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

Jeffrey A. Meyers
Acting Commissioner

Sheri L. Rockburn
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

September 23, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **retroactive, sole source** amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for continued operation of the Eastern District Office by increasing the price limitation in the amount of \$336,276.40 to \$2,314,244.40 from \$1,977,968.00 and by extending the term for up to twenty months from October 8, 2016 to June 8, 2018, effective retroactive to October 9, 2016. Governor and Council approved the original lease on June 7, 2006, item #115, amendment April 13, 2011, item #72, amendment June 6, 2012, item #40, amendment June 19, 2013, item #76, amendment June 18, 2014, item #66, amendment April 6, 2015, item #8, and amendment October 21, 2015, item #8A. General Funds 60%, Federal Funds 40%.

Funds are available in the following account for SFY 2017 and anticipated to be available in SFY 2018 upon the availability and continued 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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
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SFY 2012	022-500248	Rents-Leases Other than State	\$189,252.20	\$ 0.00	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2014	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2015	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2016	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2017	022-500248	Rents-Leases Other than State	\$ 53,828.13	\$ 146,985.33	\$200,813.46
SFY 2018	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 189,291.07	\$189,291.07
Total			\$ 1,977,968.00	\$ 336,276.40	\$2,314,244.40

EXPLANATION

This agreement is retroactive due to negotiations for rate adjustments as the landlord requested a rate increase as the current rate had been fixed since 2012, the Department compromised on a 2% increase. In addition, the landlord was out of town during the amendment process delaying the finalization of the amendment and the submittal of all documents to the Department. 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 twenty months. This amendment is being requested to provide continuity of Department services to the public in the Eastern area while pursuing the Request For Proposal. The amendment reflects an increase in the term of the lease for up to twenty months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. This amendment will also allow the Department to provide a suitable design for the existing facility that makes the best use of the facility while remaining within financial constraints. The Department will need up to twenty months to finalize the process and obtain authorization of a subsequent lease contract.

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Eastern District Office location since 1996, currently housing fifty employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.89 per square foot gross, fixed since 2012; the rate will increase by 2% to \$16.21 per square foot for the amended 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, insurance 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 12,447 square feet.

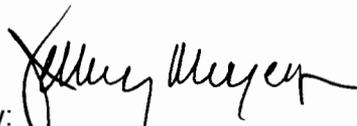
The original lease was competitively bid in January of 2006, and again reflecting the latest Request For Proposal in November of 2014. The area serviced by the Eastern District Office is Carroll County and partial Grafton County.

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,



David S. Clapp
Director of Facilities



Approved by:
Jeffrey A. Meyers
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$16,813.82
Square Footage:	12,447
Square Foot Rate:	Year 1 \$16.21 Year 2 \$16.21
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 9, 2016 through June 8, 2018
Total Rent:	\$336,276.40

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, September 20, 2016 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 C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, amendment approved April 13, 2011, item #72, amendment approved June 6, 2012, item #40, amendment June 19, 2013, item #76, amendment June 18, 2014, item #66, amendment April 6, 2015 item #8 and amendment October 21, 2015 item #8A 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 is currently in Phase II requiring renovation plans and specifications, and subsequent submittal of a replacement lease to all authorizing authorities for receipt of required approvals, and;

The Tenant will need up to twenty (20) months to complete such process, 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 is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

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, October 8, 2016 is hereby amended to terminate twenty (20) months thereafter, June 8, 2018. 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: est
Date: 9-20-16

4.1 Rent: The current annual rent of \$197,736.00 at approximately \$15.89 per square foot will be increased to \$16.21 per square foot for the amended term, which shall be prorated to a monthly rent of \$16,813.82, which shall be due on the first day of the month during the amended term. Due to commencement of the term of October 9, 2016, the first monthly payment is prorated 23 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable October 9, 2016 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 \$336,276.40.

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 its 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: CA
Date: 9-20-16

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

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

Date: 9/26/2016

By David S. Clapp
David S. Clapp, Director of Facilities

LANDLORD: C&C Thibodeau Properties, LLC

Date: 9-20-16

By Carl J. Thibodeau
Carl J. Thibodeau, Member LLC

Acknowledgement: State of New Hampshire, County of Carroll.
On (date) 9/20/16, before the undersigned officer, personally appeared _____, 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: Louisa B. Gagnon

Commission expires: LOUISA B. GAGNON, Notary Public
Commission Expires July 16, 2019

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

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

By: Megan Astle, Assistant Attorney General, on 10/10/16

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>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>	
2017	10/1/2016	\$12,474.77 Prorated (23 days)			
	11/1/2016	\$16,813.82			
	12/1/2016	\$16,813.82			
	1/1/2017	\$16,813.82			
	2/1/2017	\$16,813.82			
	3/1/2017	\$16,813.82			
	4/1/2017	\$16,813.82			
	5/1/2017	\$16,813.82			
	6/1/2017	\$16,813.82		\$ 146,985.33	
	2018	7/1/2017	\$16,813.82		
		8/1/2017	\$16,813.82		
		9/1/2017	\$16,813.82	\$ 197,426.79	
		10/1/2017	\$16,813.82		
11/1/2017		\$16,813.82			
12/1/2017		\$16,813.82			
1/1/2018		\$16,813.82			
2/1/2018		\$16,813.82			
3/1/2018		\$16,813.82			
4/1/2018		\$16,813.82			
5/1/2018		\$16,813.82			
6/1/2018		\$ 4,339.05 Prorated (8 days)	\$ 138,849.61	\$ 189,291.07	
<i>Total Rent</i>				\$ 336,276.40	\$ 336,276.40

Initials: *aj*
Date: 9-20-16

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. 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 13th day of September, A.D. 2016

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

William M. Gardner
Secretary of State

USER NAME PASSWORD

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Entity Dashboard

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 - › [Assertions](#)
 - › [Reps & Certs](#)
 - › [POCs](#)
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 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
 - › [Excluded Family Members](#)

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C & C THIBODEAU PROPERTIES LLC

DUNS: 961810715 CAGE Code: 5Y2B5
Status: Active

Expiration Date: 08/24/2017
Purpose of Registration: All Awards

71 HOBBS ST
CONWAY, NH, 03818-0000,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: C & C THIBODEAU PROPERTIES LLC
Business Type: Business or Organization
Last Updated By: Cynthia Thibodeau
Registration Status: Active
Activation Date: 08/24/2016
Expiration Date: 08/24/2017

Exclusion Summary

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

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

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Carl J. Thibodeau, Managing Agent, C&C Thibodeau Properties, LLC

Date: 9-20-16

Signed: Cynthia P. Thibodeau

Cynthia P. Thibodeau, Member, C&C Thibodeau Properties, LLC

Date: 9/20/16

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Carroll

UPON THIS DATE (insert full date) September 20th 2016,

appeared before me (print full name of notary) Louisa Gagnon the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes therein contained, by

signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) Louisa B. Gagnon

LOUISA B. GAGNON, Notary Public
My Commission Expires July 16, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2016

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 Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Lisa Lambert PHONE (A/C, No, Ext): (800) 258-1776 FAX (A/C, No): (603) 429-1843 E-MAIL ADDRESS: llambert@minutemangroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED C & C Thibodeau Properties, LLC 71 Hobbs Street Suite 101 Conway NH 03818-8109	INSURER A: Acadia Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2016/2017 term **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPA0201807	2/2/2016	2/2/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA0249035	2/22/2016	2/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Enhancement \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA0209668	2/2/2016	2/2/2017	EACH OCCURRENCE \$ 2,000,000 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	N/A	WCA0201808	2/2/2016	2/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 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)
 State of New Hampshire/Dept. of Health and Human Services is listed as Additional Insured for the General Liability policy, as per written contract, as their interests may appear.

RE: 71 Hobbs Street leasehold property

CERTIFICATE HOLDER (603) 271-8149 xfax# Attn: Leon Smith/Adminstr State of New Hampshire Dept. of Health and Human Services 129 Pleasant Street Concord, NH 03301	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. AUTHORIZED REPRESENTATIVE Thomas Mulligan/LISA
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

10/21/15
#8A

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

Nicholas A. Toumpas
Commissioner

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

Sheri L. Rockburn
Chief Financial Officer

September 15, 2015

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

REQUESTED ACTION

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Total			\$ 1,780,232.00	\$ 197,736.00	\$ 1,977,968.00

EXPLANATION

This agreement is retroactive as this location is one of the Department of Health and Human Services' offices that were destined to close due to budget cuts; therefore, no further action was taken until funding was reinstated to keep the office open. Since, we have been working on a suitable design for the existing facility that makes the best use of the facility while remaining within financial constraints. 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. This amendment is being requested to provide continuity of Department services to the public in the Eastern area while pursuing the Request For Proposal. The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. The Department will need up to twelve months to finalize the process and obtain authorization of a subsequent lease contract.

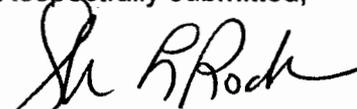
The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Eastern District Office location since 1996, currently housing fifty employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.89 per square foot gross and remains the same for the amendment 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, insurance 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 12,447 square feet.

The original lease was competitively bid in January of 2006, during that time the Request For Proposal was published in three newspapers and as a result only one proposal was received, resulting in a renewal lease. In addition, the current Request For Proposal advertised in November of 2014 (see Public Notice attached) provided only one letter of interest, the current existing facility. The area serviced by the Eastern District Office is Carroll County and partial Grafton 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,



Sheri L. Rockburn
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: October 7, 2015

SUBJECT: Attached Retroactive 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: C&C Thibodeau Properties, LLC, O Box 1700, Conway NH, 03818

DESCRIPTION: Retroactive Lease Amendment: Approval of the enclosed will retroactively authorize continued short term occupancy of the Departments' Eastern Area (Conway) Office comprised of 12,447 square feet located on the 2nd floor of 71 Hobbs Street, Conway, NH. This agreement is retroactive due to the location being one DHHS had scheduled to close due to budget cuts; no "lease actions" were therefore taken (the intent was to allow expiration) until funding was reinstated to keep the office open. During the extended term provided by this agreement the Department will conduct a competitive lease RFP process, and submit any resulting contract forward for all required authorization.

TERM: twelve (12) months extension: commencing retroactive to October 9, 2015 ending October 8, 2016.

RENT: Current annual rent of \$197,736.00, which is approximately \$15.89 per SF, shall remain unchanged (0% escalation) payable as \$16,478.00 monthly

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL COST: \$197,736.00,

PUBLIC NOTICE: Sole Source amendment of current contract, however subsequent long term lease will conform to "Public Notice" and RFP requirements.

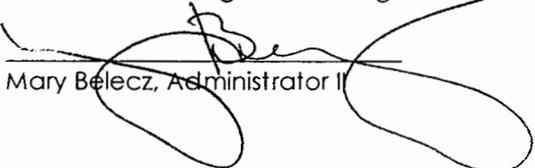
CLEAN AIR PROVISIONS: Not applicable to the amended lease.

BARRIER-FREE DESIGN COMMITTEE: Approval/review not required for an amended lease.

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

Public Notice

Wanted to rent in Conway or surrounding towns of Eaton, Madison, Freedom, Effingham or Bartlett, New Hampshire for a term of five (5) or alternately ten (10) years, commencing in the late spring of 2015, approximately 10,000 – 12,500 square feet of space for use by the State of NH Department of Health and Human Services to provide a District Office. All interested parties must offer the option of either a 5 or a 10 year lease term. The space and surrounding site offered must be renovated to meet State's programmatic needs and specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Leon Smith, Administrator, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, or phone: (603) 271-9502. Alternately these specifications may be obtained on the State's WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, December 5, 2014. The State of New Hampshire reserves the right to accept or reject any or all proposals.

Ad Placement schedule in "Public Notice" section of local newspaper:

New Hampshire Union Leader	Friday 11/21/14
Concord Monitor	Friday 11/21/14

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$16,478.00
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15.89
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 9, 2015 through October 8, 2016
Total Rent:	\$197,736.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, September 10, 2015 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 C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, amendment approved April 13, 2011, item #72, amendment approved June 6, 2012, item #40, amendment June 19, 2013, item #76, amendment June 18, 2014, item #66, and amendment April 6, 2015 item #8 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 and subsequent submittal of a replacement lease to all authorizing authorities for receipt of required approvals, and;

The Tenant will need up to twelve (12) months to complete such process, 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 is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

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, October 8, 2015 is hereby amended to terminate twelve (12) months thereafter, October 8, 2016. 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".

4.1 Rent: The current annual rent of \$197,736.00 at approximately \$15.89 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$16,478.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of October 9, 2015, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable October 9, 2015 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

Initials: CS
Date: 9-10-15

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 \$197,736.00.

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: CJT
Date: 8-16-15

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

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

Date: 9/22/15

By [Signature]
Sheri L. Rockburn, Chief Financial Officer

LANDLORD: C&C Thibodeau Properties, LLC

Date: September 10 2015

By [Signature]
Carl J. Thibodeau, Member LLC

Acknowledgement: State of New Hampshire, County of Carron.

On (date) 9-10-15, before the undersigned officer, personally appeared Carl J. Thibodeau, 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]
LYN MARIE S. MCCARTHY, Notary Public
My Commission Expires **September 22, 2015**

Commission expires: _____ Seal: _____

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

Lyn McCarthy

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

By: [Signature] Assistant Attorney General, on 10/1/15

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on OCT 21 2015

DEPUTY SECRETARY OF STATE

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2016	10/1/2015	\$12,083.87 Prorated (22 days)		
	11/1/2015	\$16,478.00		
	12/1/2015	\$16,478.00		
	1/1/2016	\$16,478.00		
	2/1/2016	\$16,478.00		
	3/1/2016	\$16,478.00		
	4/1/2016	\$16,478.00		
	5/1/2016	\$16,478.00		
	6/1/2016	\$16,478.00		\$ 143,907.87
	7/1/2016	\$16,478.00		
2017	8/1/2016	\$16,478.00		
	9/1/2016	\$16,478.00		
	10/1/2016	\$ 4,394.13 Prorated (8 days)	\$ 197,736.00	\$ 53,828.13
<i>Total Rent</i>			<u>\$ 197,736.00</u>	<u>\$ 197,736.00</u>

Initials: CJT
Date: 9-10-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2015

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 Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Tom Mulligan PHONE (A/C, No, Ext): (800) 258-1776 E-MAIL ADDRESS: tmulligan@minutemangroup.com	FAX (A/C, No): (603) 429-1843
	INSURER(S) AFFORDING COVERAGE	
INSURED Tee Enterprises & C & C Thibodeau Properties 71 Hobbs Street, Suite 101 Conway NH 03818	INSURER A: Acadia Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2015-2016

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPA0201807	2/2/2015	2/2/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY			CAA0249035	2/22/2015	2/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
							Enhancement \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	CUA0209668	2/2/2015	2/2/2016	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0201808	2/2/2015	2/2/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	3a state: NH			E.L. EACH ACCIDENT \$ 250,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 250,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of New Hampshire/Dept. of Health and Human Services is listed as Additional Insured for the General Liability policy, as per written contract, as their interests may appear.

RE: 71 Hobbs Street leasehold property

CERTIFICATE HOLDER

(603) 271-8149 xfax# Attn: Leon Smith/Adminstr

 State of New Hampshire
 Dept. of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301
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.

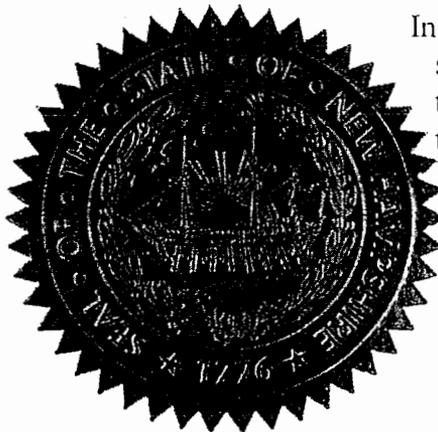
AUTHORIZED REPRESENTATIVE

Thomas Mulligan/JOANN

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. 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 8th day of September, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Carl J. Thibodeau, Managing Agent, C&C Thibodeau Properties, LLC

Date: September 10 2015

Signed: Cynthia P. Thibodeau

Cynthia P. Thibodeau, Member, C&C Thibodeau Properties, LLC

Date: Sept. 10, 2015

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Carroll

UPON THIS DATE (insert full date) 10th September 2015,

appeared before me (print full name of notary) Lyn Marie S McCarthy the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes therein contained, by

signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) Lyn Marie S McCarthy

LYN MARIE S. McCARTHY, Notary Public
My Commission Expires September 22, 2015

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4/6/15
#8

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

Sheri L. Rockburn
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

March 26, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **retroactive, sole source**, amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for continued operation of the Eastern District Office by increasing the price limitation in the amount of \$98,868.00 to \$1,780,232.00 from \$1,681,364.00 and by extending the term for up to six months from April 8, 2015 to October 8, 2015, effective April 9, 2015 or upon Governor and Council approval, whichever comes later. Governor and Council approved the original lease on June 7, 2006, item #115, amendment on April 13, 2011, item #72, amendment June 6, 2012, item #40, amendment June 19, 2013, item #76 and amendment June 18, 2014, item #66. General Funds 60%, Federal Funds 40%.

Funds are available in the following account for SFY 2015 and anticipated to be available in SFY 2016 upon the availability and continued 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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$189,252.20	\$ 0.00	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2014	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2015	022-500248	Rents-Leases Other than State	\$152,696.13	\$ 45,039.87	\$197,736.00
SFY 2016	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 53,828.13	\$ 53,828.13
Total			\$1,681,364.00	\$ 98,868.00	\$1,780,232.00

EXPLANATION

This **retroactive, sole source** amendment is being requested to provide continuity of Department services to the public in the Eastern area while pursuing the Request For Proposal. The amendment reflects an increase in the term of the lease for up to six months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. The Department will need up to six months to finalize the process and obtain authorization of a subsequent lease contract.

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Eastern District Office location since 1996, currently housing fifty employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.89 per square foot gross and remains the same for the amendment 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, insurance 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 12,447 square feet.

The original lease was competitively bid in January of 2006, during that time the Request For Proposal was published in three newspapers and as a result only one proposal was received, resulting in a renewal lease.

The area serviced by the Eastern District Office is Carroll County and partial Grafton 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,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$16,478.00
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15.89
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing April 9, 2015 through October 8, 2015
Total Rent:	\$98,868.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, March 2, 2015 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 C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, amendment approved April 13, 2011, item #72, amendment approved June 6, 2012, item #40, amendment June 19, 2013, item #76, and amendment June 18, 2014, item #66 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 and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals, and;

The Tenant will need up to six (6) months to complete such process, 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 is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

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, April 8, 2015 is hereby amended to terminate six (6) months thereafter, October 8, 2015. 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".

4.1 Rent: The current annual rent of \$197,736.00 at approximately \$15.89 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$16,478.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of April 9, 2015, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable April 9, 2015 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 \$98,868.00.

Initials: CT
Date: 3-2-15

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: 3-2-15

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

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

Date: 3/23/15

By [Signature]
Sheri L. Rockburn, Chief Financial Officer

LANDLORD: C&C Thibodeau Properties, LLC

Date: March 2, 2015

By [Signature]
Carl J. Thibodeau, Member LLC

Acknowledgement: State of New Hampshire, County of Carroll.
On (date) 3-2-15, before the undersigned officer, personally appeared Carl Thibodeau, 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]
My Commission Expires September 22, 2015

Commission expires: _____ Seal: _____

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

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

By: [Signature], Assistant Attorney General, on 4/6/15

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on MAY 06 2015

DEPUTY SECRETARY OF STATE

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	4/1/2015	\$ 12,083.87 Prorated (22 days)		
	5/1/2015	\$ 16,478.00		
	6/1/2015	\$ 16,478.00		<u>\$ 45,039.87</u>
2016	7/1/2015	\$ 16,478.00		
	8/1/2015	\$ 16,478.00		
	9/1/2015	\$ 16,478.00		
	10/1/2015	\$ 4,394.13 Prorated (8 days)	<u>\$ 98,868.00</u>	<u>\$ 53,828.13</u>
<i>Total Rent</i>				<u><u>\$ 98,868.00</u></u>

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	4/1/2015	\$12,083.87 Prorated (22 days)		\$ 12,083.87
	5/1/2015	\$16,478.00		
	6/1/2015	\$16,478.00		
2016	7/1/2015	\$16,478.00		
	8/1/2015	\$16,478.00		
	9/1/2015	\$16,478.00		
	10/1/2015	\$ 4,394.13 Prorated (8 days)	\$ 98,868.00	\$ 86,784.13
Total Rent				\$ 98,868.00

Initials: *ajt*
Date: 3-2-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2015

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 Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Sarah Bassett PHONE (A/C No. Ext): (800) 258-1776 E-MAIL ADDRESS: sbassett@minutemangroup.com FAX (A/C No.): (603) 429-1843													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Acadia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acadia Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Acadia Insurance Company														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Tee Enterprises & C & C Thibodeau Properties 71 Hobbs Street, Suite 101 Conway NH 03818														

COVERAGES CERTIFICATE NUMBER: 2015-2016 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 INSR	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CPA0201807	2/2/2015	2/2/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA0249035	2/22/2015	2/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Enhancement \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CUA0209668	2/2/2015	2/2/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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	N/A	WCA0201808	2/2/2015	2/2/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of New Hampshire/Dept. of Health and Human Services is listed as Additional Insured for the General Liability policy, as per written contract, as their interests may appear.

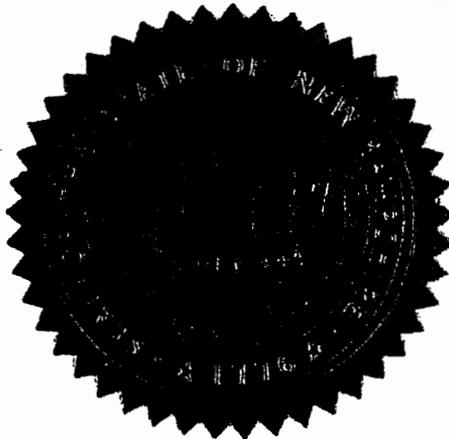
CERTIFICATE HOLDER State of New Hampshire Dept. of Health and Human Services 71 Hobbs Street Conway, NH 03818	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas Mulligan/JOANN
--	---

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. 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 25th day of February, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Carl J. Thibodeau, Managing Agent, C&C Thibodeau Properties, LLC

Date: March 2, 2015

Signed: Cynthia P. Thibodeau

Cynthia P. Thibodeau, Member, C&C Thibodeau Properties, LLC

Date: March 2, 2015

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Carroll

UPON THIS DATE (insert full date) March 2 2015,

appeared before me (print full name of notary) Lyn McCarthy the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes therein contained, by

signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) Lyn McCarthy

[View assistance for Search Results](#)

Search Results

Current Search Terms: "C&C Thibodeau Properties 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.P.24.20150116-1831

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





6/18/14
#66

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

Nicholas A. Toumpas
Commissioner

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

Stephen J. Mosher
Chief Financial Officer

May 27, 2014

COPY

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source, retroactive amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for continued operation of the Eastern District Office by increasing the price limitation in the amount of \$164,780.00 to \$1,681,364.00 from \$1,516,584.00 and by extending the term for up to ten months from June 8, 2014 to April 8, 2015, effective retroactive to June 9, 2014 and to end April 8, 2015. Governor and Council approved the original lease on June 7, 2006, item #115, amendment on April 13, 2011, item #72, amendment June 6, 2012, item #40 and amendment June 19, 2013, item #76. 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 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$189,252.20	\$ 0.00	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2014	022-500248	Rents-Leases Other than State	\$185,652.13	\$ 12,083.87	\$197,736.00
SFY 2015	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 152,696.13	\$152,696.13
Total			\$1,516,584.00	\$ 164,780.00	\$1,681,364.00

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Eastern District Office location since 1996, currently housing fifty 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 ten months. The amendment is retroactive due to the delay in one of the legal documents that needed to be modified specifically for this contract. The Department will continue to evaluate and reassess the consolidation of the District Offices, based on population demographics, population segmentation, caseloads, advent of technology and other factors and then competitively reprocure.

The amendment reflects an increase in the term of the lease for up to ten months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices and reassessing the consolidation of the District Offices. The Department will need up to ten (10) months to finalize the process and obtain authorization of a subsequent lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.89 per square foot gross and remains the same for the amendment 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. The total square footage remains the same at 12,447 square feet.

The original lease was competitively bid in January of 2006, during that time the Request For Proposal was published in three newspapers and as a result only one proposal was received, resulting in a renewal lease.

Approval of this agreement will allow the Department to provide continuity of services to the public in the Eastern area while pursuing the Request For Proposal.

The area serviced by the Eastern District Office is Carroll County and partial Grafton County.

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

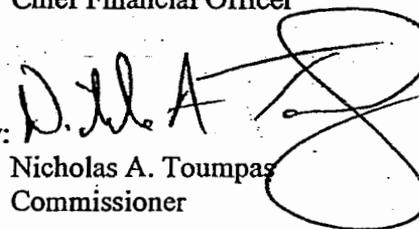
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$16,478.00
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15.89
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2014 through April 8, 2015
Total Rent:	\$164,780.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, May 22, 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 C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, amendment approved April 13, 2011, item #72, amendment approved June 6, 2012, item #40 and amendment June 19, 2013, item #76 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 ten (10) months 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, June 8, 2014 is hereby amended to terminate ten (10) months thereafter, April 8, 2015. 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".

4.1 Rent: The current annual rent of \$197,736.00 at approximately \$15.89 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$16,478.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2014, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable June 9, 2014 or within 30 days of the Governor and Executive Council's

Initials: CS
Date: 5-22-14

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 \$164,780.00.

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 its 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: CSJ
Date: 5-22-14

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

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

Date: 5/30/14

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: May 22, 2014

By [Signature]
Carl J. Thibodeau, Member LLC

Acknowledgement: State of New Hampshire, County of Carroll.
On (date) May 22nd 2014, before the undersigned officer, personally appeared Carl Thibodeau, 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: 02-20-2018



Name and title of Notary Public or Justice of the Peace (please print):
William E. Sanborn

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

By [Signature] Assistant Attorney General, on 6/6/14

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on JUN 18 2014

DEPUTY SECRETARY OF STATE

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>		<i>Yearly Total</i>	<i>Fiscal Year Total</i>
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2015	7/1/2014	\$16,478.00			
	8/1/2014	\$16,478.00			
	9/1/2014	\$16,478.00			
	10/1/2014	\$16,478.00			
	11/1/2014	\$16,478.00			
	12/1/2014	\$16,478.00			
	1/1/2015	\$16,478.00			
	2/1/2015	\$16,478.00			
	3/1/2015	\$16,478.00			
	4/1/2015	\$ 4,394.13	Prorated (8 days)	<u>\$ 164,780.00</u>	<u>\$ 152,696.13</u>
<i>Total Rent</i>					<u>\$ 164,780.00</u>

Initials: *[Signature]*
Date: 5-22-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2014

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.

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PRODUCER Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Lisa Lambert PHONE (A/C No. Ext): (800) 258-1776 FAX (A/C No.): (603) 429-1843 E-MAIL ADDRESS: llambert@minutemangroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Tee Enterprises & C & C Thibodeau Properties 71 Hobbs Street Suite 101 Conway NH 03818	INSURER A: Acadia Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2014 Master **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CPA0201807	2/2/2014	2/2/2015	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		CAA0249035	2/22/2014	2/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	Enhancement \$					
A	UMBRELLA LIAB		CUA0209668	2/2/2014	2/2/2015	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB					AGGREGATE \$ 2,000,000
	DED RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	WCA0201808	2/2/2014	2/2/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 250,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 250,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

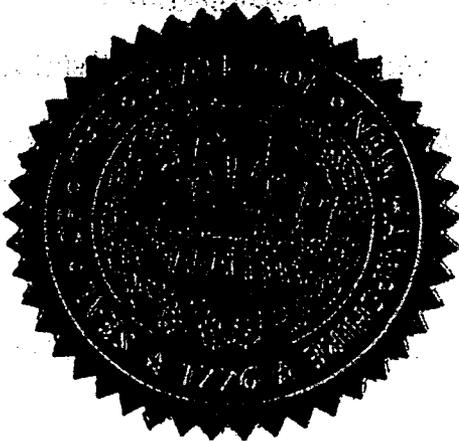
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of New Hampshire, State of New Hampshire is listed as Additional Insured for the General Liability policy, as per written contract, as their interest may appear.

CERTIFICATE HOLDER State of New Hampshire 71 Hobbs Street Conway, NH 03818	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.
	AUTHORIZED REPRESENTATIVE Thomas Mulligan

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. 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 May, A.D. 2014

William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Carl J. Thibodeau, Managing Agent, C&C Thibodeau Properties, LLC

Date: 5-22-2014

Signed: Cynthia P. Thibodeau

Cynthia P. Thibodeau, Member, C&C Thibodeau Properties, LLC

Date: 5/22/2014

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Carroll

UPON THIS DATE (insert full date) May 22nd 2014

appeared before me (print full name of notary) William E. Sanborn the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) [Signature]



Search Results

Current Search Terms: "C&C Thibodeau Properties 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

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SAM | System for Award Management 1.0

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IBM vL1725.20140509-1810





6/19/13
#76

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

Nicholas A. Toumpas
Commissioner

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

Stephen J. Mosher
Chief Financial Officer

May 15, 2013

COPY

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source, retroactive amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for Conway District Office space, by increasing the price limitation in the amount of \$197,736.00 to \$1,516,584.00 from \$1,318,848.00 and by extending the term for up to twelve months from June 8, 2013 to June 8, 2014, effective retroactive to June 9, 2013 and to end June 8, 2014. Governor and Council approved the original lease on June 7, 2006, item #115, amendment on April 12, 2011, item #72 and amendment June 6, 2012, item #40. Funds are available in the following account for SFY 2013 and anticipated to be available in SFY 2014 upon the availability and continued 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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$189,252.20	\$ 0.00	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$185,652.13	\$ 12,083.87	\$197,736.00
SFY 2014	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 185,652.13	\$185,652.13
Total			\$1,318,848.00	\$ 197,736.00	\$1,516,584.00

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services have occupied this Conway District Office location since 1996, currently housing fifty 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 a single year. The amendment is retroactive due to delays

in the Request For Proposal approval process, causing the Department to cancel the selection process of the current Request For Proposal. The Department will continue to evaluate and reassess the consolidation of the District Offices, based on population demographics, population segmentation, caseloads, advent of technology and other factors and then competitively reprocure.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices and reassessing the consolidation of the District Offices. The Department will need up to twelve (12) months to finalize the process and obtain authorization of a subsequent lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.89 per square foot gross and remains the same for the amendment 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. The total square footage remains the same at 12,447 square feet.

The original lease was competitively bid in January of 2006, during that time the Request For Proposal was published in three newspapers and as a result only one proposal was received, resulting in a renewal lease.

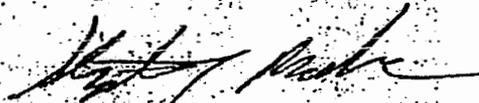
Approval of this agreement will allow the Department to provide continuity of services to the public in the Conway area while pursuing the Request For Proposal for an Eastern Regional Office.

The area serviced by the Conway District Office is Carroll County and partial Grafton County.

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

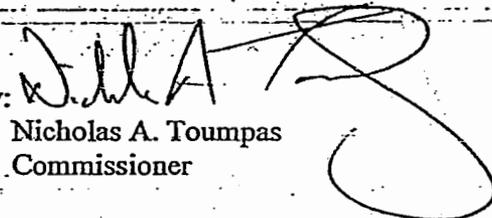
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord: C&C Thibodeau Properties, LLC

Location: 71 Hobbs Street
Conway, NH 03818

Monthly Rent: Year 1 \$16,478.00

Square Footage: 12,447

Square Foot Rate: Year 1 \$15.89

Janitorial: Included in rent

Utilities: Included in rent

Term: Commencing June 9, 2013
through June 8, 2014

Total Rent: \$197,736.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, May 10, 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 C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, amendment approved by Governor and Executive Council on April 13, 2011, item #72 and amendment approved by Governor and Executive Council on June 6, 2012, item #40 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, and;

The Tenant will need up to twelve (12) months to finalize the RFP process and 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, June 8, 2013 is hereby amended to terminate twelve (12) months thereafter, June 8, 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".

4.1 Rent: The current annual rent of \$197,736.00 at approximately \$15.89 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$16,478.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2013, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable June 9, 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 \$197,736.00.

Initials: CSJ
Date: 5-10-13

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 its 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.

DEPUTY SECRETARY OF STATE

Initials: CJT
Date: 7-10-13

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

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

Date: 5/16/13

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: May 10, 2013

By: [Signature]
Carl J. Thibodeau, Member LLC

Acknowledgement: State of NH, County of Carroll

On (date) May 10, 2013, before the undersigned officer, personally appeared [Signature], 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: May 1, 2018 Seal:

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

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

By: [Signature], Assistant Attorney General, on 3 Jun. 2013
Jeanne P. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on JUN 19 2013

DEPUTY SECRETARY OF STATE

[Handwritten initials]
5-10-13

**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>
2013	6/1/2013	\$12,083.87 Prorated (22 days)		\$ 12,083.87
2014	7/1/2013	\$16,478.00		
	8/1/2013	\$16,478.00		
	9/1/2013	\$16,478.00		
	10/1/2013	\$16,478.00		
	11/1/2013	\$16,478.00		
	12/1/2013	\$16,478.00		
	1/1/2014	\$16,478.00		
	2/1/2014	\$16,478.00		
	3/1/2014	\$16,478.00		
	4/1/2014	\$16,478.00		
	5/1/2014	\$16,478.00		
	6/1/2014	\$ 4,394.13 Prorated (8 days)	\$ 197,736.00	\$ 185,652.13
Total Rent			\$ 197,736.00	\$ 197,736.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2013

PRODUCER (800)258-1776 FAX: (603)882-1843
The Minuteman Group
90 Main Street
P.O. Box 487
Nashua NH 03061-0487

INSURED
Tee Enterprises & C & C Thibodeau Properties
71 Hobbs Street
Suite 101
Conway NH 03818

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Acadia Insurance Company	
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADTLTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPA0201807	2/2/2013	2/2/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA0249035	2/22/2013	2/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CUA0209668	2/2/2013	2/2/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCA0201808	2/2/2013	2/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 State of New Hampshire, State of New Hampshire is listed as Additional Insured for the General Liability policy, as per written contract, as their interest may appear.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire 71 Hobbs Street Conway, NH 03818	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Thomas Mulligan

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.

NOTARY STATEMENT: As Notary Public for the State of New Hampshire, I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of New Hampshire.

_____ OF NH
_____ FROM THIS DATE (Insert full date)



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May, A.D. 2013

William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Date: June 4, 2013

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: NH COUNTY OF: Carroll

UPON THIS DATE (insert full date) June 4 2013

appeared before me (print full name of notary) Leah Valladares the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes herein contained, by

signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal: (provide notary signature and

Seal) Leah Valladares

LEAH VALLADARES - Notary Public
My commission expires May 1, 2018

Search Results

Current Search Terms: "C&C Thibodeau Properties LLC*"

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

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





STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

6/6/12
#40

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

Nicholas A. Toumpas
Commissioner

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

Stephen J. Mosher
Chief Financial Officer

April 24, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for Conway District Office space, by increasing the price limitation in the amount of \$197,736.00 to \$1,318,848.00 from \$1,121,112.00 and by extending the term for up to twelve months from June 8, 2012 to June 8, 2013, effective June 9, 2012 or upon Governor and Council approval, whichever is later, through June 8, 2013. Governor and Council approved the original lease on June 7, 2006, item #115 and amendment on April 12, 2011, item #72. Funds are available in the following account for SFY 2012 and SFY 2013.

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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SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$177,168.33	\$ 12,083.87	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 185,652.13	\$185,652.13
Total			\$1,121,112.00	\$ 197,736.00	\$1,318,848.00

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Conway District Office location since 1996, currently housing fifty 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 a single year.

Y900

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twelve (12) months to finalize the process and obtain authorization of a subsequent lease contract and allow construction for a new Eastern District Office.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.16 per square foot gross; the lease amendment increases to \$15.89 per square foot, an increase of approximately 4.8%, this is the first increase since calendar year 2009. 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. The total square footage remains the same at 12,447 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader, Carroll County Independent and the Conway Daily Sun in January 2006. In addition, the current Landlord, Conway area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The space search produced only one letter of interest, Yield House Industries, Inc. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal. Note that the lease was assigned to C&C Thibodeau Properties, LLC effective December 31, 2006.

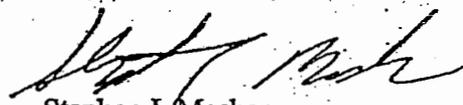
Approval of this agreement will allow the Department to provide continuity of services to the public in the Conway area while pursuing the RFP for a new Eastern District Office.

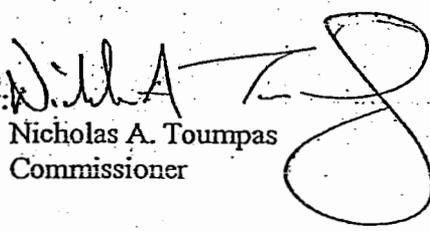
The area serviced by the Conway District Office is Carroll County and partial Grafton County.

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:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	\$16,478.00
Square Footage:	12,447
Square Foot Rate:	\$15.89
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2012 through June 8, 2013
Total Rent:	\$197,736.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, April 27, 2012 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 C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115; and an amendment approved by Governor and Executive Council on April 13, 2011, item #72 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 twelve (12) 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, June 8, 2012 is hereby amended to terminate up to twelve (12) months thereafter, June 8, 2013. Tenant shall have the right of "early termination" of the term; after the initial nine (9) months of the term have passed. Tenant may exercise their option for "early termination" by delivering to Landlord, 60 days in advance of their desired termination date, written notification at the address above. 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".

4.1 Rent: The current annual rent of \$188,700.00 at approximately \$15.16 per square foot will be increased to \$15.89 per square foot for the amended term, which shall be prorated to a monthly rent of \$16,478.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2012, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly instalment shall be due and payable June 9, 2012 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 \$197,736.00.

initial

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 its 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.

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

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

Date: April 30, 2012

By: David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD: C&C Thibodeau Properties, LLC

Date: April 27, 2012

By: Carl D. Thibodeau
Carl D. Thibodeau, Member LLC

Acknowledgement: State of NH County of Coccard
On (date) April 27, 2012, before the undersigned officer, personally appeared Carl D. Thibodeau 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: Leah Valladares

Commission expires: May 21, 2013 Seal: _____

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

FAH VALLADARES, Notary Public
Commission Expires May 21, 2013

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

By: Wendy P. Herick Assistant Attorney General, on 15 May 2012

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on JUN 06 2012

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>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2012	6/1/2012	\$12,083.87 Prorated (22 days)		\$ 12,083.87
2013	7/1/2012	\$16,478.00		
	8/1/2012	\$16,478.00		
	9/1/2012	\$16,478.00		
	10/1/2012	\$16,478.00		
	11/1/2012	\$16,478.00		
	12/1/2012	\$16,478.00		
	1/1/2013	\$16,478.00		
	2/1/2013	\$16,478.00		
	3/1/2013	\$16,478.00		
	4/1/2013	\$16,478.00		
	5/1/2013	\$16,478.00		
	6/1/2013	\$ 4,394.13 Prorated (8 days)	\$ 197,736.00	\$ 185,652.13
Total Rent				<u>\$ 197,736.00</u>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2012

PRODUCER (800)258-1776 FAX: (603)862-1843
The Minuteman Group
90 Main Street
P.O. Box 487
Nashua NH 03061-0487

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tee Enterprises & C & C Thibodeau Properties
71 Hobbs Street
Suite 101
Conway NH 03818

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR/ADD'L TR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPA0201807	2/2/2012	2/2/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA0249035	2/22/2012	2/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	COA0209668	2/2/2012	2/2/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DEDUCTIBLE RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA0201808 3a statute: NH Officer Included	2/2/2012	2/2/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 250,000 EL DISEASE - EA EMPLOYEE \$ 250,000 EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
ate of New Hampshire, State of New Hampshire is listed as Additional Insured for the General Liability policy, as written contract, as their interest may appear.

CERTIFICATE HOLDER

State of New Hampshire
71 Hobbs Street
Conway, NH 03818

CANCELLATION

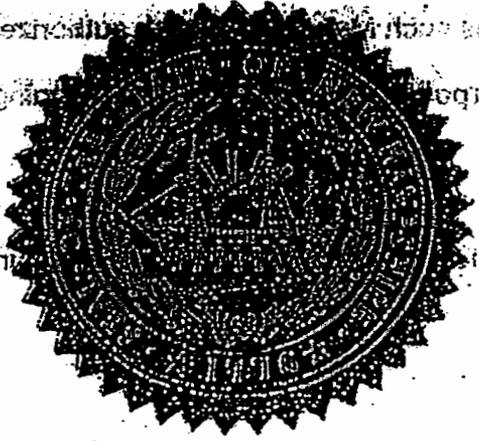
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Thomas Mulligan

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. 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.

NOTARY STATEMENT
I, _____, Notary Public for the State of New Hampshire, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.
Witness my hand and the seal of my office this _____ day of _____, 2012.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April, A.D. 2012.

William M. Gardner
William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J Thibodeau do certify that I am the Managing Agent of the company known as C & C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C & C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J Thibodeau

Date: April 27, 2012

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NH COUNTY OF: Carroll

UPON THIS DATE (insert full date) April 27, 2012, appeared before me (print full name of notary) Leah Valladares the undersigned

Managing Agent personally appeared (insert Managing Agent's signature)

Carl J Thibodeau who acknowledged himself to be Managing Agent of C & C Thibodeau Properties, LLC, and that as such Managing Agent, authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal) Leah Valladares



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Firm, Entity, or Vessel : C&C Thibodeau Properties, LLC

As of 25-Apr-2012 3:00 PM EDT

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Reports

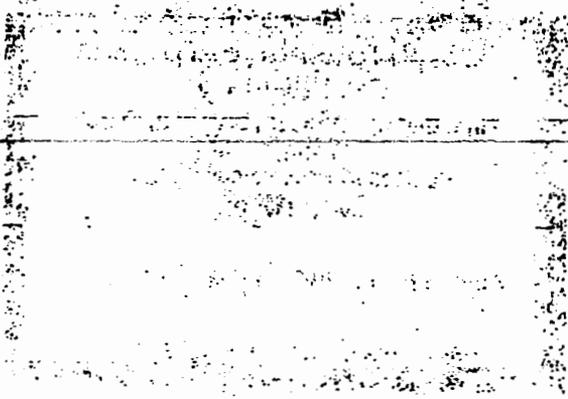
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4/13/2011
72



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

Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

February 28, 2011

COPY

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for Conway District Office space, by increasing the price limitation in the amount of \$188,700.00 to \$1,121,112.00 from \$932,412.00 and by extending the term for up to twelve months from June 8, 2011 to June 8, 2012, effective June 9, 2011 or upon Governor and Council approval, whichever is later, through June 8, 2012. Governor and Council approved the original lease on June 7, 2006, item #115. Funds are available in the following account for SFY 2011 and anticipated to be available in SFY 2012 upon the availability and continued 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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$177,168.33	\$ 11,531.67	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$ 0.00	\$177,168.33	\$177,168.33
Total			\$932,412.00	\$188,700.00	\$1,121,112.00

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Conway District Office location since 1996, currently housing fifty 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 a single year.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the DHHS 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 Eastern catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twelve (12) 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 \$15.16 per square foot gross; the lease amendment rate remains the same for the amendment 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. The total square footage remains the same at 12,447 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader, Carroll County Independent and the Conway Daily Sun in January 2006. In addition, the current Landlord, Conway area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The space search produced only one letter of interest, Yield House Industries, Inc. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal. Note that the lease was assigned to C&C Thibodeau Properties, LLC effective December 21, 2006 (see attached Consent to Assignment).

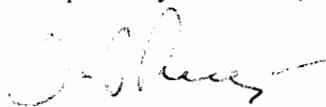
Approval of this agreement will allow the Department to provide continuity of services to the public in the Conway area.

The area serviced by the Conway District Office is Carroll County and partial Grafton County.

Funding for this request is General Funds 60.5%, Federal Funds 39.5% by cost allocation across benefiting programs.

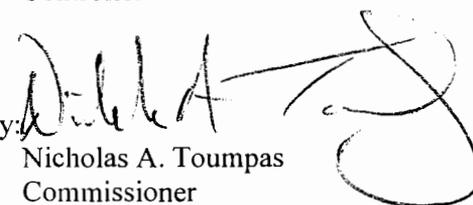
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$15,725.00
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15.16
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2011 through June 8, 2012
Total Rent:	\$188,700.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, February 15, 2011 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 C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115 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 twelve (12) 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, June 8, 2011 is hereby amended to terminate twelve (12) months thereafter, June 8, 2012. 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".

4.1 Rent: The current annual rent of \$188,700.00 at approximately \$15.16 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$15,725.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2011, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable June 9, 2011 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 \$188,700.00.


Initial

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.


initial

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

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

Date: 3/1/11

By David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD: C&C Thibodeau Properties, LLC

Date: February 15, 2011

By Carl J. Thibodeau
Carl J. Thibodeau, Member LLC

Acknowledgement: State of NH, County of Carroll.
On (date) 2/15/11, before the undersigned officer, personally appeared Carl J. Thibodeau, 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: Leah Valladares

Commission expires: 5/21/13 Seal:

LEAH VALLADARES, Notary Public
My Commission Expires May 21, 2013

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

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

By: Jeane P. Herrick, Assistant Attorney General, on 3/25/2011

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on APR 13 2011

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>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2011	6/1/2011	\$11,531.67 Prorated (22 days)		<u>\$ 11,531.67</u>
2012	7/1/2011	\$15,725.00		
	8/1/2011	\$15,725.00		
	9/1/2011	\$15,725.00		
	10/1/2011	\$15,725.00		
	11/1/2011	\$15,725.00		
	12/1/2011	\$15,725.00		
	1/1/2012	\$15,725.00		
	2/1/2012	\$15,725.00		
	3/1/2012	\$15,725.00		
	4/1/2012	\$15,725.00		
	5/1/2012	\$15,725.00		
	6/1/2012	\$ 4,193.33 Prorated (8 days)	<u>\$ 188,700.00</u>	<u>\$ 177,168.33</u>
<i>Total Rent</i>				<u><u>\$ 188,700.00</u></u>


initial

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2011

PRODUCER (800)258-1776 FAX: (603)882-1843
The Minuteman Group
 90 Main Street
 P.O. Box 487
 Nashua NH 03061-0487

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
C & C Thibodeau Properties
 71 Hobbs Street
 Suite 101
 Conway NH 03818

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPA0201807	2/2/2011	2/2/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000												
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA0249035	2/22/2011	2/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CUA0209668	2/2/2011	2/2/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA0201808	2/2/2011	2/2/2012	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 250,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 250,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$ 250,000	E.L. DISEASE - EA EMPLOYEE		\$ 250,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
WC STATU-TORY LIMITS	OTH-ER																
E.L. EACH ACCIDENT		\$ 250,000															
E.L. DISEASE - EA EMPLOYEE		\$ 250,000															
E.L. DISEASE - POLICY LIMIT		\$ 500,000															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 State of New Hampshire, State of New Hampshire is listed as additional insured as per written contract, as their interest may appear.

CERTIFICATE HOLDER
 State of New Hampshire
 71 Hobbs Street
 Conway, NH 03818

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Thomas Mulligan

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. 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 25th day of February, A.D. 2011

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Date: February 15, 2011

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: NH COUNTY OF: Carroll

UPON THIS DATE (insert full date) 2/15/11,

appeared before me (print full name of notary) Leah Valladares the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) Leah Valladares

LEAH VALLADARES, Notary Public
My Commission Expires May 21, 2013

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : C&C Thibodeau Properties, LLC
as of 15-Feb-2011 9:34 AM EST**

Your search returned no results.

COPY

Consent to Assignment

The New Hampshire Department of Health and Human Services ("State") hereby conditionally consents to Yield House Industries, Inc.'s assignment of its lease with the N.H. Department of Health and Human Services five-year Lease Agreement dated May 2, 2006 (hereinafter "Lease"), a copy of which is attached hereto, to C&C Thibodeau Properties, LLC.

The State's consent to assignment is conditioned upon C&C Thibodeau Properties, LLC assuming full and complete responsibility and liability for performance of the entire Lease, including, but not limited to, any and all obligations and liabilities under the Lease since the effective date of the Lease through completion of the full term, and any extensions thereof.

Subject to the conditions contained herein, the proposed Lease assignment shall be effective December 21, 2006.

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

DATE: 02/02/07 BY: [Signature]
Kevin E.J. Connor, Director of Planning and Management

LANDLORD: Yield House Industries, Inc.

Date: 1/30/07 BY: [Signature]
(Authorized Signature) Landlord

Acknowledgement: State of Massachusetts, County of Franklin.

On (date) 1/30/07, before the undersigned officer, personally appeared Donna H. Jeanloz, 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: 2/14/2008 Seal: Joseph C. Janikas

Name and title of Notary Public or Justice of the Peace (please print):
Joseph C. Janikas, Notary Public

ASSIGNEE:

CSC Thibodeau Properties LLC

Date: 1-2-07

BY: Carl Thibodeau

(Authorized Signature) New Landlord

Acknowledgement: State of New Hampshire, County of Carroll

On (date) 1 Feb 2007, before the undersigned officer, personally appeared

Carl J Thibodeau, 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:

Lyn Marie S Paulin
Lyn Marie S. Paulin, Notary Public
My Commission Expires January 10, 2009

Commission expires:

2/9/09

Seal:

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

Lyn Marie S Paulin

~~COMPANY~~
CERTIFICATE OF AUTHORITY FOR ~~CORPORATION~~
CYNTHIA P.

I, (insert name) Carl J. Thibodeau am the Clerk/Secretary of the (insert Corporation name) C & C Thibodeau Properties, LLC and do hereby certify:

1. I am a duly elected and acting MEMBER COMPANY Clerk/Secretary for the Corporation documented above, which is incorporated in the State of (insert State of incorporation) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Corporation; COMPANY
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following is a true, accurate and complete copy of the resolution adopted during a meeting of the Board of Directors of the Corporation. Said meeting was held in accordance with the laws and by-laws of the State in which the Corporation is incorporated, upon the following date: (insert date of meeting) December 8, 2006

RESOLVED: That this Corporation shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services providing for the performance by this Corporation of certain services as documented within the foregoing Lease, and that the President, and/or the Vice President, and/or the Treasurer, (document which titled officer is authorizing the contract), Carl J. Thibodeau, Member on behalf of this Corporation, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Corporation in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Corporation, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Corporation, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)
President: CARL J. THIBODEAU MEMBER
Vice President
Treasurer: CYNTHIA P. THIBODEAU MEMBER

IN WITNESS WHEREOF: I sign below as the MEMBER COMPANY Clerk/Secretary of the Corporation, and have affixed its' corporate seal (if applicable) upon this date: (insert date of signing) 12/20/06
Clerk/Secretary (signature) Cynthia P. Thibodeau
In the State and County of: (State and County names) N.H. Carroll

EMBER

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Carroll
UPON THIS DATE 12/20/06, appeared before me (print full name of notary) BYARD W. KENNETH
D. THIBODEAU the undersigned officer personally appeared (insert officer's name) CYNTHIA
MEMBER C & C THIBODEAU PROPERTIES, LLC who acknowledged him/herself to be (insert officer's title, and the name of corporation)
and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)
Byard W. Kenneth
MY COMMISSION EXPIRES
AUGUST 13, 2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2006

PRODUCER (603)883-1776 FAX (603)882-1843
The Minuteman Group
90 Main Street
P.O. Box 487
Nashua, NH 03061-0487

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Tee Enterprises C & C Thibodeau LLC
Box 1700 Rte 16
Conway, NH 03818

INSURER A: Utica National Insurance Group
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP3567842	02/02/2006	02/02/2007	EACH OCCURRENCE	\$ 2,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ Excluded
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY	TBD	12/18/06	12/18/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE				\$	
		<input type="checkbox"/> RETENTION \$ 10,000				\$	
						\$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3544310	02/02/2006	02/02/2007	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
State of New Hampshire is listed as an additional insured

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Planning and Management
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tom Mulligan

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

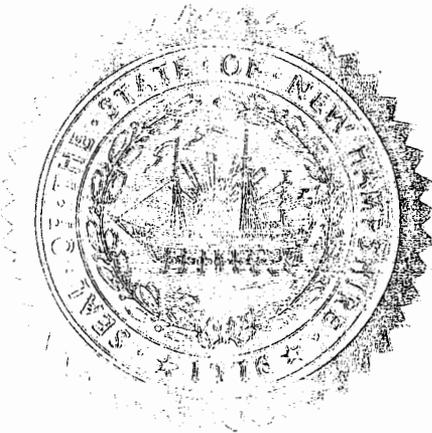
The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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 C & C THIBODEAU PROPERTIES LLC is a New Hampshire limited liability company formed on DECEMBER 5, 2006. I further certify that it is in good standing as far as this office is concerned, having 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 5th day of December, A.D. 2006

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

William M. Gardner
Secretary of State

Return to:
Upton & Hatfield, LLP
23 Seavey St. - PO Box 2242
North Conway, NH 03860

RECEIVED
CARROLL COUNTY REGISTRY

0020114

2006 DEC 21 PM 03:58

REGISTER OF DEEDS

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
***19 THOUSAND 5 HUNDRED AND 00 DOLLARS	
12/21/2006	803360 \$ ***19500.00
VOID IF ALTERED	

DEED

KNOW ALL MEN BY THESE PRESENTS, that **Yield House Industries Inc.**, a Delaware corporation, of mailing address: c/o Renovator's Old Mill, Miller's Falls, MA 01349, for consideration paid grant to **C & C Thibodeau Properties, LLC, a New Hampshire Limited Liability Company**, having a principal place of business of 74 Jack Frost Lane, P.O. Box 1700, Conway, NH 03818, :

A certain parcel of land, with the buildings thereon, situated on the east side of Hobbs Street (f.k.a., Mill Street), in the Town of Conway, County of Carroll and State of New Hampshire more particularly shown on a plan entitled "Boundary and Existing Features Plan of land in Conway, N.H., prepared for Yield House Industries, Inc." dated March 30, 1995 and revised and updated for recording December 19, 2006, by H.E. Bergeron Engineers, Inc., to be recorded within the Carroll County Registry of Deeds herewith in Plan Book 216, Page 89-90, bounded and described as follows:

Beginning at a stone post reset on the east sideline of Hobbs Street, at the northwest corner of Kearsarge Metallurgical land, and at a southwest corner of the premises herein described;

Bearing N11°31'06"E, by said east sideline of Hobbs Street, 406.88 ft. to Town of Conway street monument #341 (a disk in a stone post found);

Thence N8°06'03"E, still by said east sideline of Hobbs Street, 48.15 ft. to a point at the southwest corner of land formerly of Public Service Co. of N.H., now of Grantee;

Thence S81°53'57"E, by said land of the Grantee, and crossing a paved parking lot, 212.75 ft. to an HEB disk on rebar set on the west line of land of West Main Recreation Corp., formerly of Conway Supply Co., Inc.;

Thence S13°01'55"E, by said land of West Main Recreation Corp., 44.58 ft. to an iron pipe found;

Thence S15°07'53"E, still by said land of West Main Recreation Corp., 576.17 ft. to a point opposite (N80°04'38"W, 0.51 ft. from) a railroad spike found in a twin 10" maple tree, at the

BK2592PG0223

northeast corner of land of OCR, Inc.;

Thence N80°04'38"W, by said land of OCR, Inc., and crossing first a stormwater drainage-pipe described as an appurtenant easement below, and then a 60'-wide access easement to said land of OCR, Inc., described as an excepted right-of-way below, 339.81 ft., to a point opposite (S80°04'38"E, 1.28 ft. from) an iron pipe found on the east line of said Kearsarge Metallurgical land;

Thence N9°38'16"E, by said Kearsarge Metallurgical land, and with the west sideline of said right-of-way, 106.40 ft. to a stone post reset;

Thence N82°04'47"W, still by said Kearsarge Metallurgical land, and with the south sideline of said right-of-way, 143.56 ft. to the bound of beginning.

Bearings are magnetic 1972.

Containing approximately 179,808 sq. ft. = 4.13 acres.

TOGETHER WITH rights to maintain, repair, and replace the "underground stormwater drainage" line to Pequawket Pond, as shown on the below referenced plan across abutting land of OCR, Inc. to the south.

SUBJECT TO and with the benefit of a 60'-wide access right-of-way, as shown on the below referenced plan, serving said abutting land of OCR, Inc. to the south more particularly set forth in a deed dated November 16, 1964, recorded with said Deeds in Book 385, Page 16.

SUBJECT TO: Any flowage rights of Pequawket Pond over the subject property by reason of dam at its outlet as may appear of record or otherwise and an Easement to Public Service Company of New Hampshire dated October 26, 1942 recorded with said Deeds at Book 228, Page 430 and dated December 27, 1948 recorded with said Deeds in Book 262, Page 357.

Meaning and intending to describe and convey with Warranty Covenants the same premises as conveyed to Yield House Industries, Inc., by Warranty Deed of OCR, Inc., dated July 30, 1993 and recorded with Carroll County Registry of Deeds in Book 1538, Page 436; and

Meaning and intending to describe and convey with Quitclaim Covenants all of the Grantor's rights, if any, in and to the property conveyed to OCR, Inc., by The Kennett Company recorded with said Registry in Book 1507, Page 735. See Quitclaim Deed of The Kennett Company to OCR, Inc., recorded with said Registry in Book 1507, Page 735. A portion of these premises were erroneously left out, by scrivener's error, of the description in the Warranty Deed to Yield House Industries, Inc., by Warranty Deed of OCR, Inc., dated July 30, 1993 and recorded with Carroll County Registry of Deeds in Book 1538, Page 436.

This deed was prepared from information supplied by the grantor herein and the preparer has conducted no independent title examination.

BK2592PG0224

This above-described premises are not homestead premises.

Dated and signed this 21st day of December, 2006.

Yield House Industries, Inc.

By: *Donna H. Jeanloz*
Donna H. Jeanloz, Corporate Secretary
Duly Authorized

State of New Hampshire
County of Carroll.

This instrument was acknowledged before me on December 21st, 2006 by Donna H. Jeanloz, Corporate Secretary of Yield House Industries, Inc., in said capacity.

KENNETH R. CARGILL
Justice of the Peace - Notary Public
My Commission Expires March 5, 2008

K. R. Cargill
Notary Public/Justice of the Peace
My commission expires:

Affix Seal:

BK2592PG0225

ASSIGNMENT OF RIGHTS UNDER LEASE

Yield House Industries, Inc., ("Lessor"), a Delaware corporation, of mailing address c/o Renovator's Supply, Miller's Falls, MA 01349, holder of a Lease Agreement dated May 2, 2006 between the said Yield House Industries, Inc. and the **State of New Hampshire**, ("Lessee") **through its Director or Commissioner of: Department of Health and Human Services**, of 129 Pleasant Street, Concord, NH 03301, hereby transfer and assign to **C & C Thibodeau Properties, LLC**, a New Hampshire limited liability company, having a principal place of business of 74 Jack Frost Lane, P.O. Box 1700, Conway, NH 03818, all of their rights as Lessor and owner under the above referenced Lease Agreement (including all security deposits), for property located at **71 Hobbs Street, Conway, New Hampshire**, described in a Warranty Deed from ORC, Inc., to Yield House Industries Inc., dated July 30, 1993 and recorded in the Carroll County Registry of Deeds in Book 1538, Page 436.

Said premises are to be further conveyed from Yield House Industries, Inc., to **C & C Thibodeau Properties, LLC** by Warranty Deed dated December 21, 2006 and recorded with Carroll County Registry of Deeds in Book 2592 Page 223.

Lessor:
Yield House Industries, Inc.

Date: 12/21/06

By: Donna H. Jeanloz
Donna H. Jeanloz, Corporate Secretary
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 21st day of
December, 2006 by Donna H. Jeanloz, Corporate Secretary, in said capacity.

KENNETH R. CARGILL
Justice of the Peace - Notary Public
My Commission Expires March 5, 2008

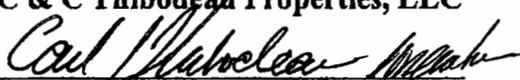

Notary Public
My Commission expires:

C & C Thibodeau Properties, LLC, a New Hampshire limited liability company,
having a principal place of business of 74 Jack Frost Lane, P.O. Box 1700, Conway, NH
03818, hereby agree to the terms and conditions of the above-referenced lease with the
State of New Hampshire.

Assignee:

C & C Thibodeau Properties, LLC

Date: 12/21/06

By: 
Carl J. Thibodeau, Member

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 21st day of
December, 2006 by Carl J. Thibodeau, Member, in said capacity.

KENNETH R. CARGILL
Justice of the Peace - Notary Public
My Commission Expires March 5, 2008

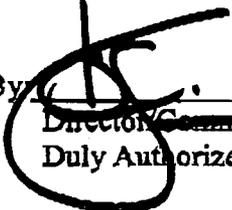

Notary Public
My Commission expires:

The Tenant, the State of New Hampshire, through its Director or Commissioner of Department of Health and Human Services, of 129 Pleasant Street, Concord, NH 03301, hereby consents to the above-described Assignment of Lease.

Tenant:

State of New Hampshire
Department of Health and Human
Services

Date: 19 DEC 2006

By  _____
Director/Commissioner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 19th day of December, 2006 by Kevin E. J. Connor, in said capacity.


Notary Public
My Commission expires:



6/7/2006 #115

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

COPY

John A. Stephen
Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

May 4, 2006

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a lease renewal agreement with Yield House Industries, Inc. c/o Renovator's Supply, 1 River Street, Miller's Falls, MA, 01349, (Vendor #19249), in the amount of \$932,412.00 commencing June 9, 2006 or upon Governor and Executive Council approval, whichever is later, and to end sixty months thereafter on June 8, 2011. Funds are available in the following account.

Account 010-095-5685-022-0248

SFY 2006	\$ 11,305.80
SFY 2007	\$ 185,004.00
SFY 2008	\$ 185,004.00
SFY 2009	\$ 185,229.87
SFY 2010	\$ 188,700.00
SFY 2011	\$ 177,168.33
Total	\$ 932,412.00

EXPLANATION

The Department of Health and Human Services, Office of Family Services and Office of Program Support has occupied its current lease space at 71 Hobbs Street in Conway since 1996. The Department currently leases 12,447 square feet of office space housing fifty employees.

In January of 2006, a space search was conducted through newspaper advertisements in the Manchester Union Leader, Carroll County Independent and the Conway Daily Sun (see attached ADVERTISING SCHEDULE). In addition, the current Landlord, Conway area real estate agencies, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement (see attached Direct Recipients). Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The space search produced only one letter of interest, Yield House Industries, Inc. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

The lease renewal includes no additional moving expenses and provides continued uninterrupted services to clients. The lease renewal provides the same terms and conditions as the original lease. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance.

The lease renewal provides a gross lease rate fixed for years one through three at \$14.86 per square foot gross, and fixed for years four and five at \$15.16 per square foot gross. The square footage remains the same at 12,447 square feet.

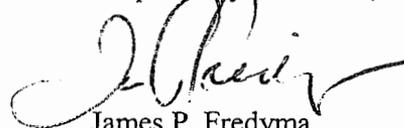
In addition, as part of this lease agreement, a special provision (Exhibit E, Paragraph 1) will allow the Department to request minor alterations, renovations and modifications to be made by the Landlord at the Department's expense without amending the amount of this contract.

Approval of this agreement will allow the Department to provide continuity of services to the public in the Conway area. The area serviced by the Conway District Office is Carroll County and partial Grafton County.

Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across benefiting programs.

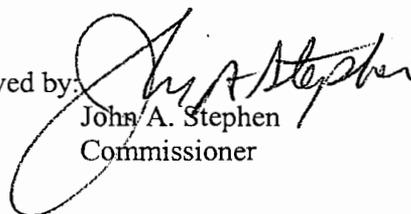
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



John A. Stephen
Commissioner

LEASE SPECIFICS

Landlord: Yield House Industries, Inc.

Location: 71 Hobbs Street
Conway, NH 03818

Monthly Rent: Year 1 \$14.86
Year 2 \$14.86
Year 3 \$14.86
Year 4 \$15.16
Year 5 \$15.16

Square Footage: 12,447

Square Foot Rate: Year 1 \$15,417.00
Year 2 \$15,417.00
Year 3 \$15,417.00
Year 4 \$15,725.00
Year 5 \$15,725.00

Janitorial: Included in rent

Utilities: Included in rent

Term: Commencing June 9, 2006
through June 8, 2011

Total Rent: \$932,412.00

CONWAY DISTRICT OFFICE
LEASE BEGINNING IN JUNE 1996

	TERM	RATE	MONTHLY	YEARLY
ORIGINAL LEASE	1	\$ 14.93	\$ 15,486.15	\$ 185,833.80
	2	\$ 14.93	\$ 15,486.15	\$ 185,833.80
	3	\$ 14.93	\$ 15,486.15	\$ 185,833.80
OPTION	1	\$ 14.93	\$ 15,486.15	\$ 185,833.80
	2	\$ 14.93	\$ 15,486.15	\$ 185,833.80
RENEWAL	1	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	2	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	3	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	4	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	5	\$ 12.97	\$ 13,453.13	\$ 161,437.56
PROPOSED RENEWAL	1	\$ 14.86	\$ 15,417.00	\$ 185,004.00
	2	\$ 14.86	\$ 15,417.00	\$ 185,004.00
	3	\$ 14.86	\$ 15,417.00	\$ 185,004.00
	4	\$ 15.16	\$ 15,725.00	\$ 188,700.00
	5	\$ 15.16	\$ 15,725.00	\$ 188,700.00

ADVERTISING SCHEDULE

Wanted to rent in Conway, NH for a five (5) year term, commencing no later than June 9, 2006, approximately 11,000 usable square feet of office space for the State's Department of Health and Human Services. The space offered must be renovated to meet State's programmatic specifications. In advance of submitting a Letter of Interest, please request a copy of these specifications by contacting Sheredith Collins, Department of Health and Human Services, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4906). This information may also be obtained by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on January 19, 2006.

The STATE OF NEW HAMPSHIRE reserves the right to reject any and all proposals.

Ad Placement:

	Run 1	Run 2	Run 3
The Manchester Union Leader	Thursday 1/5/06	Friday 1/6/06	Thursday 1/12/06
Manchester, NH			
Carroll County Independent	Wednesday 1/4/06	Wednesday 1/11/06	
Wolfeboro, NH			
Conway Daily Sun	Thursday 1/5/06	Friday 1/6/06	Thursday 1/12/06
Conway, NH			

Conway District Office RFP – Direct Recipients

Ms Lisa Kilgore
Coldwell Banker Ashton-Kilgore Realty
103 Ponemah Road
Amherst NH 03031

Mr David Hall
Dewolfe Companies Inc.
104 Route 101A
Amherst NH 03031

Mr Howard Gollihue
Argosy Group
136 State Route 101A
Amherst NH 03031-2209

Ms Karen Leonard
Leonard Lee & Company
89 Route 101A
Amherst NH 03031-2216

Mr Elmer Pease II
PD Associates LLC
5 Dartmouth Drive Unit 101
Auburn NH 03032-3984

Ms Ann Kelley
RE/MAX Executives
5 Dymont Way Steet
Barrington NH 03825-3736

Marquis-Whitman Assoc. Inc
15 Constitution Drive
Bedford NH 03110

Mr Terry Smith
Crafts Appraisal Assoc LTD
4 Bell Hill Road
Bedford NH 03110

Mr Joseph Mendola
The Norwood Group
116 South River Road
Bedford NH 03110

Mr Justin Bielagus
Coldstream RE Advisors Inc
170 South River Road
Bedford NH 03110

Mr Roger Russell
ERA Masiello Group
207 Meetinghouse Road
Bedford NH 03110

Mr Joel Kahn
Equity Alliance Corp
32 Elk Drive
Bedford NH 03110

Global Commercial Corp
167 South River Road
Bedford NH 03110-6920

Mr Thomas Fini
Fini Real Estate Group Inc
169 South River Road - Suite 2
Bedford NH 03110

Mr Robert Phillips
Granite Commercial Group Inc
188 Route 101 Suite 3
Bedford NH 03110

Mr Karl Norwood
The Norwood Group
116 South River Road
Bedford NH 03110

Mr Hugh O'Neil
O'Neil Real Estate
12 Appledor Road
Bedford NH 03110

Mr Paul Griffin
Paul T Griffin Inc
58 Meetinghouse Road
Bedford NH 03110

Phoenix Realty Group/Nancy Van Sciver LLC
128 South River Road
Bedford NH 03110

Phoenix Realty Group/Arthur Slattery LLC
128 South River Road
Bedford NH 03110

Mr Gregory R Kirsch
Astoria Properties LLC
11 Corporate Drive
Belmont NH 03220

Mr Bill Woglon
Opeche Construction Corporation
11 Corporate Drive
Belmont NH 03220

Mr Peter Callioras
Alpha Auction & Realty Co Inc
251 Leavitt Road
Belmont NH 03220

Mr Lee Coulombre
Prudential-Coulombe Real Estate
181 Cole Street
Berlin NH 03570

Mr Richard Puolin
Downtown Enterprises
95 Main Street
Berlin NH 03570

Mr Steven Werst
Altid Properties
PO Box 207
Cambridge MA 03141

Mr. William J Andreas
Executive Director
BEDCO (Business Enterprise Development
Corporation) PO Box 628
Berlin NH 03570

Mr Mel Borrin
Preferred Properties Inc
Route 25 PO Box 161
Center Harbor NH 03226

Mr Donald Chabot
Town & Country Realty Assoc
26 Tremont Street
Claremont NH 03743

Mr Martin Tymowicz
C-21 Highview Realty
122 Pleasant Street
Claremont NH 03743

Ms Mary Belec
Bureau of Planning & Management/Administrative
ervices
State House Annex
Concord NH 03301

Mr James Corrigan
The Corrigan Company
6C Hills Avenue
Concord NH 03301

Mr John Dinapoli
Office of Business and Industrial Development
172 Pembroke Road PO 1856
Concord NH 03301

Mr Ron Robin
ERA Masiellow Group
4 Park Street
Concord NH 03301

Mr Scott Walker
Premiere Properties
255 South Main Street
Concord NH 03301-3405

Mr Randolph W Daniels
Capital Appraisal Assoc
128 South Fruit Street
Concord NH 03301

Mr Peter Samaha
Samaha Family Realty
11 Madison Street
Concord NH 03301-2240

Mr Nick Norman
Norman Realty Solutions
16 Crescent Street
Derry NH 03038

Mr Win Saltmarsh
Merrimack Valley Assistance Program
8 Wall Street
Concord NH 03301

Ms Theresa Ryan
Pater Real Estate Management
82 W Broadway Street
Derry NH 03038-2392

Ms Linda Cardner
J A McGillen Associates INC
48 West Broadway
Derry NH 03038

Mr Howard B Shecter
Dewolf Companies Inc
601 Central Avenue
Dover NH 03820

Ms Mary Merkley
Prudential Rush Realty
634 Central Street
Dover NH 03820

Mr Jeffrey Larrabee
Larrabee Real Estate Co LTD
PO Box 687
Epsom NH 03234

Mr William Murphy
Murphy & Murphy Real Estate
23A Portsmouth Avenue
Exeter NH 03833

Mr Paul McCoy
McCoy Professionals
104 Epping Road
Exeter NH 03833-2600

Mr Andrew Smith
Peabody & Smith Properties Inc
383 Main Street
Franconia NH 03580

Mr Andrew Smith
Peak Three Associates
Main Street
Franconia NH 03580

Mr Berry Shea
Barry Shea & Associates
25 Country Club Road Ste 202
Gilford NH 03246

Mr Robert Ehrenberg
The Business Connection Inc
104 Lily Pond Road
Gilford NH 03246-6686

Mr J Kinney O'Rourke Broker
PO Box 7314
Gilford NH 03247-7314

Mr Michael P Spyridakis
High Point Realty Corp
542 Mast Road
Goffstown NH 03045

Mr Joseph Hunkins
Hunkins Real Estate
PO Box 5
Greenland NH 03840

Mr Donald C Burgeson
Coldwell Banker/Concept 100 Real Estate
Route 111
Hampstead NH 03841

Mr Michael Brigham
ERA Masiellow Group
408 Lafayette Road
Hampton NH 03842

Mr Chris Congdon
Quayle Congdon Real Estate
865 Lafayette Road
Hampton NH 03842-1257

Ms Kathy Rush
Prudential Rush Realty
314 Lafayette Road
Hampton NH 03842

Ms Maureen Carey
Carey Associates
95 Lafayette Road
Hampton Falls NH 03844

Mr Michael Woodard
Redpath Commercial Division
45 Lyme Road Suite 305
Hanover NH 03755

Mr William Johnson
Coldwell Banker Redpath & Co
PO Box 167
Hanover NH 03755

Mr Robert Haynes Jr
RE Haynes Co Inc
14 South Main Street Suite 2F
Hanover NH 03755-2015

Mr T Robert Valicenti
ERA Masiello Group
2 Main Street
Hollis NH 03049

Mr Duane Osterkamp
Osterkamp Associates
PO Box 1047
Hollis NH 03049

Mr George F Brooks III
Brooks RE Services
40 Harvey Road
Londonderry NH 03053-7400

Mr Mort Blumental
Morjoy Realty Associates Inc
PO Box 16038
Hooksett NH 03106-6038

Sousa Realty & Development Corp
46 Lowell Road
Hudson NH 03051

Despres and Associates Inc
41 Main Street
Jaffrey NH 03452

Greenwald Realty Associates
55 Main Street
Keene NH 03431

RE/MAX Town & Country
117 West Street
Keene NH 03431

Bradshaw & Bradshaw/Industrial Real Estate
160 Emerald Street
Keene NH 03431

Mr John R Bradshaw
Bradshaw & Bradshaw Inc
PO Box 421
Keene NH 03431-0421

Prudential Brown & Tent Realtors
428 Main Street
Keene NH 03431

Mr George Foskett
ERA Masiello Group
69A Island Street
Keene NH 03431

Mr Charles Miller
Coldwell Banker Tattersall & Assoc RE
391 West Street
Keene NH 03431-2403

Mr. A Ranger Curran
RE/MAX Town & Country
117 West Street PO Box 1060
Keene NH 03431

Ms Beverly George
Northeast Appraisal Service
149 Drinkwater Road
Kensington NH 03833

Mr Kent D Lock Jr
Dewolfe Companies Inc
1083 Union Avenue
Laconia NH 03246

Mr Charles Schubert
Applied Economic Rearch
109 Court Street
Laconia NH 03246

Ms Pepper Anderson
Hadlock Real Estate
226 Main Street
Littleton NH 03561

Mr Steve Weeks
Coldwell Banker Commercial
348 Court Street
Laconia NH 03246

Mr Andy Levy
The Meg Companies
25 Orchard View Drive
Londonderry NH 03053-3376

Mr King Covey
Golden & Covey Realtors
213 Main Street
Littleton NH 03561

Ms Judith Tinkham
Tinkham Realty
Route 102
Londonderry NH 03053

Omni Group
PO Box 397
Manchester NH 03105-0397

Mr Glenn Newberry
Americorp Real Estate Services
175 River Road
Manchester NH 03104

Mr Tom Farrelly
Cushman and Wakefield of NH Inc
650 Elm Street Second Floor
Manchester NH 03101

Mr Don Eaton
Eaton Partners Inc
814 Elm Street
Manchester NH 03101

Mr Richard Danais
Danais Realty Group
799 Mammoth Road
Manchester NH 03104

Mr Joseph Fremeau
Fremeau Appraisal Inc
11 Stark Street
Manchester NH 03101-1935

Mr John A Jackman
Jackman Commercial Realty Inc
526 Fox Hollow Way
Manchester NH 03104

Mr Gregory Barrett
KAS-BAR Realty
65 West Merrimack Street
Manchester NH 03101-2321

Mr John Madden
JCM Management Company Inc
540 North Commercial Street
Manchester NH 03101

Mr Richard Marquis
NE Business Property
PO Box 5075
Manchester NH 03108-5075

Ms Pamela Halvorsen
Laureate Realty Corporation
1 Sundial Ave - Suite 505
Manchester NH 03103

Mr Russell Poirier
Martel Realty
Second Street
Manchester NH 03102

Mr William Norton
Norton Asset Management Inc
342 Commercial Street
Manchester NH 03101-1127

Mr Allan Clark
REI Service Corporation
763 Chestnut Street
Manchester NH 03104-3011

Mr Ronald Dupont
Red Oak Property Management Inc
289 Pine Street
Manchester NH 03103

Mr Kirk Roth
Roth & Roth LLC
155 Dow Street
Manchester NH 03101

H J Stablile & Son Inc
21 Manchester Street #200
Merrimack NH 03054-4801

Mr Charles Thibedeau
CPManagement
Three Mound Court
Merrimack NH 03054

Dahl House Realty
26 Dahl Road
Merrimack NH 03054-4534

Mr Lawrence Hirsch
Hirsch & Company Inc
32 Daniel Webster Highway Suite #1
Merrimack NH 03054-4859

Prudential RE Marsha Roster
633 Elm street
Milford NH 03055

Mr John Bertson
Broker
97 South Main Street
Mont Vernon NH 03057

Prudential – Crain Realty
216 DW Highway South
Nashua NH 03062

Mr Peter K Smith
Smith & Company
60 Main Street Suite T300
Nashua NH 03060-2720

Carlson Norwood Real Estate
150 Broad Street
Nashua NH 03063-3214

Prolman Realty Inc
100 Elm Street
Nashua NH 03060

Mr Martin Tymowicz
C-21 Dick Cardinal Associates
358 Main Street
Nashua NH 03060

Mr Timothy Paige
Cameron Real Estate
400 Amherst Street Suite 202
Nashua NH 03063

Mr William Luers
Tamposi Nash Real Estate Group Inc
400 Amherst Street
Nashua NH 03063

Mr Gerald Nash
The Nash Group
40 Temple Street
Nashua NH 03060

Mr Mark Nash
MA Nash Construction LLC
40 Temple Street
Nashua NH 03060

Mr Robert Winkler
Advanced Realty Group
PO BOX 26
Newport NH 03773-3029

Mr Samuel Tamposi, Jr
Tana Properties LP
20 Trafalgar Square Suite 602
Nashua NH 03063

Ms Angie Kopka
Kopka Real Estate Inc
129 E Dunstable Road
Nashua NH 03062

Mr Ed Bucznski
ERA Masiello Group
436 Amherst Street
Nashua NH 03063

Mr Michael H Monks SIOR
Monks & Company Inc
2 Townsend West
Nashua NH 03063

Mr Phillip Kennedy
Korsak Realty
20 Trafalgar Square
Nashua NH 03063

Mr Lawrence Richards
RE/MAX Properties I
230 Amherst Street
Nashua NH 03063

Mr Bradley Vear
Vear Commercial Properties
547 Amherst Street
Nashua NH 03063-4000

Mr Richard Bowker
Dewolfe Companies Inc
337 Amherst Street
Nashua NH 03063

Mr Robert Bramley
Robert Bramley Real Estate
373 W Hollis Street
Nashua NH 03060

Mr Jim Ward
Equity Group
46 Newport RD - Ste 103
New London NH 03257

Mr Richard Badger
Badger Realty Corp
PO Box 750
No Conway NH 03860

Mr Tom Anchor
Tom Anchor C. Realty
PO Box 1580
North Conway NH 03860

Ms Joy Tarbell
Prudential Joy Tarbell Realty
3277 White Mountain Highway - Ste #2
North Conway NH 03860-5126

Mr William Jones
RE/MAX Presidential
3280 White Mountain Highway
North Conway NH 03860

Mr Ed O'Halloran
Badger Realty
PO Box 750
North Conway NH 03860

Mr Donald Ronning
Sunlite Realty Corp
PO Box 862
Pelham NH 03076

Ms Wendy Panarello
Fairway Real Estate LLC CD
566 Pembroke Street
Pembroke NH 03275

Ms Jody Keeler
NH Realty Links
556 Pembroke Street
Pembroke NH 03275

Mr Charles Kendrick
RE/MAX Alliance
176 Plaistow Road
Plaistow NH 03865

Bill Mouflouze Real Estate
PO Box 6541
Portsmouth NH 03802

The Kane Company Inc
135 Commerce Way Suite 100
Portsmouth NH 03801

Mr Andrew Fleisher
Fleisher Commercial Real Estate
60 Taft Road
Portsmouth NH 03801-5755

G Brandt Atkins
NH Real Estate Management & Brokerage Inc
38 State Street
Portsmouth NH 03801

Mr Joseph Shanley
Joe Shanley Real Estate
PO Box 467
Portsmouth NH 03802-0467

Mr Peter Stanhope Realtor
Stanhope Group
500 Market Street Suite C1
Portsmouth NH 03801

Ms Barbara Webber
30 Maplewood Avenue Trust
C/O Presidential Estates/1020 Southern Artery
Quincy MA 02169

Mr David Lefebvre
Source Real Estate (CD)
PO Box 1490
Portsmouth NH 03802-1490

Leger Realty
256 Main Street
Rindge NH 03461

Mr Joel Bergquist
BJA Realty
3 Monadnock Rd #9
Rindge NH 03461

Mr William Cormier
Hourihane Cormier & Associates
170 South Main Street
Rochester NH 03867

Mr Berge Nalbandian
Berge's Real Estate
22 South Braodway
Salem NH 03079

Mr Paul Garabedian
Paul Garabedian & Sons
179 Main Street
Salem NH 03079

Mr Harry Shea
Shea Commercial Properties Inc
Stiles Road, Suite 204
Salem NH 03079

Ms Nettie Thompson
Coldwell Banker Wesley Group
15 Ermer Road Suite 101
Salem NH 03079

Mr William Loosigian
154 Main Street LLC
PO Box 2273
Salem NH 03079

Mr Gregory Mazza
21 Lady Lane
Salem NH 03079

Mr Robert Wallard
C-21 Allard & Merrill Inc
10 South Broadway
Salem NH 03079

Mr Christopher B Goodnow
Goodnow Real Estate Services
PO Box 2389
Salem NH 03079

Ms Mary Brown
MF Brown Real Estate
3 Heights Road
Stratham NH 03885

Mr Larry Zampieri
NH Real Estate Management & Brokerage Inc
350 Route 108 Suite 210
Somersworth NH 03878

Mr Jerry McCarthy
McCarthy Properties
PO Box 100
West Wareham MA 02576

Mr Paul Skarin
Paul W Skarin Real Estate
178 Young Hill Road PO Box 675
Sunapee NH 03782

Southwind Realty Inc/Coldwell Banker
33 Indian Rock Road Suite 1
Windham NH 03087

Mr Bruce Waters
McLaughry Commercial
93 South Main Street PO Box 5419
West Lebanon NH 03784-5419

Caldwell Banker Southwind Realty Inc
Route 111 Village Green Mall
Windham NH 03087

Century 21 - Noreast
58 Range Road
Windham NH 03087

Mr John Wolters
218 Jericho Road LLC
#1 Wall Street
Hudson NH 03051

Mr Ralph Valentine
The Valentine Group
18 Telo Road
Windham NH 03087

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

FROM: Stephen Lorentzen
Department of Administrative Services
Division of Plant and Property Management

DATE: October 13, 2016

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: C&C Thibodeau Properties, LLC, PO Box 1700, Conway, NH

DESCRIPTION: Lease Amendment: Approval of the enclosed retroactive amendment will extend the term of the current lease by up to an additional twenty (20) months allowing continued occupancy of DHHS's current Eastern District Office comprised of 12,447 square feet of space. During the extended term the Department will complete a competitive RFP process and submit any subsequent lease to all authorizing parties.

TERM: Up to twenty (20) months: October 8, 2016 expiration extended to not later than June 8, 2018.

RENT: 2% escalation fixed for the term: current annual rent of \$201,765.87 (\$16.21 per SF) shall be prorated to monthly rate of \$16,813.82.

JANITORIAL:

UTILITIES: Included in annual rent

TOTAL TERM (20 month) COST: \$336,276.40 (\$16.21 per SF total cost)

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent proposed long term 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:
Division of Plant & Property Management


Stephen Lorentzen, Administrator

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner