

**STATE OF NEW HAMPSHIRE**



**GOVERNOR'S OFFICE**

for

**EMERGENCY RELIEF AND RECOVERY**

June 23, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a sole source beneficiary award (or grant) with the Community College System of New Hampshire (CCSNH) (Vender Code 216952), in an amount not to exceed \$2,550,000, to expand, enhance and modernize engineering technology related programming, designed to equip graduates with skills for careers in the regional economy, upon Governor and Council approval through June 30, 2022. 100% Federal Funds.

All transactions will be accounted for using activity codes to be determined and as assigned by GOFERR.

Funding is available as follows:

01-02-002-020210 – Office of the Director, 24xx, ARP Grants and Disbursements	<u>FY 2022</u> \$2,550,000
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**EXPLANATION**

The Nashua Community College (NCC) Engineering Technology Renovation project within a facility at NCC will expand, enhance and modernize engineering technology related programming, designed to equip graduates with skills for careers in the regional economy, including through short-term training and degree programs. This Project meets an acute and endemic workforce need in the advanced manufacturing sector and can help re-employ workers in high-need areas.

This item is **Sole Source** as NCC is somewhat uniquely qualified to offer advanced manufacturing education and training, and this grant is an opportunity to make them even more qualified.

In the event that Federal funds become no longer available, General Funds will not be requested to support this program. This is an allowable use of American Rescue Plan, Coronavirus State Federal Recovery Funds; under Section 602 (c)(1)(C) for the provision of necessary for government services.

Respectfully submitted,

Taylor Caswell  
Executive Director, GOFERR

COVID-19 ARPA SFRF Grant Agreement

(Beneficiary Award)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office for Emergency Relief and Recovery

1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301

1.3. Grantee Name: Community College System of New Hampshire (CCSNH)

1.4. Grantee Address: 26 College Drive, Concord, NH 03301-7425

1.5 Grantee Telephone Number 603-230-3509

1.6. State Vendor Number: 216952-B001

1.7. Completion Date: 6/20/2023

1.8. Grant Amount not to exceed \$ 2,550,000

1.9. Grant Officer for GOFERR: Susan Lambert

1.10. GOFERR Telephone Number: (603)271-3806

1.11. Grantee Signature: Designated Signing Authority.

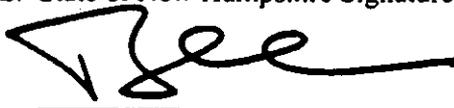
 Date: 6/23/2021

Signature

Print Name: Scott Fields

Title: Chief Operating Officer

1.12. State of New Hampshire Signature:

 Date: 23 JUNE 2021

Signature

Print Name: TAYLOR CASWELL Title: EXECUTIVE DIR., GOFERR

Approved: New Hampshire Department of Justice:

 Date: 6/23/21

Signature

2. **SCOPE OF ALLOWABLE USE OF FUNDS:** In exchange for grant funds from the American Rescue Plan Act (ARPA) STATE FISCAL RECOVERY FUNDS (SFRF), CFDA number 21.027 granted to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined as CCSNH will at the Nashua Community College (NCC) complete the Engineering Technology Renovation project within a facility at NCC which will expand, enhance and modernize engineering technology related programming, designed to equip graduates with skills for careers in the regional economy, including through short-term training and degree programs. This Project meets an acute and endemic workforce need in the advanced manufacturing sector and can help re-employ workers in high-need areas. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award). CCSNH is a quasi-state agency established by statute, and these funds are being provided as an allowable use of American Rescue Plan, Coronavirus State Federal Recovery Funds, under Section 602 (c)(1)(C) for the provision of necessary government services.

3. **EFFECTIVE DATE: COMPLETION OF GRANT:** This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by GOFERR in Paragraph 1.12 ("the Effective Date"). The expenses and project described herein that are the basis of this award must be incurred in their entirety prior to June 30, 2023. A final report is due within 30 days of completion or no later than July 31, 2023 as provided in Paragraph 1.1.

4. **GRANT AMOUNT: LIMITATION ON AMOUNT:** The Grant Amount is identified in Paragraph 1.8. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by GOFERR of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, GOFERR shall have no liabilities to the Grantee other than the Grant Amount.

5. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS:** In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. **RECORDS AND ACCOUNTS:** Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to all invoices, contracts, expenses or other

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Date 6/23/2021  
Page 2 of 4

accounting records of costs associated with the project. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as GOFERR, the Governor's Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the GOFERR hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

#### 8. EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, GOFERR may take any one, or more, or all, of the following actions:

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO GOFERR: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind GOFERR nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the GOFERR to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of GOFERR

to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. **REPORTING:** Grantee shall submit a final report electronically by e-mail to the GOFERR grant officer within 30 days of completion or no later than July 31, 2023 demonstrating all necessary business expenditures necessary for project completion. Any funds not expended must be returned to GOFERR with the final report and is subject to recoupment.

12. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

13. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the GOFERR website.

GOFERR will assert that the other financial information submitted in support of this award in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

14. **CERTIFICATION:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
- d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.