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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
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August 17, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Division of Educator Support and Higher Education, to enter into a **Retroactive, Sole Source** cooperative project agreement with Granite State College, Concord, NH (Vendor Code 315187), for an amount not to exceed \$57,324.00 for the use of office space for the Division of Educator Support and Higher Education, in Concord, NH, effective upon Governor and Council approval for the period of August 16, 2021 to August 15, 2022. 100% Other Funds.

Funds to support this request are available in the account titled Education Credentialing in Fiscal Year 2022 as follows;

06-056-056-566510-90080000-102-500731 - Contracts for Program Services:

| SFY | Monthly Rent | Total Annual Amount |
|----------------|--------------|---------------------|
| 2022 | \$4,777.00 | \$57,324.00 |
| Contract Total | | \$57,324.00 |

EXPLANATION

The Department of Education, Division of Educator Support is seeking approval to enter into a cooperative project agreement with Granite State College, located at 25 Hall Street, Concord NH for temporary office space. The item is **sole source** and **retroactive** due to Londergan Hall Office Building's ongoing asbestos abatement process and the need to quickly relocate staff to an alternative office setting due to unexpected, multiple failed air quality tests at the start of the abatement process. Originally, as the Division of Educator Support and Higher Education's area was previously abated, it was planned that staff would remain in their Londergan offices throughout the abatement process. Unfortunately, due to the multiple failed air quality monitoring tests at the start of the abatement process, employees needed to vacate the building on short notice, therefore necessitating collaboration with Granite State College to find appropriate office space throughout the entirety of this abatement process.

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and the Honorable Council
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The rental rate in the cooperative project agreement is inclusive heat, air conditioning, sewer, water, electricity, real estate taxes, insurance, janitorial, snow plowing and removal, parking and building and site maintenance.

The Department of Education, Division of Educator Support and Higher Education is seeking approval to enter into this cooperative project agreement for 12 months with an option to extend the agreement for 6 additional months if needed. Approval of this agreement will allow the Division of Educator Support and Higher Education to continue to provide support and services to the public while the Londergan Hall office building completes the asbestos abatement process.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

COOPERATIVE PROJECT AGREEMENT
 between the
STATE OF NEW HAMPSHIRE, Department of Education
 and the
Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Education, (hereinafter "State"), and the University System of New Hampshire, acting through Granite State College, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall be effective retroactively to 8/16/21, subject to the approval of the Governor and Council of the State of New Hampshire ("Effective date"), and shall end on 8/15/2022. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Asbestos Abatement Office Space Rental Project

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

| State Project Administrator | Campus Project Administrator |
|---|---|
| Name: Stephen Appleby | Name: Peter Conklin |
| Address: NH Department of Education 101 Pleasant Street Concord, NH 03301 | Address: Granite State College 25 Hall St Concord, NH 03301 |
| Phone: 603-333-0257 | Phone: 603-387-7389 |

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

| State Project Director | Campus Project Director |
|---|---|
| Name: Stephen Appleby | Name: Peter Conklin |
| Address: NH Department of Education 101 Pleasant Street Concord, NH 03301 | Address: Granite State College 25 Hall St Concord, NH 03301 |
| Phone: 603-333-0257 | Phone: 603-387-7389 |

Campus Authorized Official

Date

MW
9/9/21

F. Total State funds in the amount of \$57,324.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share Click here to enter text. % of total costs during the term of this Project Agreement.

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

G. Check if applicable

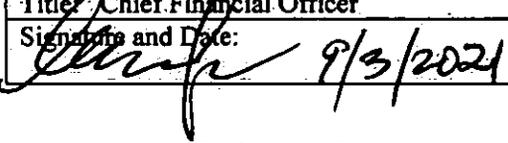
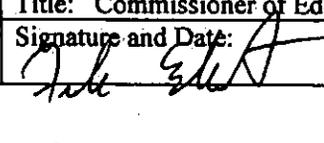
Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:
Click here to enter text.

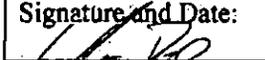
H. State has chosen not to take possession of equipment purchased under this Agreement.

State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the Choose an item. and the State of New Hampshire, Department of Education have executed this Project Agreement:

| | |
|---|--|
| By An Authorized Official of: | By An Authorized Official of: |
| University of New Hampshire | Department of Education |
| Name: Marcel Vernon | Name: Frank Edelblut |
| Title: Chief Financial Officer | Title: Commissioner of Education |
| Signature and Date:  9/3/2021 | Signature and Date:  9/3/2021 |

| | |
|---|--|
| By An Authorized Official of: | By An Authorized Official of: |
| The New Hampshire Office of the Attorney General | The New Hampshire Governor & Executive Council |
| Name: Christopher Bond | Name: |
| Title: Attorney | Title: |
| Signature and Date:  9/3/2021 | Signature and Date: |

Campus Authorized Official 
Date 9/3/21

EXHIBIT A

A. Project Title: Asbestos Abatement Office Space Rental Project

B. Project Period: August 16, 2021 to August 15, 2022

C. Objectives: To provide office and meeting space for State workers displaced from NH DOE Londergan Hall due to that site's ongoing asbestos abatement

D. Scope of Work: Granite State College (GSC) (vendor code 315187) shall provide: Office and meeting space consisting of 18 offices, a conference room, and a kitchen/break room, space commonly known as "Suite 002" of the building located at 25 Hall Street, Concord, NH, as well as shared access to an additional shared conference room and restrooms in the same building (the "Office Space"). GSC shall also provide heat, air conditioning, sewer and water service, electricity, real estate taxes, insurance, janitorial services, snow plowing and removal, and building and site maintenance for the Office Space (the "Services").

E. Deliverables Schedule: State shall have use of the Office Space and the attendant Services beginning on August 16, 2021, and continuing through August 15, 2022, unless earlier terminated as set forth in Section G of this Exhibit A.

F. Budget and Invoicing Instructions: Payment is to be made on the basis of invoices for the set amount of \$4,777.00 per month for use of the Office Space and the Services for each month of occupancy by State. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be submitted to:

Stephen Appleby, Director of Educator Support and Higher Education
101 Pleasant Street, Concord NH 03301
Stephen.m.appleby@doe.nh.gov

Funding Source: Funds to support this request are available in the account titled Education Credentialing in Fiscal Year 2022, as follows:

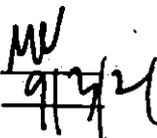
06-056-056-566510-90080000-102-500731 - Contracts for Program Services

| SFY | Monthly Rent | Total Annual Amount |
|------|----------------|---------------------|
| 2022 | \$4,777.00 | \$57,324.00 |
| | Contract Total | \$57,324.00 |

G. Contract Terms: GSC shall make the Office Space and Services available to State for a period of twelve months, commencing on August 16, 2021 through August 15, 2022, subject to the early termination provision below.

Early Termination: State may terminate this Project Agreement early, upon 60 days' written notice to the GSC Campus Project Administrator, provided that State shall have no right to terminate prior to February 15, 2022.

Extension Term: State shall have the option to extend this Project Agreement for an additional six months, up to and including February 15, 2023, upon Governor and Council approval and after providing 60 days' written notice to the GSC Campus Project Administrator.

Campus Authorized Official 
Date 9/17/21