Memo

To: Barnstable County Commissioners
From: Erika Woods, BCDHE, CCHTF Chair
Date: February 1, 2017
Re: Cape Cod Hoarding Task Force

On January 23, 2016 the Cape Cod Hoarding Task Force (CCHTF) held its first Executive Committee Meeting. At that meeting the Committee elected to appoint Alexandra Gerry to the Executive Committee and assign her as the Secretary for the CCHTF. Alexandra is working on various BCDHE projects in collaboration with the Cape Cod Cooperative Extension, and is a Public Health Associate employed and funded by the Centers for Disease Control and Prevention.

We respectfully request that you approve the appointment of Alexandra Gerry to the CCHTF Executive Committee. Per our Charter, the Executive Committee members serve on 3 year rotating terms, however, Alexandra’s assignment to the BCDHE ends on September 30, 2018. We therefore request the appointment to expire as of that date.

Thank you for your consideration.

Request for appointment to CCHTF Executive Committee:

Alexandra Gerry, CDC Public Health Associate-BCDHE

Exp. Sept, 30,2018

Leo G. Cakounes
Mary Pat Flynn
Ronald R. Beaty

Date
MEMO

DATE: February 2, 2017
TO: County Commissioners
FROM: Julie Ferguson

SUBJECT: Southern Massachusetts Aquaculture Center (SEMAC) FY 17

The Cape Cod Cooperative Extension has received a grant from the Massachusetts Department of Agricultural Resources in the amount of $37,500.00. This grant award is intended to administer the CCCE Aquaculture Programs. Project priorities include: Water Quality Monitoring, Shellfish Research Farm Network, and Disease Monitoring.

Please sign below to authorize a new fund. Thank you.

Respectfully Submitted,

Julie Ferguson

________________________  ____________________________  ____________________________
Leo Cakounes             Mary Pat Flynn              Ronald Beaty
County Commissioner      County Commissioner         County Commissioner
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/trac under Guidance For Vendors - Forms or www.mass.gov/trac under OSD Forms.

CONTRACTOR LEGAL NAME: Cape Cod Cooperative Extension (and d/b/a): Mass Cooperative Extension Legal Address: (W-9, W-4, T&IC): P.O. Box 367; Barnstable, MA 02630 Contract Manager: Diane Murphy Phone: 508-375-6853 Fax: 508-375-6887 E-Mail: dmurphy@whoil.edu

COMMONWEALTH DEPARTMENT NAME: Department of Agriculture Resources MMARS Department Code: AGR Business Mailing Address: 251 Causway Street Suite 500 Boston, MA 02114 Billing Address (if different): Contract Manager: Sean Bowen Phone: 617-626-1724 Fax: 617-626-1850 E-Mail: Sean.Bowen@state.ma.us

Contractor Vendor Code: Vendor Code Address ID (e.g. "AD004"): AD004

(Note: The Address ID must be set up for EFT payments.)

X. NEW CONTRACT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
- Statewide Contract (ODS or an ODS-designated Department)
- Collective Purchase (attach ODS approval, scope, budget)
- Department Procurement (includes State or Federal grants §15 CMR 2.00) (attach RFR and Response or other procurement supporting documentation)
- Emergency Contract (attach justification for emergency, scope, budget)
- Contract Employee (attach Employment Status Form, scope, budget)
- Legislative/Legal or Other (attach authorizing language/justification, scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to receipt for Commonwealth owed debts under 815 CMR 9.00.
- Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
- Maximum Obligation Contract (attach details and terms of each obligation) $37,000

X. Prompt Payment Discount (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 20A): only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications). The Cape Cod Cooperative Extension is to receive grant funding to administer the Southeastern Massachusetts Aquaculture Center, as specified in Exhibit 1, Amendments A-E, all attached hereto and incorporated herein by reference.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
- 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- 2. may be incurred as of 20 A date LATER than the Effective Date and no obligations have been incurred prior to the Effective Date.
- 3. were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2017, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Department, or a Department, or a later Amendment or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in better value, lower costs, or a more cost effective Contract.

X. AUTHORIZING SIGNATURE FOR THE CONTRACTOR: (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ____________________________  Date: ______________
Print Title: ____________________________

X. AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

Print Name: ____________________________  Date: ______________
Print Title: Director, Division of Conservation and Technical Assistance

(Updated 3/21/2014) Page 1 of 6
NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 615 CMR 2.00 and State Grants and Federal Subgrants Policy. Departmental Master Agreements (MA). If multi-Department user Contract, Identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to properly is threatened.

Collective Purchases. Check this option when the Department requires the performance of an individual Contractor, and when the planned performance with an Individual has been classified using the Employment Status Form (prior to the Contractor’s selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment (“material change” in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material” change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.67, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost-effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employees. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being
comprehensively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and Policies.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts, and Amendments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may negotiate “flex” or “prompt pay” discounts, but payments are NOT entitled to a prompt payment discount (PPD) unless the Commonwealth’s loss of investment income from this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L.c. 29, s. 23A). See Prompt Pay Discounts Policy. PPDs are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle or a payment exemption such as Ready Payments (G.L.c. 29, s. 23A) or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic instalments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD may be used in a legal justification in Contract file for audit purposes, explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. FY2012 or FY2012-14), Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter “Multi-Department Use” if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new contract offer to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012 or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L.c. 4, § 5.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L.c. 4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractors and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must be current in their own handwriting and in ink and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name/Title: The Contractor Authorized Signatory’s name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must be current in their own handwriting and in ink and enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Enter the Authorized Signatory’s name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

(Updated 3/21/2014) Page 3 of 6
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are not being taken by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor shall not claim confidentiality or trade secret protections solely for viewing, but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor’s own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 2AP G.L. c. 50, s. 3BP; G.L. c. 149, s. 27C; G.L. c. 149, s. 244C; G.L. c. 149, s. 148D and G.L. c. 150, s. 2AC.

Applicable Laws. The Contractor shall comply with all applicable state and federal laws and regulations governing its bidding and remitting the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 608 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); ACAIP Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to handle and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department’s determination of performance delivered and accepted. The Contractor’s acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor’s failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 27 and G.L. c. 29, s. 27, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidy, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department may not authorize or accept performance in excess of an allowable appropriation and allotment or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 27A, s. 9B. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 45A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and in good standing with respect to all state taxes and returns due, reporting of employers and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 194A, s. 12; TRIR 06-11; New Independent Contractor Provisions and applicable IRS.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor’s ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorney representing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disclosure of personal data and information under G.L. c. 311C and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93G for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information provided further that any Contractor having access to credit or bank information of Commonwealth customers certifies the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, dissemination, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor’s security breach including but not limited to liability under G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); G.L. c. 7, s. 24A (Prevailing Wages and prevailing wage programs and payment under the program’s insurance and contributions; workers’ compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c. 153 (Liability for Injuries); 29 USC s. 8 (Fair Labor Standards); 29 USC s. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws, the Americans with Disabilities Act, 42 U.S.C Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 796; 29 USC c. 18, s. 797; 29 USC c. 18, s. 823; the 42 USC c. 45 (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law; G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC s. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, s. 92A, Section 92A, Section 98 and Section 98A, and G.L. c. 11, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order No 504 or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523. If qualified through the SBPP COMBUYSS subscription process at www.combuys.com and with acceptance of the terms of the SBPP participation agreement, the Contractor is deemed to have satisfied any liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandates Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

Contracts. The following language will apply to information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U10, U15, U68 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSG. Pursuant to Section 11. Indemnification of Commonwealth Terms and Conditions, this term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, replace, or replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include damage to the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specify the sections of reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clification may not be modified.

Northern Ireland Certification. Pursuant to G.L.c. 75, s. 22c for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious or other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and U05 object codes subject to G.L. Chapter 29, s. 29a). Contractors must make required disclosures as part of the RFP Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies that the parties and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 139. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(d)(3)-1, and IRS Audit Guidelines, Voluntary) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limitation under Section 11 of the Commonwealth’s Terms and Conditions, shall entitle the Commonwealth to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 26A, specifically s. 5 (i) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division’s Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division’s “Security Policies”; (3) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency, including the protection of the information from unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on color, race, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in
discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATORY NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leo Cakounes</td>
<td>County Commissioner</td>
</tr>
<tr>
<td>Mary Pat Flynn</td>
<td>County Commissioner</td>
</tr>
<tr>
<td>Ron Beaty</td>
<td>County Commissioner</td>
</tr>
<tr>
<td>John Yunits</td>
<td>County Administrator</td>
</tr>
</tbody>
</table>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

______________________________
Signature

Date:

Title: Telephone:
Fax: Email:

[Listing can not be accepted without all of this information completed.]
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

A copy of this listing must be attached to the "record copy" of a contract filed with the department.
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, __________________________________________ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

__________________________, 20______.

My commission expires on:

AFFIX NOTARY SEAL

I, __________________________________________ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

__________________________, 20______.

AFFIX CORPORATE SEAL
Attachment A

Work Plan

The Contractor is to receive grant funding to continue the work of the Contractor’s Aquaculture Center (SEMAC or the Southeastern Massachusetts Aquaculture Center). Funding is to be expended in the amounts specified for the activities below; all as further specified in Attachment C: Project Proposal.

1. Disease Research Network - $20,000. For continuation of the Disease Research Network project, and dissemination of findings
2. Water Quality Monitoring - $10,000. For maintenance of existing water quality monitoring equipment; and for continuation of the Water Quality Monitoring Program.
3. Shellfish Research Farm Network - $3,750. For continuation of the Shellfish Research Farm Network, and dissemination of findings.
4. Administration - $3,750. For the administration of the SEMAC funding.

Contract Invoicing and Reporting Requirements:

The Contractor shall provide the Department a project report on April 30, 2017. The reports shall describe the progress of each task outlined in the work plan. Further, the report must indicate the expenses incurred to date.

By June 30, 2017, the Contractor shall submit a signed invoice that bills the Department for the entire grant amount.

By December 31, 2017 the Contractor shall provide a final report to the Department’s Contract Manager. This report shall consist of the following elements:

- a narrative explaining, in detail, how the activities of this contract were completed.
- electronic copies of any training, promotional or informational / other materials that were created as part of this contract.
- an accounting of expenses showing how grant funding was expended to complete the activities of this contract. This accounting of expenses shall be substantiated with appropriate documentation showing how the funds were expended. The expenses are to be substantiated with documentation, including but not limited to time logs, contracts and invoices.
To: County Of Barnstable  
Re: Contract # INTF2354M04301822071

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed and dated (Preferred BLUE INK). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact Victoria Pech at 617-624-5807. An original contract package must be completed by 2/10/2017 and mailed to:

Department of Public Health  
Purchase of Service Office  
250 Washington St., 8th Floor  
Boston, MA 02108-4619  
Attention: Victoria Pech
January 31, 2017

Elizabeth Albert
County of Barnstable
P.O. Box 368
Barnstable MA 02630

Dear Ms. Albert:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has amended your contract to provide BSAS Prevention MOAPC services. This contract, #INTF2354M04301822071 has been increased in the amount of $51,878.20 for a revised maximum obligation of $151,878.20 which will be in effect through June 30, 2017.

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the federal government, #4512-9069(CFDA#93.959). Providers receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

If you have any questions, please call the Bureau at (617) 624-5146.

Charles A. Whiteman, Director of Administration and Finance
Bureau of Substance Abuse Services
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), the Office of the Comptroller (OCR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-contracting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/aspd under Guidance for Vendors - Forms or www.mass.gov/aspd under OSD Forms.

<table>
<thead>
<tr>
<th>CONTRACTOR LEGAL NAME:</th>
<th>COUNTY OF BARNSTABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(and d/b/a):</td>
<td>(and d/b/a):</td>
</tr>
<tr>
<td>Legal Address: (W-9, W-4 T&amp;G):</td>
<td>3195 Main St, Barnstable, MA 02630-1105</td>
</tr>
<tr>
<td>Contract Manager: Elizabeth Albert</td>
<td>E-Mail: <a href="mailto:balbert@barnstablecounty.org">balbert@barnstablecounty.org</a></td>
</tr>
<tr>
<td>Phone: 508-375-6629</td>
<td>Fax: 598-362-6290</td>
</tr>
<tr>
<td>Contractor Vendor Code: VC0000194979</td>
<td></td>
</tr>
<tr>
<td>Vendor Code Address ID (e.g. &quot;ADD91&quot;): ADD91.</td>
<td></td>
</tr>
<tr>
<td>(Note: The Address ID must be set up for EFT payments.)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMONWEALTH DEPARTMENT NAME:</th>
<th>DEPARTMENT OF PUBLIC HEALTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIMARS Department Code: DPH</td>
<td>Office of the Comptroller</td>
</tr>
<tr>
<td>Business Mailing Address:</td>
<td>250 Washington Street, Boston, MA 02108</td>
</tr>
<tr>
<td>Billing Address (if different):</td>
<td></td>
</tr>
<tr>
<td>Phone: 617-624-5067</td>
<td>Fax: 617-624-5017</td>
</tr>
</tbody>
</table>

**NEW CONTRACT**

<table>
<thead>
<tr>
<th>PROCUREMENT OR EXCEPTION TYPE:</th>
<th>CHECK (One option only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statewide Contract (OSD or an OSD-designated Department)</td>
<td></td>
</tr>
<tr>
<td>Collective Purchase (Attach OSD approval, scope, budget)</td>
<td></td>
</tr>
<tr>
<td>Departmental Procurement (includes State or Federal grants $15 CMR 2.00)</td>
<td></td>
</tr>
<tr>
<td>(Attach RFP and Responses or other procurement supporting documentation)</td>
<td></td>
</tr>
<tr>
<td>Emergency Contract (Attach justification for emergency, scope, budget)</td>
<td></td>
</tr>
<tr>
<td>Contract Employee (Attach Employment Status Form, scope, budget)</td>
<td></td>
</tr>
<tr>
<td>Legislative/Legal or Other (Attach authorizing language/justification, scope and budget)</td>
<td></td>
</tr>
</tbody>
</table>

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) have been executed, filed with CTR and is incorporated by reference into this Contract.

<table>
<thead>
<tr>
<th>X COMMONWEALTH TERMS AND CONDITIONS</th>
<th>COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES</th>
</tr>
</thead>
</table>

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intersp for Commonwealth owed debts under $15 CMR 9.00.

<table>
<thead>
<tr>
<th>Rate Contract</th>
<th>Rate Contract (No Maximum Obligation)</th>
</tr>
</thead>
</table>

**X. CONTRACT AMENDMENT**

Enter Current Contract End Date Prior to Amendment: 06/30, 2020.

Enter Amendment Amount: $51,678,20 (or no change).

**AMENDMENT TYPE:** (Check one option only. Attach details of Amendment changes.)

<table>
<thead>
<tr>
<th>X Amendment to Scope or Budget</th>
<th>Amendment to Scope or Budget (Attach updated scope and budget)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Contract</td>
<td>Interim Contract (Attach justification for Interim Contract and updated scope and budget)</td>
</tr>
<tr>
<td>Contract Employee</td>
<td>Contract Employee (Attach any updates to scope or budget)</td>
</tr>
<tr>
<td>Legislative/Legal or Other</td>
<td>Legislative/Legal or Other (Attach authorization language/justification and updated scope and budget)</td>
</tr>
</tbody>
</table>

**X. CONTRACT AMENDMENT**

Enter Total Maximum Obligation for total duration of this Contract (or new total if Contract is being amended): $51,678,20.

**X. MAXIMUM OBLIGATION DISCOUNTS (PPO):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPO as follows: Payment issued within 10 days ___% PPO, Payment issued within 15 days ___% PPO, Payment issued within 20 days ___% PPO, Payment issued within 30 days ___% PPO. If PPO percentages are left blank, identify reason: ___ agree to standard 45 day cycle X statutory/legal or Ready Payments (G.L. c. 29, §20a).

**X. PROMPT PAYMENT DISCOUNTS (PPO):**

Only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**X. BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

**X. CONTRACT END DATE:** Contract performance shall terminate as of 06/30, 2020, with no new obligations being incurred after this date unless the Contract is properly amended.

**X. CONTRACT PERFORMANCE:** The terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any course or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**X. CERTIFICATIONS:** (Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Effective Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereon) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein to the followingmars Contract Form including the instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in $01 CMR 21.07. Incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

<table>
<thead>
<tr>
<th>X. AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</th>
<th>X. AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X: ___________________ Date: _______________</td>
<td>X: ___________________ Date: _______________</td>
</tr>
<tr>
<td>(Signature and Date Must Be Handwritten At Time of Signature)</td>
<td>(Signature and Date Must Be Handwritten At Time of Signature)</td>
</tr>
<tr>
<td>Print Name: ____________________________</td>
<td>Print Name: ____________________________</td>
</tr>
<tr>
<td>Print Title: ____________________________</td>
<td>Print Title: ____________________________</td>
</tr>
</tbody>
</table>

(Updated 3/2/2016) Page 1 of 5.
PURCHASE OF SERVICE – ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: County Of Barnstable
Program Type: Mass Collaborative for Action, Leadership and Learning 2
Program Name: 
Program Address: PO BOX 368
City/State/Zip: BARNSTABLE, MA 02630-0368
Contact Person: Elizabeth Albert
Telephone: 508-376-8626

Department Name: Massachusetts Department of Public Health
Document ID #: INTF2354M04301822071
UFR Program:
MMARS Program Code: 4940
Other Reference Information (Information Purposes Only):

RFR INFORMATION: [ ] Attached [X] RFR Reference # 301822
[ ] Legislative exemption [ ] Emergency [ ] Collective Purchase [ ] Interim [X] Amendment

SCOPE OF SERVICES: [X] Bidders Response Attached [ ] Description of Services Attached
TOTAL ANTICIPATED CONTRACT DURATION: 1/5/2016 to 8/30/2020
INITIAL DURATION: 1/5/2016 to 8/30/2020
OPTIONS TO RENEW: ******Refer to RFR for options to renew and for years each option******

FISCAL TERMS

Price is established through: (Check 1, 2, or 3)
[ ] OPTION 1: PRICE AGREEMENT (list price)
$ ___________________________
Rate Regulation (If any) __________
[ ] OPTION 2: SUMMARY BUDGET ("T" Lines only)
[ ] Unit Rate
[ ] Cost Reimbursement
[ ] Other ____________________
[ ] OPTION 3: COMPLETED BUDGET
[ ] Cost Reimbursement
[ ] Unit Rate
[ ] Other ____________________

FUNDING SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Prior Years</th>
<th>Current Years</th>
<th>Future Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2016</td>
<td>2017</td>
<td>2018</td>
</tr>
<tr>
<td>Amount</td>
<td>$170,000.00</td>
<td>$151,878.20</td>
<td>$100,000.00</td>
</tr>
<tr>
<td></td>
<td>2015</td>
<td></td>
<td>2019</td>
</tr>
<tr>
<td>Amount</td>
<td>$50,000.00</td>
<td></td>
<td>$100,000.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>2020</td>
</tr>
<tr>
<td>Amount</td>
<td></td>
<td></td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Total</td>
<td>$220,000.00</td>
<td>$151,878.20</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

Multi Years Total: $671,878.20

Current Max Obligation: $___________ Unit Rate: $___________ per ________ # Billable Units: ________

Additional Payment or Price Specifications:
Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF2354M04301822071

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year.

☐ New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

☐ Contract Amendment
If choosing amendment you must check off one of the three types below and provide explanation

☐ Increase
Include a clear explanation of what the funding change will support in terms of additional services. These funds are being used to support, broaden, and enhance the opioid abuse overdose prevention efforts of cities and towns funded by BSAS through the MOAPC grant program.

☐ Decrease
Include a clear explanation of what services are being reduced as a result of the funding decrease.

☐ Other
Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATORY NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leo Cakounes</td>
<td>County Commissioner</td>
</tr>
<tr>
<td>Mary Pat Flynn</td>
<td>County Commissioner</td>
</tr>
<tr>
<td>Ron Beaty</td>
<td>County Commissioner</td>
</tr>
<tr>
<td>John T. Yunits</td>
<td>County Administrator</td>
</tr>
</tbody>
</table>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

__________________________________________  Date: ____________

Signature

Title:  Telephone:

Fax:  Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the “record copy” of a contract filed with the department.
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Leo Cakounes, Mary Pat Flynn, Ron Beaty, John T. Yunits

Title: County Commissioners County Administrator

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, ________________________________ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

________________________, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, ________________________________ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual’s identity and confirm the individual’s authority as an authorized signatory for the Contractor on this date:

________________________, 20 _____.

AFFIX CORPORATE SEAL
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Bid Award

On December 19, 2016, the County issued an Invitation for Bids for Golf Course Materials and Services for the Municipal Golf Courses and other Political Subdivisions in the County. Bids were opened on January 12th and nine bids were received. The bids are based on the lowest price per product.

Please award the bid to the following vendors offering the lowest prices as shown on the attached spreadsheet:

✓ Harrell’s LLC
✓ Winfield Solutions
✓ Crop Production Services
✓ Atlantic Golf & Turf
✓ Helena Chemical Company
✓ Site One Landscape Supply Company
✓ Charles C. Hart Seed Company
✓ Horning’s Golf Products
✓ Residex

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.                              Mary Pat Flynn                              Leo Cakounes

Date
<table>
<thead>
<tr>
<th>Product</th>
<th>50 lb bag</th>
<th>Bulk Bag</th>
<th>Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>29-0-7 98% Polyon w.1 Dimension Harrells</td>
<td>45.49</td>
<td>1,819.60</td>
<td>52.00</td>
</tr>
<tr>
<td>30-0-7 70% Polyon w.1 Dimension Harrells</td>
<td>29.16</td>
<td>1,166.40</td>
<td>36.00</td>
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<tr>
<td>26-0-10 70% Polyon 220 sgn Harrells</td>
<td>24.84</td>
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<td>31.84</td>
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<td>Windfield 28-0-14 Multi N Winfield</td>
<td>40.50</td>
<td>1,620.00</td>
<td>49.85</td>
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<td>30-3-7 Duration w.1 Dimension Winfield</td>
<td>39.25</td>
<td>157.00</td>
<td>46.50</td>
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<td>30-3-7 Duration Winfield</td>
<td>39.30</td>
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<td>45.55</td>
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<tr>
<td>19-0-19 IBDU Mid Size Winfield</td>
<td>41.38</td>
<td>1,655.20</td>
<td>47.50</td>
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<tr>
<td>5-4-5 Organic Greens Grade Crop Production Service</td>
<td>39.50</td>
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<tr>
<td>7-7-7 Griggs Greens Grade Winfield</td>
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<td>47.50</td>
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<tr>
<td>Anderson's 18-0-9 polycoat w/ Dimension Winfield</td>
<td>26.50</td>
<td>1,060.00</td>
<td>35.25</td>
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<td>18-2-18 IBDU Mid Size Atlantic</td>
<td>37.50</td>
<td>1,500.00</td>
<td>43.00</td>
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<td>Anderson's 21-0-4 polycoat w/Merit Winfield</td>
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<td>15-3-9 Sustain Winfield</td>
<td>38.75</td>
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<td>43.25</td>
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<tr>
<td>26-3-13 IBDU Atlantic Golf &amp; Turf</td>
<td>42.50</td>
<td>1,700.00</td>
<td>47.50</td>
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<td>Nature Safe 27-0-2 Harrells</td>
<td>37.19</td>
<td>1,487.60</td>
<td>1,390.09</td>
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<tr>
<td>Nature Safe 8-3-5- Super Fine</td>
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<tr>
<td>Winfield Mini 17-9-17 Starter w/Isodore Winfield</td>
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<td>1,660.00</td>
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<td>Winfield Mini 19-0-19 w/Isodure Winfield</td>
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<td>Winfield Micro 21-0-16 w/Isodure Atlantic</td>
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<td>Less than 1 lb bid price per ounce</td>
<td>Price per lb over 1 lb</td>
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<tr>
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<td>-------------------</td>
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<td>------------------------</td>
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<tr>
<td>Aluminum tris</td>
<td>Winfield</td>
<td>27.90</td>
<td>5.755 - 44 lb case</td>
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<td>Chipco 26GT</td>
<td>Crop Production Services</td>
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<td>Substitute</td>
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<td>Clearys 33RF</td>
<td>Helena</td>
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<td>Compass WDG</td>
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<td>Concorde SST</td>
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<td>Winfield</td>
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<td>Disarm 480 SC</td>
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<td>4,284.00</td>
<td>16.73</td>
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<td>Eagle 20 EW</td>
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<td>Enclave</td>
<td>Winfield</td>
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<td>Endorse</td>
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<td>Substitute</td>
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<tr>
<td>Fame</td>
<td>Winfield</td>
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<td></td>
<td>Helena</td>
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<tr>
<td></td>
<td>Helena</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mancozeb DG</td>
<td>Site One</td>
<td>4.65</td>
<td></td>
</tr>
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<td>Helena</td>
<td></td>
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<td>Pro-Star 70 WSP</td>
<td>Winfield</td>
<td>53.43</td>
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<td>Spotrate F</td>
<td>Winfield</td>
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<td>Stellar</td>
<td>Site One</td>
<td>4.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hart</td>
<td></td>
<td></td>
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<td>Tebuconazole</td>
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<td>Terrazole</td>
<td>Residex</td>
<td>4.25/oz</td>
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<td>Helena</td>
<td>39.07</td>
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<td>Tourney</td>
<td>Residex</td>
<td>138.55</td>
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<td>Trinity</td>
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<td>Helena</td>
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<td>Zero-Tol</td>
<td>Winfield</td>
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<td>Acclaim Extra</td>
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<td>Bensumec 4LF</td>
<td>Crop Production Services</td>
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<td>Substitute*</td>
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<td>Confront</td>
<td>Crop Production Services</td>
<td></td>
<td></td>
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<tr>
<td>Substitute*</td>
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<td></td>
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</tr>
<tr>
<td>Dimension WSB</td>
<td>Residex</td>
<td>45.60</td>
<td></td>
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<tr>
<td></td>
<td>Helena</td>
<td>3.06</td>
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<tr>
<td>Drive</td>
<td>Crop Production Services</td>
<td></td>
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<td>Substitute*</td>
<td>Crop Production Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lesco Pre-M</td>
<td>No Bids</td>
<td></td>
<td></td>
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<td>Substitute*</td>
<td>Crop Production Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Velocity 17.65G</td>
<td>Site One</td>
<td>526.45</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hart</td>
<td></td>
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</tr>
<tr>
<td>PRODUCT</td>
<td>VENDOR</td>
<td>Dry Weight Per 50 lbs</td>
<td>LIQUIDS Per Gallon</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------</td>
<td>----------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Legacy</td>
<td>Crop Production Services</td>
<td>380.00</td>
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<td>Proxy</td>
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<td>31.05</td>
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<td>Tinexapac-ethyl</td>
<td>Crop Production Services</td>
<td>113.65</td>
<td></td>
</tr>
<tr>
<td>16/90</td>
<td>Hart</td>
<td>53.81 (30 gal drum)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Atlantic</td>
<td>54.50</td>
<td></td>
</tr>
<tr>
<td>HYDRO 90</td>
<td>Harrells</td>
<td>69.00</td>
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</tr>
<tr>
<td>Dispatch</td>
<td>Hart</td>
<td>31.70 - injectable</td>
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<tr>
<td>Revolution</td>
<td>Atlantic</td>
<td>97.10</td>
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</tr>
<tr>
<td>Liquid iron (FE)</td>
<td>Winfield</td>
<td>8.00</td>
<td>7.85/30 gal</td>
</tr>
<tr>
<td>Dolomitic lime</td>
<td>Site One</td>
<td>4.30</td>
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<tr>
<td>Hi Cal Lime</td>
<td>Winfield</td>
<td>11.95</td>
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<tr>
<td>Calcitic lime</td>
<td>Site One</td>
<td>5.77</td>
<td></td>
</tr>
</tbody>
</table>
**INSECTICIDES**

Price in lbs for dry weight and cost per oz. and per gallon for liquids. Substitutes must have minimum active ingredients per gallon or per pound

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Dry weight - per pound</th>
<th>Liquids</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Oz.</td>
<td>Per Gallon</td>
</tr>
<tr>
<td>Allectus</td>
<td>Helena</td>
<td></td>
<td></td>
<td>$145.00</td>
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<tr>
<td>Aloft</td>
<td>Crop Production Services</td>
<td>1.77</td>
<td></td>
<td></td>
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<tr>
<td>Substitute</td>
<td>Helena</td>
<td></td>
<td>$8.14</td>
<td></td>
</tr>
<tr>
<td>Bifenthrin</td>
<td>Crop Production Services</td>
<td></td>
<td>29.74</td>
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</tr>
<tr>
<td>Imidacloprid</td>
<td>CropProduction Services</td>
<td>15.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Winfield</td>
<td></td>
<td>3.24</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Helena</td>
<td></td>
<td>50</td>
<td></td>
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## GOLF COURSE ACCESSORIES PERCENT OFF

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<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Percent Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>Par-Aide</td>
<td>Site One</td>
<td>10%</td>
</tr>
<tr>
<td>Standard Golf</td>
<td>Hornungs</td>
<td>15%</td>
</tr>
<tr>
<td>Product</td>
<td>Packaging</td>
<td>Winfield</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>Bayleton Flo</td>
<td>2 X 2.5 gal</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>Emerald</td>
<td>50 X .49</td>
<td>$6,636.81</td>
</tr>
<tr>
<td>Interface Stressgard</td>
<td>2 X 2.25 gal</td>
<td>$772.50</td>
</tr>
<tr>
<td>Lexicon</td>
<td>4 X 21 oz</td>
<td>$1,879.08</td>
</tr>
<tr>
<td>Medallion</td>
<td>1 gall</td>
<td>$560.00</td>
</tr>
<tr>
<td>Signature</td>
<td>4 X 5.5 lb</td>
<td>1133.25 - Xtra Stressguard 625/Case</td>
</tr>
<tr>
<td>Tartan Stressgard</td>
<td>2 X 2.5</td>
<td>$1,980.00</td>
</tr>
<tr>
<td>Xzemplar</td>
<td>2 X 114 oz</td>
<td>$3,429.12</td>
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<tr>
<td>Acelepryn</td>
<td>.5 gal</td>
<td>$963.50</td>
</tr>
<tr>
<td>Merit</td>
<td>110 X 1.6 oz</td>
<td>$1,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Scimitar</td>
<td>1 qt</td>
<td>130.14 - non agency</td>
</tr>
<tr>
<td>Provaunt</td>
<td>120 oz</td>
<td>$828.00</td>
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</tbody>
</table>
January 12, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Purchasing
RE: Bid Award

Barnstable County solicited bids on behalf of the Barnstable County Shellfish Advisory Committee for the Marine Fisheries Municipal Shellfish Propagation Program. Please award the bids to the responsive, responsible bidders offering the lowest prices as follows:

- Hard Clam/Quahog Seed – Aquacultural Research Corporation (ARC) at $12,000 per million
- Regional Oyster Remote Set – Aquacultural Research Corporation (ARC) at $15.00 per bag
- Small Oyster Seeds – Aquacultural Research Corporation (ARC) at $12,750.00 per million
- Large Oyster Seed – Cape Cod Oyster Co., Inc. at $49,500.00 per million

See attached memo from Mike Maguire, Director of Cape Cod Cooperative Extension.

Thank you.

Ron Beaty
County Commissioner

Lgo Cakounes
County Commissioner

Mary Pat Flynn
County Commissioner

Date 01/18/2017
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Cape Cod Oyster Co., Inc
262 Bridge Street
Osterville, MA 02655

THIS AGREEMENT, made this day of 2017 by and between Cape Cod Oyster Co., Inc (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids from MA Certified Suppliers of Oyster Singles Seed of not less than 12 mm (R8) to provide a bulk shipment of said seed to the Towns

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated November 28, 2016 and the Contractor's proposal dated December 16, 2016, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until June 1, 2017 unless an extension in time is agreed to in writing by both the County and the Contractor.

4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee of $49,500. per million. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party
shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§1; the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however, that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records
shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any “affiliated company” as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an “affiliated company” shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ______ day of ______, in the year two thousand and Seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

________________________________________
Ron Beaty

________________________________________
Leo Cakounes

________________________________________
Mary Pat Flynn

________________________________________
Date

FOR THE CONTRACTOR:

________________________________________
Cape Cod Oyster Co Inc

________________________________________
Date
MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Purchasing
RE: Bid Award

Barnstable County solicited bids on behalf of the Barnstable County Shellfish Advisory Committee for the Marine Fisheries Municipal Shellfish Propagation Program. Please award the bids to the responsive, responsible bidders offering the lowest prices as follows:

- Hard Clam/Quahog Seed – Aquacultural Research Corporation (ARC) at $12,000 per million
- Regional Oyster Remote Set – Aquacultural Research Corporation (ARC) at $15.00 per bag
- Small Oyster Seeds – Aquacultural Research Corporation (ARC) at $12,750.00 per million
- Large Oyster Seed – Cape Cod Oyster Co., Inc. at $49,500.00 per million

See attached memo from Mike Maguire, Director of Cape Cod Cooperative Extension.

Thank you.

[Signatures]
Ron Beaty
County Commissioner

[Signatures]
Edo Cakounes
County Commissioner

[Signatures]
Mary Pat Flynn
County Commissioner

01/18/2017
Date
January 10, 2017

Elaine Davis, Chief Procurement Officer
Purchasing – Dept. of Finance
County of Barnstable
Superior Court House
PO Box 427
Barnstable, MA 02630

Dear Elaine,

Re: Barnstable County/Division of Marine Fisheries Municipal Shellfish Propagation Program

After consulting with the Barnstable County Shellfish Advisory Committee, it is our opinion that the bid price for hard clam seed and oyster remote set should be awarded to sole bidder Aquacultural Research Corporation (ARC): The hard clam seed bid being $12,000 per million for up to 14 million 2-3mm seed to be delivered by June 15th 2017; and the remote set bid being $15.00 per bag for up to 5600 bags with a project completion date of July 7th 2017. The small oyster seed bid should be awarded to the low bidder, ARC, with a bid of $12,750 per million for up to 1 million 3-4mm seed to be delivered by June 24th 2017. The larger oyster seed bid should be awarded to the sole bidder Cape Cod Oyster, with a bid of $49,500 per million for seed at least 12mm to be delivered no later than June 1st 2017. To insure that regulatory concerns are addressed, we suggest the inclusion of the following condition as part of the bid award letter:

"Seed and remote set delivery must follow all the Massachusetts Division of Marine Fisheries Disease Control and Seed Movement Regulations."

If you have questions, please feel free to call me at 375-6701.
Thank you for your help in this process!

Sincerely,

Michael Maguire
Director, Cape Cod Cooperative Extension.

cc: Tom Shields, DMF
    Josh Reitsma, Marine Program
    Conrad Caia, Chairman of the BCSAC
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Aquacultural Research Corporation
PO Box 2028
Chapin Beach Road
Dennis, MA 02638

THIS AGREEMENT, made this day of 2017 by and between Aquacultural Research Corporation (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids from MA Certified Hatcheries to Conduct a Regional Remote Set Program for the Participating Towns in the county.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHERAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated November 28, 2016 and the Contractor's proposal dated December 19, 2016, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until July 7, 2017 unless an extension in time is agreed to in writing by both the County and the Contractor.

4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee of $15.00 per bag of oyster larvae. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or...
the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action
involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent
permitted by law.

22. **Waiver of Liability.** The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ______ day of in the year two thousand and Seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

________________________________________
Ron Beaty

________________________________________
Leo Cakounes

________________________________________
Mary Pat Flynn

________________________________________
Date

FOR THE CONTRACTOR:

________________________________________

________________________________________
Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Aquacultural Research Corporation
PO Box 2028
Chapin Beach Road
Dennis, MA 02638

THIS AGREEMENT, made this ______ day of __________ 2017 by and between Aquacultural Research Corporation (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids from MA Certified Suppliers of Hard Clam/Quahog Seed (Mercenaria mercenaria) seed, to provide a bulk shipment of said seed to the Towns of the county for the Summer of 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated November 28, 2016 and the Contractor's proposal dated December 19, 2016, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until June 15, 2017 unless an extension in time is agreed to in writing by both the County and the Contractor.

4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, (a maximum not-to-exceed fee of $12,000 per million for up to 14 million seed. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women’s business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in the court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all
obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached “Exhibit A”.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ______ day of in the year two thousand and Seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

____________________________
Ron Beaty

____________________________
Leo Cakounes

____________________________
Mary Pat Flynn

____________________________
Date

FOR THE CONTRACTOR:

____________________________

____________________________
Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Aquacultural Research Corporation
PO Box 2028
Chapin Beach Road
Dennis, MA 02638

THIS AGREEMENT, made this ___ day of ___ 2017 by and between Aquacultural Research Corporation (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids from MA Certified Suppliers of Oyster Singles Seed not less than 3mm to provide a bulk shipment of said seed to the Towns of the County.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated November 28, 2016 and the Contractor's proposal dated December 19, 2016, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until June 24, 2017 unless an extension in time is agreed to in writing by both the County and the Contractor.

4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee of $12,750.00 per million for up to 1 million seed. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or...
the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action
involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

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FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

________________________________________
Ron Beaty

________________________________________
Leo Cakounes

________________________________________
Mary Pat Flynn

________________________________________
Date

FOR THE CONTRACTOR:

________________________________________

________________________________________
Date