April 26, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid for the Supply and Delivery of Fuel Oil to Barnstable County and other Political Subdivisions for the period of July 1, 2017 through June 30, 2018. One bid was received from Peterson Oil, Inc.

Please award the bids to Peterson Oil as the responsive, responsible bidder at the prices highlighted on the attached spreadsheet.

Thank you.

County Commissioners:

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

Date ____________________________
ATTACHMENT C  
BARNSTABLE COUNTY  
FUEL OIL BID SHEET FY 2018  

State agencies and political subdivisions are specifically exempt from state sales tax and exempt from all federal taxes. The prices quoted shall be exclusive of said taxes and the oil spill prevention fee.

#2 TANK WAGON DELIVERIES – BID AS A FIXED PRICE

<table>
<thead>
<tr>
<th>Section</th>
<th>Peterson Oil</th>
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<tbody>
<tr>
<td>1. Barnstable County Hospital</td>
<td>1.845</td>
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<tr>
<td>3. Brewster</td>
<td>1.845</td>
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<tr>
<td>5. Courthouses &amp; County Complex</td>
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<td>6. Dennis/Yarmouth School District</td>
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<td>7. Falmouth</td>
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<td>8. Fire Training Academy</td>
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<td>9. Harwich</td>
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<td>10. Hyannis Public Library</td>
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<tr>
<td>11. LeHac House</td>
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<tr>
<td>12. Nauset Regional School District</td>
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<td>13. Orleans</td>
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<tr>
<td>15. Wellfleet</td>
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#2 TANK WAGON DELIVERIES – BID AS OEP

<table>
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<tr>
<th>SECTION</th>
<th>Peterson Oil</th>
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<td>4. Cape Cod Collaborative</td>
<td>.0900</td>
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</tbody>
</table>
AGREEMENT
BETWEEN

Barnstable County
3195 Main Street
PO Box 427
Barnstable, MA 02630

and

THIS AGREEMENT, made this _____ day of _____________, 2017 by and between Provincetown Center for Coastal Studies (hereafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty, Leo Cakounes, as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Water Protection County (hereafter referred to as the County) but without any personal liability.

WITNESSETH THAT:

WHEREAS, Barnstable County, through the County, seeks to enhance the water and wastewater management efforts of towns, and

WHEREAS, the County wishes to contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters, and

WHEREAS, the County requires technical assistance to establish a water quality monitoring program, and

WHEREAS, the Contractor has been selected through a competitive procurement process in compliance with Massachusetts General Laws,

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 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.** Under the direction of the County Administrator or his designee, the Contractor shall perform the scope of services as set forth in the County’s Request for Proposals for a comprehensive water quality monitoring program in Nantucket Sound dated February 20, 2017 and its approved proposal dated March 21, 2016, incorporated herein by reference.

3. **Time of Performance.** Work in connection with the Agreement shall begin upon execution of this Agreement and continue until 3 years from execution pending appropriation. This contract shall be canceled if funds are not appropriated or otherwise made available to support continuation of this agreement.
4. **Payment.** The County shall compensate the Contractor for services provided under Section 2, Scope of Services, in accordance with the rates and amounts set forth in its Cost Proposal dated March 21, 2016, incorporated herein by reference, up to a not-to-exceed fee of $264,080.00 per year. Travel and other expenses shall be within the total contract limiting fee. The Contractor must submit detailed invoices which clearly outline all tasks performed and the fees charged, as well as the number of hours per staff person and the hourly rates, including direct cost expenses, and any other costs for which the County is being invoiced. Invoices are to be submitted on a monthly basis, and upon acceptance, 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.

5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the County 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
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
acquire any interest in the same (whether by assignment or novation), without the prior written consent of the County
thereof; 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. All data and analyses prepared or assembled by the
Contractor under this contract will be owned by the County. 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 that 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.

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 Contact, 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. Additional Terms:
The Department of Environmental Protection has been requested to review the monitoring plan for compatibility with existing monitoring programs of the Massachusetts Estuary Program (MEP) and the ability to integrate the sampling data with this program’s data for long-term trend analyses.
The contractor agrees to work with a technical committee assigned by the County and the Department of Environmental Protection (DEP) to review the current list of monitoring sites, methodologies and level of monitoring necessary to make best use of County resources. The contractor further agrees to adjust charges for services under this contract commensurate with any reductions/modifications or changes resulting from this analysis and any resulting consensus of the technical committee and DEP.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this day of in the year Two Thousand and Seventeen.

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes, Chairman

Mary Pat Flynn, Commissioner

FOR THE CONTRACTOR:

Richard Delaney, President and CEO

April 27, 2017
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), 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/oeic under Guidance For Vendors Forms or www.mass.gov/oeic under OSD Forms.

CONTRACTOR LEGAL NAME: Cape Cod Commission
(And d/b/a):
Legal Address: W-9, W-4,T&C: 3225 Main Street Barnstable, MA 02630
Contract Manager: Paul Niedzwiecki, Executive Director
E-Mail: pniedzwiecki@capecodcommission.org
Phone: (508) 362-3628 Fax:

COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency
MMARS Department Code: CDA
Business Mailing Address: 400 Worcester Road, Framingham, MA 01702
Billing Address (if different):
Contract Manager: Sarah White, Acting, Mitigation and Disaster Recovery Section Chief
E-Mail: sarah.white@state.ma.us
Phone: 508-820-2053 Fax: 508-820-1404

Vendor Code Address ID (e.g. "AD001"): AD001,

(Note: The Address Id Must be set up for EFT payments.)

CONTRACTOR VENDOR CODE: VC6000194979
RFR/Procurement or Other ID Number: FHMG405100
MMARS Doc ID(s): HMGP405120CAPECOD000

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

— Statewide Contract (OSD or an OSD-designated Department)
— Collective Purchase (Attach OSD approval, scope, budget)
— Department Procurement (Includes State or Federal grants 815 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/Other (Attach authorizing language/justification, scope and budget)

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

X. Commonwealth Terms and Conditions

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 intercept for Commonwealth owed debts under 815 CMR 9.00.

X. Rate Contract (No Maximum Obligation)

X. Maximum Obligation Contract

Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): $45,000.00

PROMPT PAYMENT DISCOUNTS (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, § 23A), __ 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 purpose of this contract is to award funds granted under the FEMA HMGP 4051 Hazard Mitigation Grant Program CFDA 97.039 Regional Planning Assistance for Local MIH Plan Development. See attached scope of work for more information. This contract amendment is to extend the period of performance only.

X. 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 below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of ___, 20__, 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.

X. CONTRACT END DATE: Contract performance shall terminate as of 12/31/2017 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 Contractor, the Department, or a later Contract 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 hereto) 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 best 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: Leo Cakunes, Mary Pat Flynn, Ronald Beatty
Print Title: Barnstable County Commissioners

X. AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David Mahr
Print Title: Chief Administrative Officer

(Updated 3/21/2014) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND DB/IA): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-2 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (DB/IA) name, BOTH the legal name and the "DB/IA" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-2 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contractor Manager who will be responsible for managing the Contract. The Contractor Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contractor Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMONS, the name of the Contractor Manager must be included in the Contract on COMMONS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contractor Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9s policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

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 more 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 $15 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 public benefit is threatened or property is threatened to be damaged or destroyed.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned performance Contract 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 docs id's, 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, or 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 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost-effective or better value performance than was presented in the original selected response.

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 Employee. 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 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. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly
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 financial 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 policies for officers on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Authorized 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 (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Authorized Start Date”. Rubber stamps, typed or other images are not accepted. 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 completion, and agrees that all terms and conditions 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.

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 prohibited 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 can 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 CMR 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. 25F; G.L. c. 50, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to 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); 615 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A, and the Massachusetts Constitution Article XVIII 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 reconcile 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 the 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 result in 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 §§ 26, 27 and 29, 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 cannot authorize or accept performance in excess of an existing 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. 40, s. 174 and 95 CMR 9.00. Contractor records will be subject to immediate interception 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. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with the IRS and any state taxing authority. Contractor will report payments of employees and contractors under G.L. c. 62E; withholding and remitting child support including G.L. c. 19A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TRIs.

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 will affect 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 Attorneys providing 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 11248; Air Pollution Act; Federal Water Pollution Control Act and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and chemical waste, hazardous or other hazardous wastes, and any personal data or 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 card or banking information of Commonwealth customers certifies that 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, disposition, 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 breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Fillings 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 the 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 Apparel); minimum wages and prevailing wage programs and payments; unemployment 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 c. 8 (Federal Fair Labor Standards); 29 USC c. 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 USC Sec 12101 et seq, the Rehabilitation Act; 29 USC c. 16; s. 794; 29 USC c. 16; s. 791; 29 USC c. 14, s. 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination) (Business Discrimination); the Public Accommodations Law; G.L. c. 272, s. 52A; G.L. c. 277, s. 58 and 59A; Massachusetts Administrative Code 080-010 and 080-015; Part L, s. 259; Part L, s. 250 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 92B and Section 92A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order 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 COMMBUY’S subscription process at: www.commbuy.org and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U15, U75, U98 object codes in the IT Acquisition Classification Handbook or other Contracts as approved by CTR or OSIT. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, 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

(Updated 3/21/2014) Page 4 of 6
other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (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 specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can 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 Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 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 and 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 employment 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. The Department immediately requests of the Contractor that it: (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (1) comply with all of the Commonwealth 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 from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any 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. 53H 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 Regulating 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.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or certified for by the state shall be conducted without unlawful discrimination based on race, color, 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 small businesses and 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.
Exhibit C - Hazard Mitigation Plan Scope of Work

Cape Cod is a coastal region located in Barnstable County, Massachusetts. The County’s Regional Multi-Hazard Mitigation (MHM) Plan was certified by FEMA in 2010. Of the County’s 15 towns, 5 towns have a FEMA certified Local MHM Plan, and 2 towns have submitted their Local MHM Plans to FEMA for review. The Cape Cod Commission is seeking HMGP planning assistance funds for the purpose of providing technical assistance to the remaining 7 Cape Cod towns to develop, update, and implement their Local MHM Plans. In 2009, the Regional and Local MHM planning process facilitated by the Commission identified climate change as a hazard in our region that is expected to elevate risk levels of existing hazards over time. We anticipate each Town involved in this plan development, or plan update, process will consider climate change impacts, as well.

This planning effort and the Cape communities that will benefit from this planning assistance grant can best be characterized by two separate scopes of work, as follows:

Part I – New Plans: Falmouth and Yarmouth ($30,000)

The towns of Falmouth and Yarmouth are developing MHM Plans for the first time. The town of Falmouth was recently engaged in a hazard mitigation planning effort with the Massachusetts Office of Coastal Zone Management (CZM) through the Storm Smart Coast program. This effort lead to establishing the foundation of a local MHM plan, however the effort was never completed and much of the information is out of date, including the risk assessment. The Commission will work with the towns of Falmouth and Yarmouth on the following tasks:

Task 1: Convene a local planning committee consisting of; the town planner (or designee), conservation agent, emergency responder, planning board member, and other persons as deemed necessary or appropriate by the town to determine the priority ranking of hazards, including hazards that may be intensified by climate change.

Task 2: Re-Convene Local MHM Planning Committee. Assess Critical Facilities vulnerability using GIS data layers; discuss existing protection measures; develop plan narrative.

Task 3: Re-convene Local MHM Planning Committee. Utilize GIS to examine land use and natural resource data layers overlaid with wildfire risk, flood hazard, hurricane, tornado, and storm surge (SLOSH) data sets to identify critical facilities located in vulnerable areas. Discuss and prioritize action items and develop the mitigation strategy; continue to refine plan narrative.

Task 4: Identify existing protection measures, and identify new measures as potential action items in the plan’s mitigation strategy.

Task 5: Develop and prioritize the mitigation strategy; assign roles and responsibilities for implementation.

Task 6: Conduct public outreach and elicit comments on the plan; revise as appropriate.

Task 7: Seek preliminary local endorsement of the Plan by the Board of Selectmen.
Task 8: Submit to MEMA for review; and then, FEMA for final certification.

Part II – Plan Updates: Bourne, Harwich and Mashpee ($30,000)

The planning process for updating a certified local MHM plan is similar to the process for developing a new plan (described above). However, as an update, the process tends to progress more quickly as some tasks can be grouped together.

Task 1: Re-convene local MHM planning committee to consider hazards, and determine whether the priority ranking of hazards has changed.

Task 2: Re-convene local MHM planning committee to update critical facilities; update Risk and Vulnerability Assessment Map (RVAM) data layers to identify new vulnerabilities; document progress made mitigating previously identified vulnerabilities.

Task 3: Identify new existing protection measures and update the mitigation strategy; identify progress implementing the action items (including reasons why there may have been little or no progress).

Task 4: Conduct public outreach and elicit comments on the plan; revise as appropriate.

Task 5: Seek preliminary local endorsement of the Plan by the Board of Selectmen.

Task 6: Submit to MEMA for review; and then, FEMA for final certification.
<table>
<thead>
<tr>
<th>Name of Sub-Recipient</th>
<th>Grant Program</th>
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<tbody>
<tr>
<td>Cape Cod Commission</td>
<td>HMGP 4051-20</td>
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</tbody>
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<table>
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<th>Budget (Check One)</th>
<th>Budget Period</th>
<th>Strategic Funds Management</th>
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<td>New X</td>
<td>From: 12/01/13</td>
<td>To: 6/1/17</td>
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<th>Task</th>
<th>Activity/Cost Classification</th>
<th>A. Eligible and Approved Total Cost</th>
<th>B. Local Share*</th>
<th>C. Federal Share**</th>
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<td>Travel</td>
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<tr>
<td>Project (Program) income</td>
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<tr>
<td>Total</td>
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<td></td>
<td>$60,000.00</td>
<td>$15,000.00</td>
<td>$45,000.00</td>
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* Local Share, per regulation, is at most 25% of total eligible and approved costs
** Federal share, per regulation, is at least 75% of total eligible and approved costs

Please provide a dollar amount that you anticipate spending in each fiscal year listed below for the federal funds only:

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<thead>
<tr>
<th>FY 14</th>
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<th>FY 18</th>
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<td>$8,565.34</td>
<td>$4,500.00</td>
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Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Dun and Bradstreet Data Universal Numbering System numbers (DUNS). DUNS numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout a grant’s life cycle. Please consult your accounting department to obtain your organization’s nine-digit DUNS number. If necessary, you may obtain one by calling 1-866-705-5711 or by applying online at http://fedgov.dnb.com/webform/displayHomepage.dio.

**Table 1. Award Information**

<table>
<thead>
<tr>
<th>Name of Entity Receiving Award</th>
<th>Cape Cod Commission</th>
</tr>
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<tbody>
<tr>
<td>Street Address</td>
<td>3225 Main Street P O Box 226</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Barnstable, MA 02630</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Paul Niedzwecki, Executive Director</td>
</tr>
<tr>
<td>Contact Phone Number</td>
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<td>Congressional District</td>
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<td>Program Source</td>
<td>Hazard Mitigation Grant Program</td>
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<tr>
<td>Award Title</td>
<td>Regional Planning Assistance for Local MHM Plan Development</td>
</tr>
</tbody>
</table>

Part 2. In certain instances FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds $25,000,000 and more than 80% of the gross revenue is from federal sources, the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

☐ The gross revenue of my organization does not exceed $25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources.

**OR**

**Table 2 Executive Compensation (by Salary)**

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<th>First and Last Name</th>
<th>Title</th>
<th>Annual Salary</th>
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</table>

Signature of authorized official (signed in blue ink)

Lea Cakounes, Mary Pat Flynn, Ronald Beaty
Printed name of Authorized Official

Date

Barnstable County Commissioners
Title
Name of Organization: Cape Cod Commission
Address: 3225 Main Street
P O Box 226
Barnstable, MA 02630

Was your local government or not for profit organization required to have an audit of Federal Funds performed for the most recently closed fiscal year? (Spending of more than $500,000 in Federal Funds from all sources) If yes, please fill out the rest of this form. If no, please sign it and return.

Yes ☑ No ☐

Does your local government or not for profit organization have any findings or questioned costs related to grants administered by the Massachusetts Emergency Management Agency in your most recent audit?

Yes ☐ No ☑

If yes is checked above, please fill in the summary work sheet attached, listing the number of the finding in the A-133 Audit, the title of the finding, the initial date of the finding and the status of the corrective action taken to eliminate the finding and if questioned costs were identified.

If you have not fully implemented a corrective plan, you may receive a letter from our office requesting a new date for the implementation of your corrective action plan. Failure to implement corrective action plans could result in a loss of funds administered by the Massachusetts Emergency Management Agency.

I verify that the information presented in this form is accurate to the best of my knowledge.

________________________________________  Barnstable County Commissioners  
Signature  Date  Title

Leo Cakounes, Mary Pat Flynn, Ronald Beaty
Printed Name
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 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/doc under Guidance For Vendors - Forms or www.mass.gov/doc under OSD Forms.

CONTRACTOR LEGAL NAME: County of Barnstable/Cape Cod Commission

LEGAL ADDRESS: W-9, W-4, T&C: 3225 Main Street, Barnstable, MA 02630

BUSINESS MAILING ADDRESS: 400 Worcester Road, Framingham, MA 01702

CONTRACT MANAGER: Ryan Bennett, Planner II

BILLING ADDRESS: (If different): Contract Manager: Scott MacLeod

E-MAIL: rbbennett@capecodcommission.org

PHONE: (508)362-3828

FAX: (508)362-3136

CONTRACTOR VENDOR CODE: VC0000194979

VENDOR CODE ADDRESS ID (e.g. "AD001": AD001,
(Note: The Address Id Must be used up for EFT payments.)

COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency

MMARS DEPARTMENT CODE: CDA

RFR/Procurement or Other ID Number: HMGP40512CAPECOD000

MMARS Doc ID(s): HMGP40512CAPECOD000

RFP/Procurement or Other ID Number: HMGP4051

ACCOMPANYING CONTRACT AMENDMENT

CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: ____, ____, 20____

Enter Amendment Amount: $_ (or "no change")

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

Amendment to Scope or Budget (Attach updated scope and budget)

Interim Contract (Attach justification for Interim Contract and updated scope/budget)

Contract Employee (Attach any updates to scope or budget)

Legislative/Legal or Other: (Attach authorizing language) Justification, scope and budget

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

X. New Contract

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

X. Statewide Contract (OSD or an OSD-designated Department)

Collective Purchase (Attach OSD approval, scope, budget)

X. Department Procurement (Includes State or Federal grants 615 CMR 2.00)

(Attach RFR and Response or other procurement supporting documentation)

X. Emergency Contract (Attach Justification for emergency, scope, budget)

X. Contract Employee (Attach Employment Status Form, scope, budget)

X. Legislative/Legal or Other: (Attach authorizing language) Justification, scope and budget

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized personnel accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-proprietary funds, subject to receipt for Commonwealth owed debts under 615 CMR 5.00.

X. 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).

X. Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new total if Contract is being amended). $ 45,000.00

PROMPT PAYMENT DISCOUNTS (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 20 days % PPD; Payment Issued within 30 days % PPD. If PPD percentages are left blank, identify reason: X agrees to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A) ; ___ initial payment (subsequent payments scheduled to support standard EFT 45-day payment cycle. See Prompt Pay Disbursement 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 purpose of this contract is to award funds granted under the FEMA HMGP 4051-20 Hazard Mitigation Grant Program Program CFDA (07.539)Regional Planning Assistance for Local HM plan Development. See attached scope for more information.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor consent to this Contract for this Contract Amendment, that Contract obligations:

X. 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

X. 2. may be incurred as of ___ ____, 20___ a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

X. 3. were incurred as of ___ ___, 20___, 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 12/22/2016, 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: Note: All statements 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 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 requested 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 precedences, 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 601 CMR 21.07, incorporated herein, provided that any amended RFR or Responses terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: ____________________________ Date: __________, __________

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Marie Patrison, William Doherty, Sheila Lyons

Print Title: Barnstable County Commissioners

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: ____________________________ Date: __________, __________

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Mahr

Print Title: Chief Fiscal Officer

(Updated 6/27/2011) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND DBIA): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (dbia) name, BOTH the legal name and the "dbia" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the IRS Form 1099 in MMARS (or the Legal Address in HRCMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract Issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on CommPASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal requirement.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., *ADD01*) The Department must enter the MMARS Vendor Code ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9s policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds embossed for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract Issues.

Department E-Mail Address/Phone Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract if multiple subcontracts are awarded to the applicable Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award File in the MMARS encumbrance transaction for this Contract.

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

Collective Purchase approved by ODS. Check this option for Contracts approved by ODS 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 §15 CMR 2.00 and State and Federal Subgrants Policy. Departmental Master Agreements (MA). If multi-D Department user Contract, Identify multi-D 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 property is threatened.

Contract Employee. Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract 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 example 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. Attach supporting documentation 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 a Procurement Object. 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, or 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 21.07, Incorporation 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 Employee. 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 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. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

(Updated 6/27/2011) Page 2 of 5
COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated into their contract. This Form is filled only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9a Policy.

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 MARS requirements. 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 or amended amounts and Attachments 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 NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments. In lieu of a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or when a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 28, a. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates will not be automatically replaced if a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (G.L. c. 29, §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 a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the initial invoice or initial grant installment, but subsequent periodic installment or invoice payable 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 must have 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/or 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 "sea 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 or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Section description. 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 in advance of the start date and immediately identify specific future start date. 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 Settlement and Release Form is required. The Contractor has either requested, accepted or deemed legally entitled for reimbursement, and the Contract includes supplemental information regarding the performance, availability, and appropriateness of the proposed rate. 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 object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 8.

CERTIFICATIONS AND EXECUTION

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

Authorizing Signature for Contractor/Date: The Authorizing Contractor Signature must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Acceptance of payment by the Commonwealth waives any right to claim that the instrument 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 Signature Listing may be required by the Department if not already on file.

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

Authorizing Signature For Commonwealth/Date: The Authorizing Commonwealth Signature must be done in handwriting and in ink) sign 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 Signature'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 certifies that it will provide the Commonwealth with all certifications required under this Contract, including but not limited to the Commonwealth’s payment schedule, and any other certifications required under this Contract. The Contractor certifies that the Commonwealth is entitled to receive all certifications requested under this Contract and the Commonwealth has the right to obtain the same. The Contractor certifies that it has not been previously suspended or debarred by the Commonwealth and that it will provide all certifications requested under this Contract and the Commonwealth has the right to obtain the same. The Contractor certifies that it has not been previously suspended or debarred by the Commonwealth and that it will provide all certifications requested under this Contract and the Commonwealth has the right to obtain the same. The Contractor certifies that it has not been previously suspended or debarred by the Commonwealth and that it will provide all certifications requested under this Contract and the Commonwealth has the right to obtain the same. The Contractor certifies that it has not been previously suspended or debarred by the Commonwealth and that it will provide all certifications requested under this Contract and the Commonwealth has the right to obtain the same. The Contractor certifies that it has not been previously suspended or debarred by the Commonwealth and that it will provide all certifications requested under this Contract and the Commonwealth has the right to obtain the same.
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, suit 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 cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents relating to any alleged breach or allegation of non-compliance, fraud, waste and/or abuse or corruption may be reviewed 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 990 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147, G.L. c. 28, s. 29, G.L. c. 93 H. 20, G.L. c. 149, s. 27C, G.L. c. 149, s. 64C, G.L. c. 149, s. 14DB and G.L. c. 152 s. 23C. Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to 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 and Human and Social Services); 816 CMR 2.00 (Grants and Subsidies); 886 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); ACAFR concerning financial condition of Department records under G.L. c. 93A, and the Massachusetts Constitution Article XVIII 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 reconcile 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 in that fiscal year. If services completed in the fiscal year end on June 30th, the final payment for that performance prior to the close of the fiscal year to prevent revocation 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 those Invoices. If budgetary funds are used 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 § 26, § 27 and § 29, 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 supplementation. Including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing 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 undischarged, debts and overpayments of Contract payments that are not reimbursed timely shall be subject to Intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate Intercept or payment order if the Contractor cannot pay the Commonwealth to state any state Department or assess fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, overtime debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury that they are in compliance with Federal tax laws: state tax laws including but not limited to G.L. c. 62C, G.L. c. 92C, s. 48A, compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 19A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legally 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 proceeding 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 learn of during the Contract term. Law firms or Attorneys providing 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 12246: Air Pollution Control 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 disposal of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93H for the proper disposal of all paper and electronic media, backup or systems containing personal data and information, provided further that in the event 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 card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide compliance certification of the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, 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. The Contractor shall notify any damages associated with the Contractor’s breach including but not limited to G.L. 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 employees 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); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers’ compensation and insurance; child labor laws. ACOG fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 19A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 1518 (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Fair Labor Standards); 29 USC c. 26 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 USC Sec. 12101, et seq., the Rehabilitation Act 29 USC c. 13, 794-29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act; G.L. c. 1518 (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 CXXV and G.L. c. 93, s. 103; 27 USC c. 5, sec. 8, Part II, ss. 265 (Telecommunications Act; Chapter 149, Section 103); G.L. c. 105C, Section 92A; Section 92A and Section 92A, and G.L. c. 111, Section 92A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD Fines and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 533, if qualified through the SBPP SmartBid subscription process at: www.commbid.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, replace, recover, purchase, reconstruct or replace lost, stolen, damaged or otherwise lost (whether 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 (Updated 6/27/2011) Page 4 of 5
"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, losses 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 specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered void 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 Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7, 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 that 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 workplace, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of nuclear materials, including plutonium, radium, thorium, or any other radioactive or nuclear material; and the Contractor is not engaged in the manufacture, distribution or sale of 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" objects as subject to G.L. Chapter 23, s. 28A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 66, 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 subcontractor claims or have any agreements with 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 a 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 under the pains 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-Bribery.

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 § 9901(c)(4), and IRB Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 111, § 46. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled 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, owning 51% of the ownership 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. 25B, specifically s. 5 (f) 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 664. Regarding the Security and Confidentiality of Personal Information.

For all Contracts involving the Contractor's access to personal information contained 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 current 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 security policies, guidelines, or standards; (5) require that the personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any 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 Commonwealth to investigate any and all violations related to these policies, or any other security policies, guidelines, or standards.


Executive Order 523 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 399). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, 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 programs, activities, and services may be enforced through the contracting agency, OSG, 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.

(Updated 6/27/2021) Page 5 of 5
Exhibit C - Hazard Mitigation Plan Scope of Work

Cape Cod is a coastal region located in Barnstable County, Massachusetts. The County’s Regional Multi-Hazard Mitigation (MHM) Plan was certified by FEMA in 2010. Of the County’s 15 towns, 5 towns have a FEMA certified Local MHM Plan, and 2 towns have submitted their Local MHM Plans to FEMA for review. The Cape Cod Commission is seeking HMG planning assistance funds for the purpose of providing technical assistance to the remaining 7 Cape Cod towns to develop, update, and implement their Local MHM Plans. In 2009, the Regional and Local MHM planning process facilitated by the Commission identified climate change as a hazard in our region that is expected to elevate risk levels of existing hazards over time. We anticipate each Town involved in this plan development, or plan update, process will consider climate change impacts, as well.

This planning effort and the Cape communities that will benefit from this planning assistance grant can best be characterized by two separate scopes of work, as follows:

Part I – New Plans: Falmouth and Yarmouth ($30,000)

The towns of Falmouth and Yarmouth are developing MHM Plans for the first time. The town of Falmouth was recently engaged in a hazard mitigation planning effort with the Massachusetts Office of Coastal Zone Management (CZM) through the Storm Smart Coast program. This effort lead to establishing the foundation of a local MHM plan, however the effort was never completed and much of the information is out of date, including the risk assessment. The Commission will work with the towns of Falmouth and Yarmouth on the following tasks:

Task 1: Convene a local planning committee consisting of; the town planner (or designee), conservation agent, emergency responder, planning board member, and other persons as deemed necessary or appropriate by the town to determine the priority ranking of hazards, including hazards that may be intensified by climate change.

Task 2: Re-Convene Local MHM Planning Committee. Assess Critical Facilities vulnerability using GIS data layers; discuss existing protection measures; develop plan narrative.

Task 3: Re-convene Local MHM Planning Committee. Utilize GIS to examine land use and natural resource data layers overlaid with wildfire risk, flood hazard, hurricane, tornado, and storm surge (SLOSH) data sets to identify critical facilities located in vulnerable areas. Discuss and prioritize action items and develop the mitigation strategy; continue to refine plan narrative.

Task 4: Identify existing protection measures, and identify new measures as potential action items in the plan’s mitigation strategy.

Task 5: Develop and prioritize the mitigation strategy; assign roles and responsibilities for implementation.

Task 6: Conduct public outreach and elicit comments on the plan; revise as appropriate.

Task 7: Seek preliminary local endorsement of the Plan by the Board of Selectmen.
Task 8: Submit to MEMA for review; and then, FEMA for final certification.

Part II – Plan Updates: Bourne, Harwich and Mashpee ($30,000)

The planning process for updating a certified local MHM plan is similar to the process for developing a new plan (described above). However, as an update, the process tends to progress more quickly as some tasks can be grouped together.

Task 1: Re-convene local MHM planning committee to consider hazards, and determine whether the priority ranking of hazards has changed.

Task 2: Re-convene local MHM planning committee to update critical facilities; update Risk and Vulnerability Assessment Map (RVAM) data layers to identify new vulnerabilities; document progress made mitigating previously identified vulnerabilities.

Task 3: Identify new existing protection measures and update the mitigation strategy; identify progress implementing the action items (including reasons why there may have been little or no progress).

Task 4: Conduct public outreach and elicit comments on the plan; revise as appropriate.

Task 5: Seek preliminary local endorsement of the Plan by the Board of Selectmen.

Task 6: Submit to MEMA for review; and then, FEMA for final certification.
COMMUNE OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (EFO), 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 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 under Guidance For Vendors - Forms or www.mass.gov under OSD Forms.

CONTRACTOR LEGAL NAME: Cape Cod Commission
Legal Address: (W-9, W-4, & T&C): 3225 Main Street Barnstable, MA 02630
Contract Manager: Paul Niemczyk, Executive Director
Phone: (508) 362-3828

CONTRACTOR DEPARTMENT NAME: MA Emergency Management Agency
MMARS Department Code: CDA
Business Mailing Address: 400 Worcester Road, Framingham, MA 01702
Billing Address: (If different):
Contract Manager: Scott MacLeod, Mitigation and Disaster Recovery Section Chief
E-Mail: scott.macleod@state.ma.us
Fax: (508) 820-1445

Contractor Vendor Code: VC0001S4079
Vendor Code Address ID (e.g. "AD001"): AD001
(Nota: The Address ID must be set up for EFT payments.)

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
- Statewide Contract (OSD or an OSD-designated Department)
- Collective Purchase (Attach OSD approval, scope, budget)
- Department Procurement (Includes State or Federal grants 815 CRM 2.00)
  (Attach RFR and Response or other procurement supporting documentation)
- Emergency Procurement (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) have been executed, filed with CTR and is incorporated by reference into this Contract:
- Compensation:
- Prompt Payment Discounts (PDD): Commonwealh payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PDD as follows: Payment Issued within 10 days % PDD; Payment Issued within 15 days % PDD; Payment Issued within 20 days % PDD; Payment Issued within 30 days % PDD. If PDD percentages are left blank, identify reason: X agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A) - only initial payment (subsequent payments scheduled to support standard 45 day payment cycle. See Prompt Pay Discounts Policy)
- Term of Contract (No Maximum Obligation): Attach all supporting documentation and justifications. The purpose of this term is to extend the period of performance and line item budget change.

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 , a date later than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- 3. were incurred as of 1/28/2014, 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 reimbursable 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 6/30/2017 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 Contractor, the Department, or a later Contract 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 all additional negotiated terms, provided that all 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 601 CRM 2.17. Incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

[Signature and Date Must Be Handwritten At Time of Signature]
Print Name: [Handwritten Name]
Print Title: [Handwritten Title]

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

[Signature and Date Must Be Handwritten At Time of Signature]
Print Name: [Handwritten Name]
Print Title: [Handwritten Title]

(Updated 3/21/2014) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolekit will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND DBIA): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (DBIA) name, both the legal name and the "dbia" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 tab in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contractor Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any necessary legal notices. Notice received by the Contractor Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address address will remain any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "ADD01") The Department must enter the MMARS Vendor Code Address ID to identify the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bank Wiring and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds enumerated for the Contract.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

Department Billing Address: Enter the Billing Address or electronic mail address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers are to be used for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

(Updated 3/21/2014) Page 2 of 5
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 W-Sg Policy.

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 includes 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 or amended amounts and Attachments 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 NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of Investment earnings for 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. PPD rates 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, a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A) or an only an 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 a 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 installments 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 must have 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/or 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 (e.g. “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 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 RFP, 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 Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in Ink) sign AND enter the date the Contract is signed. See section above under “Anticipated 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. 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 Secretarial signoff, evidence of Secretarial 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 contractually effective as determined 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 adhered to 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, including, but not limited to, the performance of permits, licenses, registrations, permits 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.

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 prohibited by law, and shall be grounds for rejection or disqualification of the Request or termination of this Contract.

Periodic Records and Access: The Contractor shall provide for periodic 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 cannot claim confidentiality or trade secret protections solely for viewing but not altering. Routine Contractor data, including compliance documentation related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or falsification 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. This includes but is not limited to: G.L. c. 221, § 27H (U.S. Department of Defense; G.L. c. 37, § 27C (G.L. c. 149, § 27C; G.L. c. 145, § 44C; G.L. c. 149, § 148B and G.L. c. 152, § 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (nottitle); 801 CMR 21.00 (Procurement of Commodity and Service Procedure, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 809 CMR 1.00 (Compliance, Reporting, and Auditing for Human And Social Services); ACCA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Payment Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices are accepted no later than 45 days following the close of the fiscal year. On receipt of payment for that performance prior to the close of the fiscal year to prevent revocation of appropriated funds. Failure to submit timely invoices by August 15th or other data 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 those 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 §§ 20, 27 and 29, 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 subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing 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 obligations to the 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. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate Intercept or payment offset. The Contractor may not penalize any state, town or city for late payment of its bills, unless the Department assesses 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 that under the pains and penalties of perjury and any tax compliance with Federal tax laws: state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, § 48A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with regard to all state taxes and returns due; reporting of employees and contractors under G.L. c. 82C, withholding and remitting child support including G.L. c. 119A, § 12; TR 05-11; New Independent Contractor Provisions and applicable Titles.

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, it will not be subject to, and is not in violation of, or bound by any order, or facing a proceeding, or facing a proceeding with respect to the Contractor or any of its officers, directors, employees, agents, or sub-contractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Laws, Items or Emotions providing 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 1595; other federal requirements: Executive Order 11249; Air Pollution Act; Federal Water Pollution Control Act and Federal Emergency Management Act; 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 disposition of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93H for the proper disposal of personal paper and electronic media, backups or systems failures, 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 card or banking information of Commonwealth customers certifies that 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, disclosure, 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 all pertinent information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to 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, § 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, § 27 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments: unemployment insurance and contributions; workers' compensation and insurance, child labor laws, ACCA 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 c. 8 (Federal Fair Labor Standards); 29 USC c. 29 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.S. Sec. 12101 et seq.; the Rehabilitation Act 1998; 29 USC c. 16; 794; 29 USC c. 16; 791; 29 USC c. 14; 623; 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, § 92A; G.L. c. 272, § 9B; and 86A, Massachusetts Constitution Article CXIV and G.L. c. 33, § 103; 47 USC c. 5, as c. 5. 205 Federal Credit Card Act; Chapter 149, Section 110D, G.L. c. 1510, G.L. c. 272, Section 92A, Section 98 and Section 82A, and G.L. c. 111, Section 191A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MACD and MACD Rules 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 COMMBUYUS subscription process at: www.commbuyus.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U10, U15, U75, U99 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 1.1. Definition of the Commonwealth Terms and Conditions, the term "damages" shall include, but not be limited to, any reasonable cost the Commonwealth incurs to repair, return, 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 a 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

(Updated 3/21/2014) - Page 4 of 5
“other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost productivity or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of $100,000, or twice 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 specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can 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 Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 e. 22C for state agencies, state authorities, the House of Representatives or the Senate, by signing this Contract 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 and 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 in 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 “HIV” and “NN” and “U05” object codes subject to G.L. Chapter 39, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments 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, 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 under the pains 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 § §999C.13, (4), and IRS Audit Disclosures Brochure) 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 limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 5% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entities that are 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. 268A specifically s. 5, (c), (d) and (e) that includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed void and the Contractor shall be specifically prohibited 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 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 permitted by law by the official with whom such disclosure has been filed.

Executive Order 594. 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, owners required 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 594 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, 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 all of the Commonwealth Information Technology Division’s Security 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 employees or elected only from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any 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 Commonwealth 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 G.L. c. 214, s. 9A for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 525. Executive Order 525 (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.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, 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 any 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, OSG, 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.
COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF CHATHAM

THIS AGREEMENT, made and entered into this _______ day of ________, 2017, by and between the County of Barnstable, hereinafter called the “County,” and the Town of Chatham, hereinafter called the “Town.”

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work in accordance with the specifications, drawings, and plans (Attachment 1) for Aunt Lydia's Cove up to a maximum contract amount of $182,000.00. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements,
and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.

3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.

4. To pump dredge materials and provide rough beach placement of said materials at a rate of $13.00 per cubic yard. This price includes before and after dredge surveys to be performed by the County.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.

6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.

7. *Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.*

8. *Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.*

THE TOWN OF CHATHAM AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.

2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.

3. To conduct required inspections and testing consistent with federal, state, and local permits and approvals.

4. To inspect the County's on-site dredging work in a timely manner.

5. To obligate funds to conduct the dredging work specified in Attachment I.

6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.
BOTH BARNSTABLE COUNTY AND THE TOWN OF CHATHAM AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Chatham to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II.  TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III.  PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII. The cost per cubic yard is $13.00. The Town shall be billed, and the County shall be paid for the following services:

- Mobilization costs for project;
- 50% movement/placement of dredge materials;
- 100% movement/placement of dredge materials;
- Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV.  WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.
ARTICLE V.  CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI.  COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen’s Compensation Insurance as required by applicable state law.

2. Protection and Indemnity insurance.

3. General liability and excess liability insurance.

4. Pollution insurance.

5. Contingent watercraft liability insurance.

ARTICLE VII.  INDEMNIFICATION

The County agrees to hold the Town harmless for any and all damage done by the dredge, its crew or associated enterprises on account of the operation of the dredge during the pendency of this Agreement.

ARTICLE VIII.  TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this ____________ day of ____________, 2017.

BARNSTABLE COUNTY COMMISSIONERS:
Leo G. Cakounes

Mary Pat Flynn

Ronald Beaty

Date

TOWN:

[Signature]

4/26/17
Date

[Signature]

4/26/17
DATE: April 21, 2017

TO: Barnstable County Commissioners

FROM: William Traverse, Director, Barnstable County IT

SUBJECT: PREPAYMENT/PAYMENT AUTHORIZATION

Authorization is required to renew the County’s contract with Gartner, Inc. for the period of 4/1/2017 through 3/31/2018.

Gartner provides business-centric IT research and advisory services to organizations around the world, and is widely regarding as a leader in this arena.

This contract provides access to a vast repository of field research and statistics as well as direct access to industry professionals (analysts) with experience in nearly every facet of IT, allowing the County to quickly and effectively reduce risks associated with major decisions such as vendor, product, and/or service selection.

Most importantly, this service assists in avoiding costly pitfalls associated with contract negotiations, policy development, and pricing verification.

As it stands, discussions with Gartner analysts have assisted in saving the County approximately $131,285.00 in software maintenance and subscription costs annually going forward.

Annual costs associated with ad-hoc services, such as policy/contract review and development, have also been consolidated with this service.

Currently the IT department and external consultants are actively utilizing Gartner as a neutral third-party resource while realigning the regional IT services catalog, which requires engaging in discussion with various service providers.

Though the subscription is held centrally, these resources are available to all County staff as well as outside consultants and other 3rd parties involved in IT projects.

Contract has lapsed and services are currently being maintained through grace period provided by vendor. Total cost: $38,486.00, paid in (2) installments, as indicated below.

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Leo Cakounes, Chair  Mary Pat Flynn, Vice-Chair  Ron Beaty, Commissioner
Gartner, Inc. Service Agreement for Barnstable County ("Client")

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") and Client of 3195 Main St. Barnstable, MA 02630 ("Client"), and includes the terms and conditions of MASS RFRITS59 Agreement between Gartner and the Commonwealth of Massachusetts Executive Office of Finance, Operational Service Division the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

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<th>Quantity</th>
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<th>Contract Term End Date</th>
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Total Services: (Excluding applicable sales tax) $38,586 $38,586

2. SERVICE DESCRIPTIONS:

<table>
<thead>
<tr>
<th>Service Name/ Level of Access</th>
<th>Service Description URL</th>
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3. PAYMENT TERMS

Gartner will invoice Client as indicated below in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

01-APR-2017 $9,646.50
01-JUL-2017 $28,939.50

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.
4. CLIENT BILLING INFORMATION

<table>
<thead>
<tr>
<th>Purchase Order Number</th>
<th>Billing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice Recipient Name</th>
<th>Invoice Recipient Email</th>
<th>Invoice Recipient Tel. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. AUTHORIZATION

Client:

<table>
<thead>
<tr>
<th>Gartner, Inc.</th>
<th>Signature/Date</th>
<th>Melissa McKay Sr. Contracts Specialist</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DocSigned by</td>
<td>April 5, 2017</td>
</tr>
<tr>
<td></td>
<td>38838E3429BAE6</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa McKay</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature/Date</th>
<th>Print Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Melissa McKay</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature/Date</th>
<th>Print Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Melissa McKay</td>
</tr>
</tbody>
</table>

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[ ] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.
Gartner for IT Leaders

IT Professionals are under increasing pressure to make quantifiable business contributions. To be successful, you need advice with context, tailored to your role. Gartner for IT Leaders helps you succeed by providing you with daily access to information and tools that are relevant, insightful and tailored to your role.

Our insights are backed by proven methodologies, the expertise of the largest and most experienced analyst community in the industry, and our daily interactions with thousands of IT users. With Gartner for IT Leaders, you'll have the insight, tools and case studies to support your recommendations, advice and action plans.

Research by Role

Gartner for IT Leaders offers 24/7 portal access to content that's designed for your role and initiatives:

- Applications
- CIOs & IT Executives
- Data & Analytics
- Enterprise Architecture & Technology Innovation
- Infrastructure & Operations
- Program & Portfolio Management
- Digital Risk & Security
- Sourcing & Vendor Relationships

Contract Review

Contracts and proposals are more complex than ever. Vendors introduce new pricing, licensing models, maintenance options and audit clauses every day. It is nearly impossible to keep up — unless you have day-to-day visibility into the market. Gartner does.

Analyst Insight

Gartner analysts, dedicated to research areas relevant to your role, educate you on current topics and trends. Through the Analyst Picks feature, you'll get a snapshot of one new issue each week, with research documents to provide context.

Key Initiatives

Key Initiatives identify the most common large-scale, strategic efforts typical for peers in your role. Then you can find the pertinent questions, related research and time-saving toolkits to help you find exactly what you need to make your initiatives successful.

Peer Connect

Gartner Peer Connect is a dynamic online community of Gartner clients connecting, collaborating and getting the real-world answers they need fast — from a trusted network of peers. Join the conversation and get decision support on your initiatives, your vendors and more.
County

The region from a technology standpoint but also a revenue generator for the
- Why: Continue to seek enhancements of IT services that can better service
- Region

Providing innovation to County IT in order to increase level of services within the

- Impact to the Barnstable County

through in-depth discussions on vendor criteria, technology maturity, and the
- Why: Allows the IT organization to make decisions faster and with confidence
  effectively

- Validating technology decisions to better service Barnstable County quickly and

- Efficiency and cost optimization.

- Why: Improve user experience both internally and externally with increased

- Business alignment with the County's goals with internal resources (IT)

Barnstable County's Mission Critical Priorities - Fiscal Year 2017

Executive Summary
<table>
<thead>
<tr>
<th>Type of Activity</th>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Cost</td>
<td>492</td>
<td>200</td>
<td>100</td>
<td>000</td>
<td>600</td>
</tr>
<tr>
<td>Documents</td>
<td>250</td>
<td>000</td>
<td>250</td>
<td>000</td>
<td>500</td>
</tr>
<tr>
<td>Documents - Gartner</td>
<td>250</td>
<td>000</td>
<td>250</td>
<td>000</td>
<td>500</td>
</tr>
<tr>
<td>Inquiries</td>
<td>250</td>
<td>000</td>
<td>250</td>
<td>000</td>
<td>500</td>
</tr>
<tr>
<td>Contract Reviews</td>
<td>250</td>
<td>000</td>
<td>250</td>
<td>000</td>
<td>500</td>
</tr>
<tr>
<td>Travel</td>
<td>250</td>
<td>000</td>
<td>250</td>
<td>000</td>
<td>500</td>
</tr>
<tr>
<td>Total - 1 Year</td>
<td>1,112,985</td>
<td>1,112,985</td>
<td>1,112,985</td>
<td>1,112,985</td>
<td>4,449,948</td>
</tr>
</tbody>
</table>

Gartner delivers a clear return on investment.
Gartner delivers value through six key areas:

- **Professional Development**
  - Webinars offer learning opportunities for the entire IT organization
  - Essential IT skills
  - Interactions with analysts, time-saving tools, and actionable research
  - Build foundational knowledge and

- **Mitigation**
  - Connect with peers for their opinion on navigating pitfalls and avoiding common mistakes
  - Leverage best practices that have been tested and proven to work

- **Risks**
  - Validate decisions to ensure the best choices
  - Make decisions backed by the leading IT research and advisory company

- **Quality**
  - See alternatives you may not have previously considered to drive efficiency
  - Leverage the best approach the first time through proven frameworks

- **Decision Accelerated**
  - Your mission-critical priorities
  - Gartner productivity tools deliver the insight you need when you need it and offer recommendations for

- **Savings Cost**
  - Clients save between 10% and 30% on their sourcing and procurement costs
  - More longer term
  - Clients often reduce infrastructure and operations costs by 10% or more in the first year, and by 25% or
<table>
<thead>
<tr>
<th>Membership Level</th>
<th>Proposed Renewal of Services</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Value</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commonwealth of MA ITSS9 (Contact Vehicle)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Interactions: 240,000 annual one-to-one client interactions.

Consulting: 50,000+ consultants

Events: 60+ annual conferences worldwide

Why Gartner?

Interpretations: Nearly 20,000 annual vendor briefings across 1,350+ technology and business topics and 120,000+ searchable documents. Research focused on your role in the organization. In-depth coverage in eight industries. 1,100+ analyst research reports.

Why Gartner?

Insights: From clients, more than 10,000 distinct enterprises in 90 countries. The Global 500. 73% of the Fortune 1000. 76% of the Global 500. World's largest community of CIOs and clients. 3,200 annual engagements. 600 consulations annually. 500 IT benchmarks annually.
<table>
<thead>
<tr>
<th>Why This Matters</th>
<th>Closest Competitor</th>
<th>Gartner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your unique selling proposition.</td>
<td>The cloud is used to size and stretch your business.</td>
<td>The cloud is used to size and stretch your business.</td>
</tr>
<tr>
<td>1.5 million paid subscribers.</td>
<td>2.1 million paid subscribers.</td>
<td>2.1 million paid subscribers.</td>
</tr>
<tr>
<td>250 unique conference sessions.</td>
<td>260 unique conference sessions.</td>
<td>260 unique conference sessions.</td>
</tr>
<tr>
<td>40 key notes.</td>
<td>40 key notes.</td>
<td>40 key notes.</td>
</tr>
<tr>
<td>81,000 paid participants.</td>
<td>81,000 paid participants.</td>
<td>81,000 paid participants.</td>
</tr>
<tr>
<td>59,000 research analysts.</td>
<td>59,000 research analysts.</td>
<td>59,000 research analysts.</td>
</tr>
</tbody>
</table>

**Exits**

- The current market size is... | China Research Database
- China Research Database
- 59,000 research analysts.
- $1.5 trillion in sales.
- 9,000 public companies.

**Vendors**

- Market share by company.
- Market share by company.
- $9,000 public companies.
- 9,000 public companies.
- 9,000 public companies.

**Companies**

- 250,000 companies.
- 250,000 companies.
- 250,000 companies.
- 250,000 companies.
- 250,000 companies.
<table>
<thead>
<tr>
<th>Why This Matters</th>
<th>Closest Competitor</th>
<th>Gartner Why Gartner?</th>
</tr>
</thead>
<tbody>
<tr>
<td>You need insights on the vendors and products you're interested in.</td>
<td>Gartner provides an unmatched perspective on the 25 largest and leading-edge vendors.</td>
<td>Gartner offers unique insights into IT and cloud investments each year.</td>
</tr>
<tr>
<td>Global Presence: 85 countries serves clients in 12,000 vendor benchmarks annually.</td>
<td>25 country offices and provides a strong peer network.</td>
<td>30,000 unique clients worldwide. Access to analytics.</td>
</tr>
<tr>
<td>Number of CIO Members: Over 4,000 CIO and IT Executives.</td>
<td>Number of Organizations: Over 12,000 decision makers.</td>
<td>Areas of Distinction: Gartner</td>
</tr>
</tbody>
</table>
DATE: March 21, 2015
TO: Barnstable County Commissioners
FROM: William Traverse, BCIT Director
Subject: PREPAYMENT/PAYMENT AUTHORIZATION

==========================================================
As you are aware, Barnstable County IT Services are being requested for multiple services from the Cape towns in FY16. I am seeking your authorization to renew our contract with vendor Gartner, Inc. for consulting services to assist the IT Department in developing the Barnstable County Regional IT Services Plan. The time period of this contract renewal is April 1, 2016 - March 31, 2017.

Your authorization is required as this contract and expenditure will cross-over fiscal years FY16 and FY17.

As stipulated in the agreement, Gartner is requesting payment terms of $18,687.00 be forwarded to them upon full execution of the agreement in FY16.

Additionally, they have requested that the remaining balance of $18,687 be paid to them in July.

Vendor #: 27932
Amount: $37,374
Account: 0011052 5239

If you require any additional information, please do not hesitate to contact me.

Thank you, in advance, for your consideration.
Barnstable County Commissioners:

Mary Pat Flynn, Chair

Sheila Lyons, Vice-Chair

Leo Cakounes, Commissioner

__________

Date
Gartner, Inc. Service Agreement for Barnstable County ("Client")

This Service Agreement ("SA") is hereby executed under, and subject to, all the terms and conditions of the Commonwealth of Massachusetts. Executive Office of Administration and Finance, Operational Services Division ("OSD") statewide contract RFIRITS95. Gartner, Inc of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") agrees to provide following Services to Barnstable County of 3195 Main Street Barnstable, MA 02630 ("Client") for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions provided in the Gartner Response to RFR ITS95, in the form of the Gartner Cost Table excel spreadsheet. Service Names and Levels of Access are defined in the Service Descriptions, and all updates thereto, provided that (1) the Service Description that is effective when a Service Agreement is executed by the Client shall remain the effective version for the contract term set forth in the applicable Service Agreement, and (2) no update shall be effective under ITS95 unless it's expressly accepted in writing by the Commonwealth Contract Manager.

If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the services purchased in this SA must be confirmed by the Client against the ITS95 contract information in the Commonwealth's Commibuy system, and/or by contacting the Commonwealth Manager.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Level of Access</th>
<th>Number of Users</th>
<th>Name of User to be Licensed</th>
<th>Contract Term Start Date</th>
<th>Contract Term End Date</th>
<th>Annual Fee $</th>
<th>Total Fee $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gartner for IT Leaders</td>
<td>Advisor</td>
<td>1</td>
<td>William Traverse</td>
<td>4/1/16</td>
<td>3/31/17</td>
<td>$37,374</td>
<td>$37,374</td>
</tr>
<tr>
<td><strong>Total Services:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Excluding applicable sales tax)</td>
<td>$37,374</td>
</tr>
</tbody>
</table>

2. SERVICE DESCRIPTIONS:

<table>
<thead>
<tr>
<th>Service Name/ Level of Access</th>
<th>Service Description URL</th>
</tr>
</thead>
</table>

3. PAYMENT TERMS

Gartner will invoice Client in advance for all Services as noted below. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. This SA may be signed in counterparts.

Invoice Schedule
Upon receipt of the signed Service Agreement, Client will be invoiced $18,687.00 (plus applicable taxes)
July 2016: Client will be invoiced $18,687.00 (plus applicable sales tax)

4. CLIENT BILLING INFORMATION

<table>
<thead>
<tr>
<th>Purchase Order Number:</th>
<th>Billing Address</th>
</tr>
</thead>
</table>

5. AUTHORIZATION

Client:
Barnstable County Commissioners:
Mary F. Flynn, Chair
Sheila Lyons, Vice-Chair
Leo Cakounes, Commissioner

Gartner, Inc.
Signature/Date: 3-10-16
Print Name and Title:

Gartner, Inc. - Service Agreement with General Terms - Version 01/11