BARNSTABLE COUNTY

In the Year Two Thousand and Seventeen

Ordinance 17-07

This Ordinance shall replace Ordinance 05-22 in its entirety.

In partnership with the fifteen Towns of Barnstable County, to establish the Cape Cod Water Protection Collaborative:

Whereas Cape Cod possesses great beauty and abundant natural resources cherished by its residents and visitors;

Whereas the quality of many Cape Cod water bodies has diminished, primarily due to inadequate wastewater treatment;

Whereas the cost of providing effective wastewater infrastructure is exceedingly burdensome to Towns acting individually;

Whereas many estuaries, bays and coves, their watersheds, and lakes and ponds cross Town boundaries;

Whereas there is need for a regional framework to concentrate resources and strategies on overcoming this pervasive environmental problem;

Whereas citizens' understanding varies regarding the contribution wastewater management makes to Cape Cod's environmental and economic health:

NOW THEREFORE,

BARNSTABLE COUNTY hereby ordains:

Pursuant to Sections 1-6, 6-1 and 6-2 of the Barnstable County Home Rule Charter, and to focus regional attention and resources on the critical need to develop comprehensive wastewater infrastructure for Cape Cod, it is hereby proposed to establish a new Cape Cod Water Protection Collaborative (the "Collaborative").

The Mission Statement of the Collaborative shall be the following:

"To protect Cape Cod's shared water resources by promoting and supporting the coordinated, cost-effective and environmentally sound development and implementation of local water quality initiatives, including, but not limited to watershed management plans required by section 208 of the Federal Clean Water Act."

The Goals of the Collaborative shall be the following:

1) Attract state, federal and public-private revenue sources for financing assistance to the Towns for wastewater projects;

2) Maximize regional cooperation and action in managing wastewater;

3) Coordinate the development of infrastructure that is cost-effective, technologically efficient and environmentally appropriate;
4) Educate the public concerning the contribution wastewater management makes to sustain Cape Cod's economic and environmental health.

5) Advise and Review the aspects of the Regional Water Quality Management Plan (208 Plan) and track the Towns as they implement aspects of the plan.

6) Advise and Review the development and implementation of a transparent and sustainable Regional Water Quality Monitoring Program to collect, format and analyze water quality information including, but not limited to, ocean, near-shore, estuary, in-stream, storm water, fresh water and drinking water data necessary to implement cost-effective and environmentally sound responses to threatened water resources.

The organizational structure, responsibilities and functions of the Collaborative will be in accordance with the provisions of the following proposed Ordinance:

Cape Cod Water Protection Collaborative

Article 1. Purpose

It is essential that Towns and Barnstable County work cooperatively to fund, plan, implement and manage a comprehensive infrastructure of wastewater systems and provide related technical services, to protect Cape Cod's bays, estuaries, ponds, lakes and drinking water wells.

Article 2. Establishment

Pursuant to the provisions of Sections 1-5, 1-6, 6-1 and 6-2 of the Barnstable County Home Rule Charter, the Cape Cod Water Protection Collaborative is hereby established.

The Collaborative shall operate within the Barnstable County Regional Government structure and in accordance with its administrative and budgetary procedures.

Article 3. Definitions

| Collaborative | Cape Cod Water Protection Collaborative (CCWPC); |
| Governing Board | policy-making body of the CCWPC, with membership from each participating Town and Barnstable County |
| Charter | Home Rule Charter of Barnstable County |
| Commissioners | Barnstable County Board of County Commissioners (Executive branch) |
| DEP | Department of Environmental Protection, Commonwealth of Massachusetts |
| Steering Committee | five-member body responsible for executive decision-making and management between regular Governing Board meetings. |
Town

Assembly of Delegates

Regional Water Quality Plan

developed by the Cape Cod Commission at the direction of the Commonwealth of Massachusetts in accordance with section 208 of the federal Clean Water act, this plan coordinates the implementation of wastewater infrastructure on Cape Cod, requiring local plans, known as Comprehensive Wastewater Management Plans, developed by Member Towns designated as Waste Management Agencies (WMAs), to be consistent with its content.

Regional Water Quality Monitoring Program

Technical Advisory Committee

e a central repository of water quality data and analysis at the Cape Cod Commission

engineers, scientists and related experts to provide technical support and advice to Steering Committee and Governing Board.

Article 4. Governing Board, Steering Committee and Technical Advisory Committee

The Collaborative shall be managed by a Governing Board composed of multi-faceted, managerially experienced persons representing each participating Town and Barnstable County.

Each Town joining the Collaborative shall appoint a representative and the Commissioners shall appoint two at-large representatives to serve nominal two-year terms as members of the Governing Board.

Based on subsequent Governing Board policy, members will be appointed to staggered multi-year terms of service. If an even number of Governing Board members results from this process, the Commissioners shall appoint an additional representative, thus permitting majority vote decision-making.

The Governing Board shall establish policies for fulfilling the mission, goals and objectives of the Collaborative, and it shall endeavor to support the provisions of a Regional Water Quality Plan and the Comprehensive Wastewater Management Plans of member Towns.

The Governing Board shall also adopt regulations and procedures for administering the activities of the Collaborative.

The Steering Committee, a five-member executive management body, shall be in session as often as needed between regular meetings of the full Governing Board in order to provide timely policy direction and to take decisive management actions as needed.
Three members of the Steering Committee shall be appointed by the Governing Board from within its member Towns, and the other two Steering Committee members shall be the same individuals appointed to the Governing Board by the Commissioners. The chairperson of the Governing Board shall also serve as chairperson of the Steering Committee. The hybrid appointing process for determining Steering Committee membership is designed to ensure a broad spectrum of management, finance and planning skills to best serve the varied and extensive responsibilities of the Collaborative, ranging from seeking revenues to planning projects.

The Governing Board and Steering Committee shall routinely consult with and receive support from a Technical Advisory Committee for research regarding wastewater technologies, and for engineering and technical assistance on wastewater system capabilities, development, operation and maintenance. The Commissioners, upon recommendation of the Governing Board, shall appoint persons with requisite scientific and engineering credentials in wastewater systems management or related fields of experience to serve as members of the Technical Advisory Committee.

Article 5. Staff

The daily operations and activities of the Collaborative shall be managed by the Cape Cod Commission on behalf of the Governing Board and its Steering Committee. The Cape Cod Commission will appoint a person who shall be in attendance and shall report on all matters affecting the Collaborative to the Steering Committee and the Governing Board when these bodies are in session.

At other times, the Steering Committee chairperson, acting on behalf of the Steering Committee and in concert with the policies of the Governing Board, will provide administrative guidance and direction, as needed to the Cape Cod Commission staff.

The Cape Cod Commission will provide administrative and technical staff as needed.

An annual budget developed by the Cape Cod Commission with recommendations from the Cape Cod Water Protection Collaborative will be included in the Cape Cod Commission’s annual budget.

Article 6. Responsibilities and Functions

The Collaborative shall have authority to discharge, but not be limited to, the following responsibilities and functions, consistent with the Administrative Code of Barnstable County:

a. Establish the Regional Water Quality Plan in conjunction with County staff;
b. Make recommendations on grants or loans, or provide other forms of financial aid, to complement the funding resources of Towns dedicated to wastewater management;
c. In accordance with the County Charter and through the County Commissioners, make recommendations on application for, accept, administer, expend and comply with the conditions and obligations of any grant, gift, or loan from regional, state or Federal government agencies or from private, corporate or public-private partnership organizations;
d. seek legislation to access dedicated State Revolving Fund (SRF) resources for infrastructure development and services;
e. Recommend and arrange public-private funding partnerships for wastewater management;
f. enter into inter-municipal agreements with one or more Towns or other jurisdictions as necessary, in accordance with the Charter;
g. assist each Town in preparing and adopting its Comprehensive Wastewater Management Plan within 3 years of receipt of Total Maximum Daily Load (TMDL) data from the DEP;
h. consult with and assist Towns with their planning and implementing of wastewater treatment and septage/sewage disposal systems;

i. assist Towns in contracting for and providing wastewater treatment services and sewage or septage disposal services;

j. In accordance with the County Charter and through the County Commissioners, make recommendations to enter into contracts that serve the purposes and interests of the Collaborative;

k. produce and distribute informational materials in various formats, including PEG Access television programming, a Collaborative web site, and the sponsoring of educational workshops and conferences;

l. consistent with the Charter and Massachusetts General Laws, conduct any functions as may be necessary for, or incident to, carrying out the goals of the Collaborative.

Article 7. Review of Cape Cod Water Protection Collaborative

The CCWPC shall report annually to the Barnstable County Commissioners and the Assembly of Delegates on the status, goals and objectives, and progress of the Collaborative.

Adopted by the Assembly of Delegates on June 7, 2017

E. Suzanne McAuliffe, Speaker
Assembly of Delegates

Approved by the Board of County Commissioners (date), at (time).

Leo G. Cakounes
Chairman

Mary Pat Flynn
Vice Chairman

Ronald Beaty
Commissioner
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a Request for Proposals for Actuarial Services for OPEB on May 15, 2017. Three proposals were received from Segal Consulting, Jefferson solutions and KMS Actuaries. The Evaluation Committee consisting of Elaine Davis, Chief Procurement Officer, Ed Sentieo, Finance Director from Yarmouth and Mary McIsaac, Finance Director from Barnstable County reviewed the proposals and determined that the most advantageous proposal was submitted by Segal Consulting.

Please vote to award the contract for Actuarial Services to Segal Consulting as the vendor offering the most advantageous proposal.

Thank you.

County Commissioners:

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

Date
Memorandum

June 9, 2017

To: Ms. Elaine Davis, Procurement Office

From: Mary T. McIsaac, Finance Director

Re: RFP for Actuarial Services

On June 5th the Committee of three, being the Finance Director of the Town of Yarmouth, Mr. Eduard Senteio, the Procurement Officer for the County, Ms. Elaine Davis and myself met to discuss our independent reviews of the three vendors who responded to our RFP for the collaborative bid for actuarial services for OPEB.

The Committee had independently reviewed the bidders qualitative and quantitative and responses and rated each of the bidders as Highly Advantageous (HA), Advantageous (A) or Not Advantageous (NA). The opening of the price proposals, submitted separately as required were reviewed. Pricing proposals were reviewed and the Committee received additional information to answer some questions of timing of data updates and reporting of Enterprises and or departments as separate liabilities.

As a result of the Committee’s meeting and discussion, the Committee unanimously agreed that Segal Consulting was the most Highly Advantageous bidder and recommends that the Barnstable County Commissioners be asked to award the collaborative bid for OPEB actuarial services to Segal Consulting. The Committee particularly noted the company’s long-standing presence in Massachusetts and the extensive list of clients in Massachusetts for which the company has provided OPEB actuarial services and the demonstrated understanding of the services requested in the RFP.
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of Water Departments in the County for the Supply and Delivery of Water Chemicals. Five bids were received.

The highlighted bids on the attached spreadsheet reflect the bids submitted by the responsive, responsible bidders offering the lowest prices. The bids from Coyne Chemical are not acceptable as they are conditional bids which require a minimum delivery quantity and need to be rejected. The bid from Univar for Caustic Potash for Buzzards Bay Water District was withdrawn as they are unable to deliver to that location and the District has chosen to go to the next low bidder. The Dennis Water Department has chosen not to award a bid for Sodium Hypochlorite.

Please vote to award the bids to the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet.

Thank you.

County Commissioners:

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

Date 05/24/17
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Borden & Remington
63 Water Street, PO Box 2573
Fall River, MA 02722

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

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

WHEREAS: Barnstable County issued an Invitation for Bids for the Supply and Delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hypochlorite for the period of July 1, 2017 through June 30, 2018.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 149.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest prices as highlighted on the attached spreadsheet.

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County and Water Departments 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 and Water Departments, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County’s Invitation for Bids dated April 10, 2017 and the Contractor’s proposal dated April 26, 2017, incorporated herein by reference as Exhibit B


4. Payment. The Water Departments shall compensate the Contractor at the prices affixed to this contract as Exhibit A.

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Water Department within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Water Department no later than July 31st of the year when the resources were prepared.

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

6. Termination for Convenience of Water Departments. The Water Departments 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 Water Departments 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 Department 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 Water Departments. 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 Water Departments shall have the right to obtain a copy of the subcontract upon request.

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

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

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

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 Water Department 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 Water Department 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 Water Departments.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The Water Departments 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 1966, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

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

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

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

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

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

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

______________________________
Ron Beaty

______________________________
Leo Cakounes

______________________________
Mary Pat Flynn

______________________________
Date

FOR THE CONTRACTOR:

______________________________
Robert F. Bogan, President

Date 5/31/17
### CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution

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### SODIUM HYPOCHLORITE – 12 – 15%

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### Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%

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### HYDRATED LIME

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### CITRIC ACID – 50% Food Grade

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<td>5.582 min 4 drums/delivery</td>
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<td>No bid</td>
<td>16.688 min 4 drums</td>
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EXHIBIT B:
PURCHASE DESCRIPTION/SCOPE OF SERVICES

CAUSTIC-POTASH (POTASSIUM HYDROXIDE-KOH)

Manufacturer’s literature must be submitted with the bid.

**Chemical Name:** Potassium Hydroxide

**Product Name:** Caustic Potash – Liquid

**DOT Proper Shipping Name:** Potassium Hydroxide Solution

**Physical Requirements:** Liquid Potassium Hydroxide – a solution of dry potassium hydroxide in water.

**Chemical Requirements:** Liquid Potassium Hydroxide – Liquid potassium hydroxide supplied shall contain a minimum of 45% total alkalinity as potassium hydroxide (KOH) and be a clear and colorless liquid with a specific gravity of between 1.46 – 1.47 at 15 degrees Celsius. It shall have an approximate density of 12.18 lbs/gal.

**General Impurities:** The potassium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the potassium hydroxide. The Shipper will comply with the potassium hydroxide Water Chemicals Codex monograph. The following impurities shall not exist in Concentrations greater that outlined below.

<table>
<thead>
<tr>
<th>Substance</th>
<th>Concentration</th>
</tr>
</thead>
<tbody>
<tr>
<td>K2CO3</td>
<td>0.2%</td>
</tr>
<tr>
<td>NaOH</td>
<td>0.25%</td>
</tr>
<tr>
<td>KCl</td>
<td>50 mg/l</td>
</tr>
<tr>
<td>Fe</td>
<td>3 mg/l</td>
</tr>
<tr>
<td>SiO2</td>
<td>20 mg/l</td>
</tr>
<tr>
<td>KClO3</td>
<td>3 mg/l</td>
</tr>
<tr>
<td>Ca</td>
<td>3 mg/l</td>
</tr>
<tr>
<td>K2SO4</td>
<td>10 mg/l</td>
</tr>
<tr>
<td>Hg</td>
<td>0.5 mg/l</td>
</tr>
<tr>
<td>Mg</td>
<td>3 mg/l</td>
</tr>
</tbody>
</table>

**Sampling:** Sampling shall be taken by the purchaser at the point of destination. The purchaser retains the right of refusal, without penalty or additional cost, in the event the material being delivered does not meet ANSI/AWWA B511 standard for potassium hydroxide.

**Packaging and Shipping:** The product shall be shipped in properly cleaned tank trucks. Trucks or containers used in the shipping shall comply with U.S. Department of Transportation (DOT) specifications.

**Delivery Requirements:** Morning deliveries are preferred. Deliveries can only be accepted between the hours of 8:00am and 3:30pm Monday through Friday, unless otherwise specified under water department requirements. No minimum load requirements will be allowed. Extreme care shall be taken when handling potassium hydroxide. Workers shall be given detailed instructions on how to avoid injury to themselves and others. Proper protective clothing, goggles, and face shields shall be provided. No incidental spilling or leakage will be allowed.
during the delivery procedure. All unloading procedures shall conform to Industry Safety Standards. Rate of unloading shall be determined in the field so as not to damage in any way the tanks, piping, valves, or related equipment. It is the supplier's responsibility to provide 75' of hose and adequate fittings to accommodate each delivery point. It shall also be the supplier's responsibility for the product until it enters the facility. The supplier should satisfy themselves with all the delivery point within each Town. The supplier shall confirm each delivery with the purchaser 24 hours in advance of the delivery and all deliveries will be unloaded in the presence of the purchaser's employees. Water Division personnel will remain with each truckload at all times.

Markings: Each shipment of material shall carry with it a detailed means of identification and other markings as required by applicable laws and regulations.

Special Services: The supplier shall have the means and equipment necessary to remove and redeliver the product from a treatment facility at reasonable rates if the purchaser requires the service.

Safety Information: Information on the safe handling and use of the chemical must be supplied with the first delivery in the form of Material Safety Data Sheets.

NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

HYDRATED LIME

Description: A white, dry fine powder, free from lumps, possessing an alkaline, slightly bitter taste. Solubility in water: 1g/l- 630 ml at 25° C, 1g/l- 300ml at 100° C. Soluble in glycerin but insoluble in alcohol.

Impurities: The recommended Maximum Impurity content (RMIC) values are based on a maximum dosage of 650mg of calcium hydroxide / liter of water.

<table>
<thead>
<tr>
<th>IMPURITY</th>
<th>RMIC mg IMPURITY/Kg</th>
<th>CALCULIUM HYDROXIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Cadmium</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Chromium</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Fluoride</td>
<td>*</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Selenium</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Silver</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

* A RMIC has not been established for fluoride. All producers of calcium hydroxide must analyze and state in the certified analysis the concentration of fluoride in the calcium hydroxide produced. Lime with the trade name "Chem-cal” or equal must be delivered. Substitutes must be approved by the water department before being delivered.

Chemical composition: Shall contain a minimum of 62 per cent available calcium oxide (CaO). The bidder shall state the minimum percent available CaO in their product. The product shall be free of "chert". Should grit form, because of the presence of chert when a slurry is formed, the supplier will replace the lime.
Safety information: Information on the safe handling and use of the chemical must be supplied with the delivery in the form of Material Safety Data Sheets.

Other Information: The origin of each quantity supplied shall accompany each delivery.

 Penalty for Non-Delivery: If the supplier fails to notify the department of the inability to deliver the shipment 24 hours prior to scheduled delivery, the department will deduct $50 off the cost of that shipment.

SODIUM HYPOCHLORITE SOLUTION

Description: Clear, yellow liquid.

Properties:
- Concentration- 14.5 - 15.5 % by volume
- Concentration, sodium hypochlorite- 12.0 - 13.0% by weight.
- Available chlorine- 145 - 155 g/l
- Excess alkalinity (as NaOH)- 0.9 - 2.5 g/l
- Insoluble matter- not more than .15% by weight

Packaging: Bulk delivery - fixed chassis ; placards with contents and all appropriate safety information.

All unloading procedures shall conform to industry safety standards. Rate of unloading shall be determined at destination so as not to damage in any way the tanks, piping, valves or related equipment. The supplier will provide the necessary hose and fittings to safely off load the product until it enters the facility, no incidental spillage or leaking will be allowed during the delivery procedure.

Testing: Driver will supply Certificate of Analysis with shipment. Sample may be drawn at time of delivery in the presence of water department personnel and tested. Load will be rejected for any of the following reasons:
- A. sample temperature over 115°F.
- B. incorrect color.
- C. significant amount of solids.
- D. failure of analysis.
- E. hatches/valves unsealed.

Compliance: Driver will comply with all water department delivery procedures and have all required personal protection equipment.

Inspection: Prior to bidding the first time the prospective supplier shall have a representative make a site visit, including the delivery routes and the facility itself.

Safety: Information on the safe handling and use of the chemical must be supplied on the first
delivery in the form of MATERIAL SAFETY DATA SHEETS.

NO CHEMICAL SHALL BE UNLOADED UNLESS IN THE PRESENCE OF A REPRESENTATIVE OF THE APPROPRIATE WATER DEPARTMENT.

CHEMICAL MUST BE CERTIFIED TO NSF/ANSI-60.

Replacement: Materials or components that have been rejected by the individual Water Departments, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the Water Departments.

Removal: Any material or components rejected shall be removed within a reasonable time from the premises of the utility at the entire expense of the Contractor, after written notice has been mailed by the Water Departments to the Contractor that such materials or components have been rejected. All vendors are required to remove all expended cylinders, equipment and materials that are no longer in use once the contract period has expired.

Permits: The Contractor shall take out all permits and licenses necessary to carry out the work described in this contract. The Contractor will assume the cost of the permit.

Quantities: If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased as the needs of the Water Departments shall require.

DEPOSITS WILL NOT BE PAID on containers, pallets or any other shipping media

NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

LIQUID SODIUM HYDROXIDE

Manufacturer’s literature must be submitted with the bid.

Chemical Name: Sodium Hydroxide

Product Name: Caustic Soda – Liquid

DOT Proper Shipping Name: Sodium Hydroxide Solution

Physical Requirements: Liquid Sodium Hydroxide – a solution of dry sodium hydroxide in water.

Chemical Requirements: Liquid Sodium Hydroxide – Liquid sodium hydroxide supplied shall contain a minimum of 51% total alkalinity as sodium hydroxide (NaOH) and be a clear and colorless liquid with a specific gravity of between 1.521 – 1.534. It shall have an approximate density of 12.76 lbs/gal.
General Impurities: The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide. The Shipper will comply with the sodium hydroxide Water Chemicals Codex monograph. The following impurities shall not exist in Concentrations greater than outlined below.

<table>
<thead>
<tr>
<th>Substance</th>
<th>Concentration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Na₂O</td>
<td>0.395%</td>
</tr>
<tr>
<td>Na₂CO₃</td>
<td>0.1%</td>
</tr>
<tr>
<td>NaCl</td>
<td>0.6%</td>
</tr>
<tr>
<td>NaClO₃</td>
<td>0.07%</td>
</tr>
<tr>
<td>Na₂SO₄</td>
<td>250 ppm</td>
</tr>
<tr>
<td>Fe</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Cu</td>
<td>0.15 ppm</td>
</tr>
<tr>
<td>Ni</td>
<td>1.5 ppm</td>
</tr>
<tr>
<td>Hg</td>
<td>0.03 ppm</td>
</tr>
<tr>
<td>Heavy Metals (as Pb)</td>
<td>7 ppm</td>
</tr>
<tr>
<td>As</td>
<td>1 ppm</td>
</tr>
</tbody>
</table>

NaOH 0.51%

Sampling: Sampling shall be taken by the purchaser at the point of destination. The purchaser retains the right of refusal, without penalty or additional cost, in the event the material being delivered does not meet ANSI/AWWA B501 standard for sodium hydroxide.

Packaging and Shipping: The product shall be shipped in properly cleaned tank trucks. Trucks or containers used in the shipping shall comply with U.S. Department of Transportation (DOT) specifications.

Delivery Requirements: Morning deliveries are preferred. Deliveries can only be accepted between the hours of 8:00am and 3:30pm Monday through Friday. No minimum load requirements will be allowed. Extreme care shall be taken when handling sodium hydroxide. Workers shall be given detailed instructions on how to avoid injury to themselves and others. Proper protective clothing, goggles, and face shields shall be provided. No incidental spilling or leakage will be allowed during the delivery procedure. All unloading procedures shall conform to Industry Safety Standards. Rate of unloading shall be determined in the field so as not to damage in any way the tanks, piping, valves, or related equipment. It is the supplier’s responsibility to provide 75’ of hose and adequate fittings to accommodate each delivery point. It shall also be the supplier’s responsibility for the product until it enters the facility. The supplier should satisfy themselves with all the delivery points within each Town. The supplier shall confirm each delivery with the purchaser 24 hours in advance of the delivery and all deliveries will be unloaded in the presence of the purchaser’s employees. Water Division personnel will remain with each truckload at all times.

Markings: Each shipment of material shall carry with it a detailed means of identification and other markings as required by applicable laws and regulations.

Special Services: The supplier shall have the means and equipment necessary to remove and redeliver the product from a treatment facility at reasonable rates if the purchaser requires the service.

Safety Information: Information on the safe handling and use of the chemical must be supplied with the first delivery in the form of Material Safety Data Sheets.
NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

SPECIAL INSTRUCTIONS

ALL VENDORS SHOULD TAKE NOTICE OF THESE SPECIAL INSTRUCTIONS

BARNSTABLE FIRE DISTRICT
Contact Information:
Thomas Rooney, Superintendent
P. O. Box 546
1841 Phinney’s Lane
Barnstable, MA 02630
PH: (508) 362-6498
FAX: (508) 362-9616
BFDWaterSupt@comcast.net

KOH: 2 bulk tanks -3,000 – 4,000 gallons.
Delivery Locations:
223 Breed’s Hill Road
1650 Route 132
NOTE: Short cab only. No sleeper cabs. 1 – 2 stops each delivery

Sodium Hypochlorite – 12-15%
64 – 5 gallon carboys delivered 6 times per year on pallets
Delivery Location:
1841 Phinney’s Lane
Barnstable, MA

BREWSTER WATER DEPARTMENT
Contact Information:
Paul Anderson
165 Commerce Park Road
Brewster, MA 02631
PH: (508) 896-5454
FAX: (508) 896-4517
panderson@town.brewster.ma.us

KOH – Delivery locations:
697 Run Hill Road -2000 Gall
379 West Gate Rd – 1500 gallon tank

Sodium Hypochlorite – 1100/1500 Gall. Tank
Delivery Requirements: Deliveries will be accepted between 9:00AM and 2:30 PM only.
24 hour advance confirmation required.
Delivery location: 697 Run Hill Road
379 West Gate Road

Hydrated Lime – 600 lb. hopper
Delivery Locations:
#1 - 548 Freeman’s Way
#2 - 813 Freeman’s Way
Hydrated lime shall be shipped in 50lb. net weight multi wall paper bags. They shall be delivered on a pallet as follows: 2,000 lbs. to a pallet (40 bags, eight layers of five bags), stretch wrapped so
as to secure and protect the contents. The supplier shall be prepared to deliver the pallet to two locations within the water system area without additional expense to the purchaser. Delivery takes approximately two hours.
No deliveries will be accepted after 2 P.M.

BUZZARDS BAY WATER DISTRICT
PO Box 243
Buzzards Bay, MA 02532
Mailing Address:
P. O. Box 243
Contact Information: Steve Souza
Phone: (508) 759-4631
Fax 508.759.1866
ssouza@bbwd.us

KOH- 2 - 1,000 gall tanks and 2 - 1,500 gall tanks
  Delivery locations:
  Sta #1, 3, 4 on Bournedale Road
  Sta #2 on Kettle Lane

NOTE: 2,500 short trailer required.

CHATHAM PUBLIC WORKS WATER DIVISION
221 Crowell Road
Chatham, MA 02633
Contact Information: Lynn Carr
Phone: (508) 237-7401
Fax: (508) 945-5152
carrl@wseinc.com

Caustic Potash - Delivery locations:
  Tank Size: 1500 gallons
  South Chatham Chemical Feed Building
  2756 Main St., So. Chatham

  Tank size: 1,000 gallons
  Training Field Wells #5
  128 Training Field Road, Chatham

  Tank Size: 1500 gallons
  Training Field Wells #8
  128 Training Field Road, Chatham

  Tank Size: 1500 gallons
  Eben’s Way Well #7
  65 Eben’s Way, Chatham

  Tank Size: 1500 gallons
  South Chatham Well #9
2756 Main St., So. Chatham

**Sodium Hypochlorite – 12 – 15%**
Tank size: 250 gallons
2756 Main St., So. Chatham

2 - 30 gallon barrels
128 Training Field – Well #5
Bulk fill barrels individually

2 - 30 gallon barrels
128 Training Field – Well #8
Bulk fill barrels individually

2 - 30 Gallon Barrels
65 Eben’s Way, Chatham Well #7
Bulk fill barrels individually

2 - 30 Gallon Barrels
2756 Main St., So. Chatham Well #9
Bulk fill barrels individually

**TOWN OF CHATHAM SEWER DIVISION**
221 Crowell Road
Chatham, MA 02633
Contact Information: Richard V. Peter
Phone: (508) 237-9717
Fax: (508) 945-5152
peterr@wseinc.com

**Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%**
4,700 gall tank
**Delivery Locations:**
150 Middle Road (Delivery Entrance)
West Chatham, MA

**Sodium Hypochlorite – 12 – 15%**
4,700 gall tank
**Delivery Locations:**
150 Middle Road (Delivery Entrance)
West Chatham, MA

**Methanol Solution – 20%**
6,000 gall tank
**Delivery Locations**
150 Middle Road (Delivery Entrance)
West Chatham, MA

**COMM WATER DISTRICT**
Contact Information:
Craig Crocker, Superintendent
P. O. Box 369
1138 Main Street
Osterville, MA 02655
PH: (508) - 428.6691  FAX: (508) 428 -3508
crocker@commfiredistrict.com

**KOH** – 14 different locations in Barnstable

Tank sizes; 1,500 gall (10) and 3,000 gall (5)

NOTE: Rear discharge, two (2) lengths of hose, 3-6 stops each delivery
DELIVERIES MUST BE BETWEEN 8AM and 10AM

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**DENNIS WATER DISTRICT**

Contact Information:
David Larkowski, Superintendent
PO Box 2000
80 Old Bass River Road
South Dennis, MA 02660
PH: (508) 398-3351  FAX: (508) 398-6799
Cell 508.962.0811
dlarkowski@denniswater.org

**KOH** – 14 bulk tanks – 3,000 gall.

NOTE: Rear discharge, 3 lengths of hose, 3 – 4 stops per delivery

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**Sodium Hypochlorite** aka: Chlorine Bleach approved for Drinking Water Supplies which meets the latest version of ANSI/WWA B300 Standards
All deliveries in 55 gall drums to offices at 80 Old Bass River Rd.

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**HARWICH WATER DEPARTMENT**

Contact Information:
Neil Salzillo
196 Chatham Road
Harwich, MA 02645
PH: (774) 836-5273  Fax: (339) 502-2490
nsalzillo@harwichwater.com

**Caustic Potash (Potassium Hydroxide – KOH) 45% Solution**

Tank Size: 3 – 2900 Gallons (estimated usage) approximately 15,472 lbs per delivery
2 – 1500 gallons – Approximately 6 per year

Delivery Locations:
T-1 196 Chatham Rd.
85 Depot Road
161 Bay Road
139 Northwest Gate Rd.
205 Pleasant Bay Road

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**MASHPEE WATER DISTRICT**

Contact Information:
Andy Marks
79 Industrial Drive  
Mashpee, MA 02649  
PH: (508) 477-6767  
andy.marks@verizon.net  
FAX: (508) 539-0382

KOH – Tank size: 1,500 – 3,000 gallons.  
Delivery locations:  
Pumping stations 2 through 8

ORLEANS WATER DEPARTMENT  
Contact Information:  
Susan Brown, Asst. Water Superintendent  
19 School Rd.  
Orleans, MA 02653  
PH: (508) 255-1200  
sbrown@town.orleans.ma.us  
FAX: (508) 240-3702

KOH - Delivery Locations:  
292 Route 28  
70 Quanset Rd.  
350 Route 28  
Tank size – 1500 gall. – 3,000 gallons.  
Sodium Hypochlorite – 12 –15%  
Delivery locations:  
350 Route 28 (bulk only)  
292 Route 28  
70 Quanset Rd. (carboys)  
Tank Size: 1500 gall bulk and 15 gal carboys  
***Orleans will require 15 gal carboys as well as bulk delivery

Citric Acid (50%) Food Grade  
Delivery locations  
350 Route 28 (South Orleans Road) One stop only. Truck with lift-gate will be required for unloading. Mon – Fri, 7:30 am – 2:30 pm  
Tank Size: 55 gall drums – 4 drums per quarter

PROVINCETOWN WATER DEPARTMENT  
Contact Information:  
Cody Salisbury, Water Superintendent  
260 Commercial Street  
Provincetown, MA 02657  
Phone: (508) 487-7060  
Fax: (508) 487-4675  
Email: csalisbury@provincetown-ma.gov

KOH – Delivery Locations  
Knowles Crossing Treatment Plant,  
143 Shore Rd., No. Truro  
Tank Size: 1400 gallon
South Hollow Treatment Plant Facility
11 South Hollow Rd., No. Truro
Tank Size: 1400 gallon

Sodium Hypochlorite – Delivery Locations
Knowles Crossing Treatment Plant
525 Gallon Tank

South Hollow Treatment Plant
15 gallon carboy delivery

Citric Acid
Delivery locations
Knowles Crossing Treatment Plant
15 gallon carboy delivery only

YARMOUTH WATER DEPARTMENT
Contact Information:
Gary Damiecki, Assistant Superintendent
99 Buck Island Road
West Yarmouth, MA 02673
PH: (508) – 771-7921
gdamiecki@yarmouth.ma.us

Delivery must be between 7:00AM and 11:00 AM
KOH: 17 locations
   Tank size: 1,500 – 3,000 galls.
   NOTE: More than 1 stop each delivery.

Sodium Hypochlorite – 12%
   One location
   5 gallon carboys
ATTACHMENT C
BID FORM

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the individual Towns, to complete all Work as specified or indicated in the "INVITATION TO BID:
Barnstable County is seeking sealed bids on behalf of the listed water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Caustic Soda (Sodium Hydroxide Liquid), and Sodium Hypochlorite for the period of July 1, 2017 through June 30, 2018.

| CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution |
|---------------------------------|-----------------|-----------------|
| WATER DEPARTMENT                | ESTIMATED USAGE – LBS | BID PRICE PER LB |
| Barnstable Fire District         | 200,000          | 0.2269          |
| Brewster Water Department        | 74,000           | 0.2696          |
| Buzzards Bay Water District      | 125,000          | 0.3246          |
| Chatham Public Works Water Division | 284,100      | 0.2304          |
| COMM Water District              | 800,000          | 0.2294          |
| Dennis Water District            | 750,000          | 0.2261          |
| Harwich                         | 92,832           | 0.2605          |
| Mashpee Water District           | 150,000          | 0.2372          |
| Orleans Water District           | 119,090          | 0.2459          |
| Provincetown Water Department    | 66,000           | 0.2654          |
| Yarmouth Water Department        | 700,000          | 0.2259          |

| SODIUM HYPOCHLORITE – 12 – 15% |
|---------------------------------|-----------------|-----------------|
| WATER DEPARTMENT                | ESTIMATED USAGE – GALL | BID PRICE PER GALL |
| Chatham DPW Sewer Division      | 4,000            | 1.1500          |
| Chatham DPW Water Division      | 3500             | NO BID          |
| Barnstable Fire District        | 2,200            | 4.9500          |
| Brewster Water Dept.            | 5,000            | 4.6500          |
| Dennis Water District           | 4,000            | 3.9500          |
| Orleans Water Department        | 4,000            | 4.7500          |
| Provincetown Water Department   | 2,100            | 5.2500          |
| Yarmouth Water Department       | 500              | 5.1500          |

Sodium Hydroxide, Liquid Solution: i.e. Sodium Hydroxide Liquid – 50%

| WATER DEPARTMENT                | ESTIMATED USAGE – (GALL) | BID PRICE PER GALL |
| Chatham DPW Sewer Division      | 10,000                    | 1.8192            |

| HYDRATED LIME |
|----------------|-----------------|-----------------|
| WATER DEPARTMENT | ESTIMATED USAGE - LBS | BID PRICE PER LB |
| Brewster Water Dept. | 60,000            | NO BID          |

| CITRIC ACID – 50% Food Grade |
|---------------------------------|-----------------|-----------------|
| WATER DEPARTMENT                | ESTIMATED USAGE- GALL | BID PRICE PER GALL |
| Orleans Water Department        | 880              | 8.8379          |
| Provincetown Water Department   | 2,500            | NO BID          |

| METHANOL SOLUTION – 20% |
|-------------------------|-----------------|-----------------|
| WATER DEPARTMENT        | ESTIMATED USAGE | BID PRICE PER GALL |
| Town of Chatham DPW Sewer Division | 20,000 gallons | NO BID          |
Signed. [Signature]  Print Name: Robert F. Bogan

Company: Borden & Remington Cork

Business Address: 63 Water Street, P.O. Box 2573

Fall River, MA 02722

Phone: 508-675-0096  FAX: 508-672-5670
Contract Name and or Number: Water Chemicals – 2018

Borden & Remington Corp. respectfully declines any extension to contract awards, beyond the original contract terms, unless it is mutually agreed upon by Borden & Remington Corp. and the Barnstable County.

Sincerely,

Robert F. Bogan
President
ATTACHMENT A – REFERENCE FORM

Bidder: Borden & Remington Corp.

IFB Title: Water Chemicals 2018

Bidder must provide references for:
Bidder must submit a complete list of all jobs performed in the past five (5) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference: City of Taunton
Address: Taunton, MA
Contact: Bill Schwartz
Phone: 508-947-0690
Fax:
Description and date(s) of supplies or services provided: Supply Sodium Hydroxide and Sodium Hypochlorite on an as needed basis. Ongoing.

Reference: Town of Walpole
Address: 135 School St. Walpole, MA
Contact: Rick Mattson
Phone: 508-660-7310
Fax:
Description and date(s) of supplies or services provided: Supply Potassium Hydroxide on an as needed basis. Ongoing

Reference: Town of Hudson
Address: 1 Municipal Drive, Hudson, MA
Contact: Mark
Phone: 978-562-9333
Fax:
Description and date(s) of supplies or services provided: Supply Potassium Hydroxide on an as needed basis. Ongoing

Attach Additional Sheets if Necessary
ATTACHMENT B

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Borden & Remington Corp.

Address: 63 Water Street, P.O. Box 2573

Fall River, MA 02722

Signature of Individual Signing
Bid, or Corporate Officer: [Signature]

Telephone Number: 508-675-0096

Social Security Number
Or Federal Identification Number: 04-2537634

Date: 5/2/17

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.
CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of "BORDEN & REMINGTON CORP.,” held on September 7, 2016 it was voted that ROBERT F. BOGAN, PRESIDENT of this company, be hereby authorized to execute bids, contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company’s name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that ROBERT F. BOGAN is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

5/2/17 __________________________
Date

[Signature]
Sharon L. Quinn, Clerk

Corporate Seal
## Borden & Remington Corp.
### Sales Specification

**45% Caustic Potash**

**Effective:** January 1, 2008  
**Supersedes:** January 1, 2006

<table>
<thead>
<tr>
<th>Specification</th>
<th>Minimum Value</th>
<th>Maximum Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent KOH</td>
<td>44.5%</td>
<td>45.5%</td>
</tr>
<tr>
<td>Percent $\text{K}_2\text{CO}_3$</td>
<td>*</td>
<td>0.1%</td>
</tr>
<tr>
<td>Percent Sodium</td>
<td>*</td>
<td>0.3%</td>
</tr>
<tr>
<td>Chlorides (as KCl)</td>
<td>*</td>
<td>50 ppm</td>
</tr>
<tr>
<td>Sulfates (as $\text{SO}_4$)</td>
<td>*</td>
<td>10 ppm</td>
</tr>
<tr>
<td>Iron (Fe)</td>
<td>*</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Silicon (Si)</td>
<td>*</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Calcium (Ca)</td>
<td>*</td>
<td>10 ppm</td>
</tr>
<tr>
<td>Nickel (Ni)</td>
<td>*</td>
<td>1 ppm</td>
</tr>
<tr>
<td>Arsenic (As)</td>
<td>*</td>
<td>0.5 ppm</td>
</tr>
<tr>
<td>Heavy Metals as Lead (Pb)</td>
<td>*</td>
<td>0.2 ppm</td>
</tr>
<tr>
<td>Appearance</td>
<td>Clear, free of sediment and foreign matter</td>
<td></td>
</tr>
<tr>
<td>Color</td>
<td>Colorless</td>
<td></td>
</tr>
</tbody>
</table>

Form BOR-019; Revision 4; 1/1/08
The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of Wednesday, April 12, 2017 at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?

CompanyName=Borden+%26+Remington+Corp%26ChemicalName=Potassium+Hydroxide&

______________________________

**NSF/ANSI 60**
**Drinking Water Treatment Chemicals - Health Effects**

______________________________

Borden & Remington Corp.
106 Ferry Street
P.O. Box 2573
Fall River, MA 02722
United States
508-675-0096

**Facility**: Fall River, MA

<table>
<thead>
<tr>
<th>Potassium Hydroxide</th>
<th><strong>Product Function</strong></th>
<th><strong>Max Use</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Designation</td>
<td>Corrosion &amp; Scale Control</td>
<td>100 mg/L</td>
</tr>
</tbody>
</table>

Number of matching Manufacturers is 1
Number of matching Products is 1
Borden & Remington Corp.

Sodium Hypochlorite Specifications

15 Trade Percent Available Chlorine

Formula: NaOCl in water

Trade % Available Chlorine: 15% Minimum

Grams per Liter Available Chlorine: 150 Minimum

Specific Gravity Range: 1.196 - 1.202 g/ml

Grams per Liter Excess Sodium Hydroxide: 1.5 – 3.5

Weight % Available Chlorine: 12.5-13.0

Weight % Sodium Hypochlorite: 13.0-13.5

Iron: <0.5 mg/L (0.5 PPM)

Copper: <0.05 mg/L (0.05 PPM)

Nickel: <0.05 mg/L (0.05 PPM)

Chlorate at time of production: <1,500 mg/L (1500 PPM)

Novatek Suspended Solids Test: <3 minutes

Appearance: Greenish-yellow liquid

Borden & Remington Corp.
63 Water Street, Fall River, MA 02722
Phone 800.543.5393 Fax 508.672.5670
The Public Health and Safety Organization

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---

**NSF/ANSI 60**  
Drinking Water Treatment Chemicals - Health Effects

---

Borden & Remington Corp.  
106 Ferry Street  
P.O. Box 2573  
Fall River, MA 02722  
United States  
508-675-0096

**Facility**: Fall River, MA

<table>
<thead>
<tr>
<th>Sodium Hypochlorite[CL]</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Designation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Borchlor® 10%</td>
<td>Disinfection &amp; Oxidation</td>
<td>127mg/L</td>
</tr>
<tr>
<td>Borchlor® 15%</td>
<td>Disinfection &amp; Oxidation</td>
<td>84mg/L</td>
</tr>
<tr>
<td>Borchlor® 19%</td>
<td>Disinfection &amp; Oxidation</td>
<td>67mg/L</td>
</tr>
<tr>
<td>Borchlor® 5%</td>
<td>Disinfection &amp; Oxidation</td>
<td>253mg/L</td>
</tr>
</tbody>
</table>

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

---

Number of matching Manufacturers is 1  
Number of matching Products is 4  
Processing time was 0 seconds
# Borden & Remington Corp.:
## Sales Specification

### 50% Sodium Hydroxide Solution
*Diaphragm Grade*

<table>
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<tr>
<th>Specification</th>
<th>Minimum Value</th>
<th>Maximum Value</th>
</tr>
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<tbody>
<tr>
<td>Percent NaOH</td>
<td>49.0%</td>
<td>51.0%</td>
</tr>
<tr>
<td>Percent Na₂O</td>
<td>38.0%</td>
<td>39.5%</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>1.521</td>
<td>1.534</td>
</tr>
<tr>
<td>Percent Na₂CO₃</td>
<td>*</td>
<td>0.1%</td>
</tr>
<tr>
<td>Percent NaCl</td>
<td>*</td>
<td>0.6%</td>
</tr>
<tr>
<td>Percent NaClO₃</td>
<td>*</td>
<td>0.07%</td>
</tr>
<tr>
<td>Percent Na₂SO₄</td>
<td>*</td>
<td>250 ppm</td>
</tr>
<tr>
<td>Fe</td>
<td>*</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Cu</td>
<td>*</td>
<td>0.15 ppm</td>
</tr>
<tr>
<td>Ni</td>
<td>*</td>
<td>1.5 ppm</td>
</tr>
<tr>
<td>Hg</td>
<td>*</td>
<td>0.03 ppm</td>
</tr>
<tr>
<td>Heavy Metals (as Pb)</td>
<td>*</td>
<td>7 ppm</td>
</tr>
<tr>
<td>As</td>
<td>*</td>
<td>1 ppm</td>
</tr>
<tr>
<td>Appearance</td>
<td>Clear liquid free of foreign matter</td>
<td></td>
</tr>
<tr>
<td>Color</td>
<td>Colorless</td>
<td></td>
</tr>
</tbody>
</table>
The Public Health and Safety Organization

NSF Product and Service Listings

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 COMPANY_NAME=Borden+%26+Remington+Corp%26ChemicalName=Sodium+Hydroxide&

---

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

---

Borden & Remington Corp.
106 Ferry Street
P.O. Box 2573
Fall River, MA 02722
United States
508-675-0096

Facility: Fall River, MA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Designation</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide Solution</td>
<td>pH Adjustment</td>
<td>Sequestering</td>
</tr>
</tbody>
</table>
Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 1 seconds
### Product Specification

**LIQUINAT® L50**

**Citric Acid Solution Food Grade**

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appearance of solution</td>
<td>clear, practically colourless solution</td>
</tr>
<tr>
<td>Assay</td>
<td>49 - 51 %</td>
</tr>
<tr>
<td>Density (20°C)</td>
<td>1.234 - 1.248 kg/dm³</td>
</tr>
<tr>
<td>min. 98 %</td>
<td></td>
</tr>
<tr>
<td>Transmission (450 nm, 1 cm)</td>
<td></td>
</tr>
<tr>
<td>Absorbance (405 nm, 1 cm)</td>
<td></td>
</tr>
<tr>
<td>Sulphated ash</td>
<td></td>
</tr>
<tr>
<td>Heavy metals (as lead)</td>
<td></td>
</tr>
<tr>
<td>Mercury</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td></td>
</tr>
<tr>
<td>Arsenic</td>
<td></td>
</tr>
<tr>
<td>Calcium</td>
<td></td>
</tr>
<tr>
<td>Magnesium</td>
<td></td>
</tr>
<tr>
<td>Chloride</td>
<td></td>
</tr>
<tr>
<td>Sulphate</td>
<td></td>
</tr>
<tr>
<td>Oxalic acid / oxalate</td>
<td></td>
</tr>
</tbody>
</table>

All analytical methods are in accordance with the latest requirements of the European Pharmacopoeia (Ph. Eur.), the United States Pharmacopoeia (USP), the Food Chemical Codex (FCC) or equivalent test methods. Test methods are available on request.
May 16, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of Water Departments in the County for the Supply and Delivery of Water Chemicals. Five bids were received.

The highlighted bids on the attached spreadsheet reflect the bids submitted by the responsive, responsible bidders offering the lowest prices. The bids from Coyne Chemical are not acceptable as they are conditional bids which require a minimum delivery quantity and need to be rejected. The bid from Univar for Caustic Potash for Buzzards Bay Water District was withdrawn as they are unable to deliver to that location and the District has chosen to go to the next low bidder. The Dennis Water Department has chosen not to award a bid for Sodium Hypochlorite.

Please vote to award the bids to the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet.

Thank you.

County Commissioners:

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

05/14/17 Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

NBC Distributors
145 Alden Road
Fairhaven, MA 02719

THIS AGREEMENT, made this 26th day of June 2017 by and between NBC Distributors (hereinafter referred to as Contractor), and Ron Beaty, Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for the Supply and Delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hypochlorite for the period of July 1, 2017 through June 30, 2018.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 149.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest prices as highlighted on the attached spreadsheet.

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County and Water Departments 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 and Water Departments, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County’s Invitation for Bids dated April 10, 2017 and the Contractor’s proposal dated May 3, 2017, incorporated herein by reference as Exhibit B.


4. Payment. The Water Departments shall compensate the Contractor at the prices affixed to this contract as Exhibit A.

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Water Department within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Water Department no later than July 31st of the year when the resources were prepared.

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

6. Termination for Convenience of Water Departments. The Water Departments 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 Water Departments 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 Department 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 Water Departments. 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 Water Departments shall have the right to obtain a copy of the subcontract upon request.

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

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

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

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 Water Department 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 Water Department 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 Water Departments.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The Water Departments 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 interests is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

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

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

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

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

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

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

______________________________
Ron Beaty

______________________________
Leo Cakounes

______________________________
Mary Pat Flynn

______________________________
Date

FOR THE CONTRACTOR:

______________________________
[Signature]

______________________________
Date
### CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution

<table>
<thead>
<tr>
<th></th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
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</thead>
<tbody>
<tr>
<td>Barnstable Fire District</td>
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<td>.2473</td>
<td>.2269</td>
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<td>.394</td>
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<tr>
<td>Brewster Water Department</td>
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<td>.2533</td>
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<tr>
<td>Buzzards Bay Water District</td>
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<tr>
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<td>.2304</td>
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<td>COMM Water District</td>
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<td>Harwich</td>
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<td>.2459</td>
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<td>.2443</td>
<td>.2259</td>
<td>No bid</td>
<td>.394</td>
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</table>

### SODIUM HYPOCHLORITE – 12 – 15%

<table>
<thead>
<tr>
<th></th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
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<tbody>
<tr>
<td>Chatham DPW Sewer Division</td>
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<td>1.15</td>
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<td>Chatham DPW Water Division</td>
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<td>1.08</td>
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<tr>
<td>Barnstable Fire District</td>
<td>4.25</td>
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<tr>
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<td>1.532</td>
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<td>3.95</td>
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<td>Orleans Water Department</td>
<td>2.64</td>
<td>2.065</td>
<td>4.75</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Provincetown Water Department</td>
<td>2.92 drum</td>
<td>4.27 bulk</td>
<td>No bid</td>
<td>No bid</td>
<td>No bid</td>
</tr>
<tr>
<td>Yarmouth Water Department</td>
<td>4.35</td>
<td>No bid</td>
<td>5.15</td>
<td>No bid</td>
<td>No bid</td>
</tr>
</tbody>
</table>

### Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%

<table>
<thead>
<tr>
<th></th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chatham DPW Sewer Division</td>
<td>No bid</td>
<td>1.889</td>
<td>1.8192</td>
<td>No bid</td>
<td>No bid</td>
</tr>
</tbody>
</table>

### HYDRATED LIME

<table>
<thead>
<tr>
<th></th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brewster Water Dept.</td>
<td>.2796</td>
<td>.2623</td>
<td>No bid</td>
<td>No bid</td>
<td>No bid</td>
</tr>
</tbody>
</table>

### CITRIC ACID – 50% Food Grade

<table>
<thead>
<tr>
<th></th>
<th>NBC Distributors</th>
<th>Univar</th>
<th>Borden &amp; Remington</th>
<th>Coyne Chemical</th>
<th>Shannon Chemical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orleans Water Department</td>
<td>No bid</td>
<td>No bid</td>
<td>8.8379</td>
<td>5.582 min 4 drums/delivery</td>
<td>8.37</td>
</tr>
<tr>
<td>Provincetown Water Department</td>
<td>No bid</td>
<td>No bid</td>
<td>No bid</td>
<td>16.688 min 4 drums</td>
<td>14.17</td>
</tr>
</tbody>
</table>
EXHIBIT B:
PURCHASE DESCRIPTION/SCOPE OF SERVICES

CAUSTIC-POTASH (POTASSIUM HYDROXIDE-KOH)

Manufacturer’s literature must be submitted with the bid.

**Chemical Name:** Potassium Hydroxide

**Product Name:** Caustic Potash – Liquid

**DOT Proper Shipping Name:** Potassium Hydroxide Solution

**Physical Requirements:** Liquid Potassium Hydroxide – a solution of dry potassium hydroxide in water.

**Chemical Requirements:** Liquid Potassium Hydroxide – Liquid potassium hydroxide supplied shall contain a minimum of 45% total alkalinity as potassium hydroxide (KOH) and be a clear and colorless liquid with a specific gravity of between 1.46 – 1.47 at 15 degrees Celsius. It shall have an approximate density of 12.18 lbs/gal.

**General Impurities:** The potassium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the potassium hydroxide. The Shipper will comply with the potassium hydroxide Water Chemicals Codex monograph. The following impurities shall not exist in Concentrations greater that outlined below.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>K2CO3</td>
<td>0.2%</td>
</tr>
<tr>
<td>NaOH</td>
<td>0.25%</td>
</tr>
<tr>
<td>KCl</td>
<td>50 mg/l</td>
</tr>
<tr>
<td>Fe</td>
<td>3 mg/l</td>
</tr>
<tr>
<td>SiO2</td>
<td>20 mg/l</td>
</tr>
<tr>
<td>KClO3</td>
<td>3 mg/l</td>
</tr>
<tr>
<td>Ca</td>
<td>3 mg/l</td>
</tr>
<tr>
<td>K2SO4</td>
<td>10 mg/l</td>
</tr>
<tr>
<td>Hg</td>
<td>0.5 mg/l</td>
</tr>
<tr>
<td>Mg</td>
<td>3 mg/l</td>
</tr>
</tbody>
</table>

**Sampling:** Sampling shall be taken by the purchaser at the point of destination. The purchaser retains the right of refusal, without penalty or additional cost, in the event the material being delivered does not meet ANSI/AWWA B511 standard for potassium hydroxide.

**Packaging and Shipping:** The product shall be shipped in properly cleaned tank trucks. Trucks or containers used in the shipping shall comply with U.S. Department of Transportation (DOT) specifications.

**Delivery Requirements:** Morning deliveries are preferred. Deliveries can only be accepted between the hours of 8:00am and 3:30pm Monday through Friday, unless otherwise specified under water department requirements. No minimum load requirements will be allowed. Extreme care shall be taken when handling potassium hydroxide. Workers shall be given detailed instructions on how to avoid injury to themselves and others. Proper protective clothing, goggles, and face shields shall be provided. No incidental spilling or leakage will be allowed.
during the delivery procedure. All unloading procedures shall conform to Industry Safety Standards. Rate of unloading shall be determined in the field so as not to damage in any way the tanks, piping, valves, or related equipment. It is the supplier’s responsibility to provide 75° of hose and adequate fittings to accommodate each delivery point. It shall also be the supplier’s responsibility for the product until it enters the facility. The supplier should satisfy themselves with all the delivery point within each Town. The supplier shall confirm each delivery with the purchaser 24 hours in advance of the delivery and all deliveries will be unloaded in the presence of the purchaser’s employees. Water Division personnel will remain with each truckload at all times.

Markings: Each shipment of material shall carry with it a detailed means of identification and other markings as required by applicable laws and regulations.

Special Services: The supplier shall have the means and equipment necessary to remove and redeliver the product from a treatment facility at reasonable rates if the purchaser requires the service.

Safety Information: Information on the safe handling and use of the chemical must be supplied with the first delivery in the form of Material Safety Data Sheets.

NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

HYDRATED LIME

Description: A white, dry fine powder, free from lumps, possessing an alkaline, slightly bitter taste. Solubility in water: 1g/l- 630 ml at 25° C, 1g/l- 300ml at 100° C. Soluble in glycerin but insoluble in alcohol.

Impurities: The recommended Maximum Impurity content (RMIC) values are based on a maximum dosage of 650mg of calcium hydroxide / liter of water.

<table>
<thead>
<tr>
<th>IMPURITY</th>
<th>RMIC mg IMPURETY/kg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>10</td>
</tr>
<tr>
<td>Cadmium</td>
<td>2</td>
</tr>
<tr>
<td>Chromium</td>
<td>10</td>
</tr>
<tr>
<td>Fluoride</td>
<td>*</td>
</tr>
<tr>
<td>Lead</td>
<td>10</td>
</tr>
<tr>
<td>Selenium</td>
<td>2</td>
</tr>
<tr>
<td>Silver</td>
<td>10</td>
</tr>
</tbody>
</table>

* A RMIC has not been established for fluoride. All producers of calcium hydroxide must analyze and state in the certified analysis the concentration of fluoride in the calcium hydroxide produced. Lime with the trade name “Chem-cal” or equal must be delivered. Substitutes must be approved by the water department before being delivered.

Chemical composition: Shall contain a minimum of 62 per cent available calcium oxide (CaO). The bidder shall state the minimum percent available CaO in their product. The product shall be free of "chert". Should grit form, because of the presence of chert when a slurry is formed, the supplier will replace the lime.
Safety information: Information on the safe handling and use of the chemical must be supplied with the delivery in the form of Material Safety Data Sheets.

Other Information: The origin of each quantity supplied shall accompany each delivery.

Penalty for Non-Delivery: If the supplier fails to notify the department of the inability to deliver the shipment 24 hours prior to scheduled delivery, the department will deduct $50 off the cost of that shipment.

SODIUM HYPOCHLORITE SOLUTION

Description: Clear, yellow liquid.

Properties:
Concentration- 14.5 - 15.5 % by volume  
Concentration, sodium hypochlorite- 12.0 - 13.0% by weight.  
Available chlorine- 145 - 155 g/l  
Excess alkalinity (as NaOH)- 0.9 - 2.5 g/l  
Insoluble matter- not more than .15% by weight

Packaging: Bulk delivery - fixed chassis; placards with contents and all appropriate safety information.

All unloading procedures shall conform to industry safety standards. Rate of unloading shall be determined at destination so as not to damage in any way the tanks, piping, valves or related equipment. The supplier will provide the necessary hose and fittings to safely off load the product until it enters the facility, no incidental spillage or leaking will be allowed during the delivery procedure.

Testing: **Driver will supply Certificate of Analysis with shipment.** Sample may be drawn at time of delivery in the presence of water department personnel and tested. Load will be rejected for any of the following reasons:
A. sample temperature over 115°F.
B. incorrect color.
C. significant amount of solids.
D. failure of analysis.
E. hatches/valves unsealed.

Compliance: Driver will comply with all water department delivery procedures and have all required personal protection equipment.

Inspection: Prior to bidding the **first time** the prospective supplier shall have a representative make a site visit, including the delivery routes and the facility itself.

Safety: Information on the safe handling and use of the chemical must be supplied on the **first**
delivery in the form of MATERIAL SAFETY DATA SHEETS.

NO CHEMICAL SHALL BE UNLOADED UNLESS IN THE PRESENCE OF A REPRESENTATIVE OF THE APPROPRIATE WATER DEPARTMENT.

CHEMICAL MUST BE CERTIFIED TO NSF/ANSI-60.

Replacement: Materials or components that have been rejected by the individual Water Departments, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the Water Departments.

Removal: Any material or components rejected shall be removed within a reasonable time from the premises of the utility at the entire expense of the Contractor, after written notice has been mailed by the Water Departments to the Contractor that such materials or components have been rejected. All vendors are required to remove all expended cylinders, equipment and materials that are no longer in use once the contract period has expired.

Permits: The Contractor shall take out all permits and licenses necessary to carry out the work described in this contract. The Contractor will assume the cost of the permit.

Quantities: If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased as the needs of the Water Departments shall require.

DEPOSITS WILL NOT BE PAID on containers, pallets or any other shipping media

NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

LIQUID SODIUM HYDROXIDE

Manufacturer’s literature must be submitted with the bid.

Chemical Name: Sodium Hydroxide

Product Name: Caustic Soda – Liquid

DOT Proper Shipping Name: Sodium Hydroxide Solution

Physical Requirements: Liquid Sodium Hydroxide – a solution of dry sodium hydroxide in water.

Chemical Requirements: Liquid Sodium Hydroxide – Liquid sodium hydroxide supplied shall contain a minimum of 51% total alkalinity as sodium hydroxide (NaOH) and be a clear and colorless liquid with a specific gravity of between 1.521 – 1.534. It shall have an approximate density of 12.76 lbs/gal.
**General Impurities:** The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide. The Shipper will comply with the sodium hydroxide Water Chemicals Codex monograph. The following impurities shall not exist in Concentrations greater than outlined below.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Na₂O</td>
<td>0.395%</td>
</tr>
<tr>
<td>Na₃CO₂</td>
<td>0.1%</td>
</tr>
<tr>
<td>NaCl</td>
<td>0.6%</td>
</tr>
<tr>
<td>NaClO₃</td>
<td>0.07%</td>
</tr>
<tr>
<td>Na₂SO₄</td>
<td>250 ppm</td>
</tr>
<tr>
<td>Fe</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Cu</td>
<td>0.15 ppm</td>
</tr>
<tr>
<td>Ni</td>
<td>1.5 ppm</td>
</tr>
<tr>
<td>Hg</td>
<td>0.03 ppm</td>
</tr>
<tr>
<td>Heavy Metals (as Pb)</td>
<td>7 ppm</td>
</tr>
<tr>
<td>As</td>
<td>1 ppm</td>
</tr>
</tbody>
</table>

**NaOH** | 0.51%

**Sampling:** Sampling shall be taken by the purchaser at the point of destination. The purchaser retains the right of refusal, without penalty or additional cost, in the event the material being delivered does not meet ANSI/AWWA B501 standard for sodium hydroxide.

**Packaging and Shipping:** The product shall be shipped in properly cleaned tank trucks. Trucks or containers used in the shipping shall comply with U.S. Department of Transportation (DOT) specifications.

**Delivery Requirements:** Morning deliveries are preferred. Deliveries can only be accepted between the hours of 8:00am and 3:30pm Monday through Friday. No minimum load requirements will be allowed. Extreme care shall be taken when handling sodium hydroxide. Workers shall be given detailed instructions on how to avoid injury to themselves and others. Proper protective clothing, goggles, and face shields shall be provided. No incidental spilling or leakage will be allowed during the delivery procedure. All unloading procedures shall conform to Industry Safety Standards. Rate of unloading shall be determined in the field so as not to damage in any way the tanks, piping, valves, or related equipment. It is the supplier’s responsibility to provide 75’ of hose and adequate fittings to accommodate each delivery point. It shall also be the supplier’s responsibility for the product until it enters the facility. The supplier should satisfy themselves with all the delivery points within each Town. The supplier shall confirm each delivery with the purchaser 24 hours in advance of the delivery and all deliveries will be unloaded in the presence of the purchaser’s employees. Water Division personnel will remain with each truckload at all times.

**Markings:** Each shipment of material shall carry with it a detailed means of identification and other markings as required by applicable laws and regulations.

**Special Services:** The supplier shall have the means and equipment necessary to remove and redeliver the product from a treatment facility at reasonable rates if the purchaser requires the service.

**Safety Information:** Information on the safe handling and use of the chemical must be supplied with the first delivery in the form of Material Safety Data Sheets.
NO CHEMICAL SHALL BE UNLOADED EXCEPT IN THE PRESENCE OF A REPRESENTATIVE OF APPROPRIATE WATER DIVISION.

SPECIAL INSTRUCTIONS

ALL VENDORS SHOULD TAKE NOTICE OF THESE SPECIAL INSTRUCTIONS

BARNSTABLE FIRE DISTRICT
Contact Information:
Thomas Rooney, Superintendent
P. O. Box 546
1841 Phinney’s Lane
Barnstable, MA 02630
PH: (508) 362-6498 FAX: (508) 362-9616
BFDWaterSupt@comcast.net

KOH: 2 bulk tanks -3,000 – 4,000 gallons.
   Delivery Locations:
   223 Breed’s Hill Road
   1650 Route 132
   NOTE: Short cab only. No sleeper cabs. 1 - 2 stops each delivery

Sodium Hypochlorite – 12-15%
   64 – 5 gall carboys delivered 6 times per year on pallets
   Delivery location:
   1841 Phinney’s Lane
   Barnstable, MA

BREWSTER WATER DEPARTMENT
Contact Information:
Paul Anderson
165 Commerce Park Road
Brewster, MA  02631
PH: (508) 896-5454 FAX: (508) 896-4517
panderson@town.brewster.ma.us

KOH – Delivery locations:
   697 Run Hill Road -2000 Gall
   379 West Gate Rd – 1500 gallon tank

Sodium Hypochlorite – 1100/1500 Gall. Tank
   Delivery Requirements: Deliveries will be accepted between 9:00AM and 2:30 PM only.
   24 hour advance confirmation required.
   Delivery location: 697 Run Hill Road
   379 West Gate Road

Hydrated Lime – 600 lb. hopper
   Delivery Locations:
   #1 - 548 Freeman’s Way
   #2 - 813 Freeman’s Way
   Hydrated lime shall be shipped in 50lb. net weight multi wall paper bags. They shall be delivered on a pallet as follows: 2,000 lbs. to a pallet (40 bags, eight layers of five bags), stretch wrapped so
as to secure and protect the contents. The supplier shall be prepared to deliver the pallet to two locations within the water system area without additional expense to the purchaser. Delivery takes approximately two hours. No deliveries will be accepted after 2 P.M.

**BUZZARDS BAY WATER DISTRICT**
PO Box 243
Buzzards Bay, MA 02532

**Mailing Address:**
P. O. Box 243

**Contact Information:** Steve Souza
Phone: (508) 759-4631
Fax 508.759.1866
ssouza@bbwd.us

**KOH**
- 2 - 1,000 gall tanks and 2 – 1,500 gall tanks

**Delivery locations:**
- Sta #1, 3, 4 on Bournedale Road
- Sta #2 on Kettle Lane

**NOTE:** 2,500 short trailer required.

**CHATHAM PUBLIC WORKS WATER DIVISION**
221 Crowell Road
Chatham, MA 02633

**Contact Information:** Lynn Carr
Phone: (508) 237-7401
Fax: (508) 945-5152
carrl@wseinc.com

**Caustic Potash**—**Delivery locations:**
- Tank Size: 1500 gallons
- South Chatham Chemical Feed Building
- 2756 Main St., So. Chatham

- Tank size: 1,000 gallons
- Training Field Wells #5
- 128 Training Field Road, Chatham

- Tank Size; 1500 gallons
- Training Field Wells #8
- 128 Training Field Road, Chatham

- Tank Size: 1500 gallons
- Eben’s Way Well #7
- 65 Eben’s Way, Chatham

- Tank Size: 1500 gallons
- South Chatham Well #9
2756 Main St., So. Chatham

**Sodium Hypochlorite – 12 – 15%**
- Tank size: 250 gallons
- 2756 Main St., So. Chatham
  - 2 - 30 gallon barrels
  - 128 Training Field – Well #5
  - Bulk fill barrels individually

  - 2 - 30 gallon barrels
  - 128 Training Field – Well #8
  - Bulk fill barrels individually

  - 2 - 30 Gallon Barrels
  - 65 Eben’s Way, Chatham Well #7
  - Bulk fill barrels individually

  - 2 - 30 Gallon Barrels
  - 2756 Main St., So. Chatham Well #9
  - Bulk fill barrels individually

---

**TOWN OF CHATHAM SEWER DIVISION**
221 Crowell Road
Chatham, MA 02633
Contact Information: Richard V. Peter
Phone: (508) 237-9717
Fax: (508) 945-5152
peterr@wseinc.com

**Sodium Hydroxide, Liquid Solution: i.e. Sodium Hydroxide Liquid – 50%**
- 4,700 gall tank
- **Delivery Locations:**
  - 150 Middle Road (Delivery Entrance)
  - West Chatham, MA

**Sodium Hypochlorite – 12 – 15%**
- 4,700 gall tank
- **Delivery Locations:**
  - 150 Middle Road (Delivery Entrance)
  - West Chatham, MA

**Methanol Solution – 20%**
- 6,000 gall tank
- **Delivery Locations**
  - 150 Middle Road (Delivery Entrance)
  - West Chatham, MA

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**COMM WATER DISTRICT**
Contact Information:
Craig Crocker, Superintendent
KOH – 14 different locations in Barnstable
Tank sizes: 1,500 gall (10) and 3,000 gall (5)
NOTE: Rear discharge, two (2) lengths of hose, 3-6 stops each delivery
DELCIVERIES MUST BE BETWEEN 8AM and 10AM

DENNIS WATER DISTRICT
Contact Information:
David Larkowski, Superintendent
PO Box 2000
80 Old Bass River Road
South Dennis, MA 02660
PH: (508) 398-3351 FAX: (508) 398-6799
Cell 508.962.0811
dlarkowski@denniswater.org

KOH – 14 bulk tanks – 3,000 gall.
NOTE: Rear discharge, 3 lengths of hose, 3 – 4 stops per delivery

Sodium Hypochlorite: aka: Chlorine Bleach approved for Drinking Water Supplies which meets the
latest version of ANSI/WWA B300 Standards
All deliveries in 55 gall drums to offices at 80 Old Bass River Rd.

HARWICH WATER DEPARTMENT
Contact Information:
Neil Salzillo
196 Chatham Road
Harwich, MA 02645
PH: (774) 836-5373 Fax: (339) 502-2490
nsalzillo@harwichwater.com
Caustic Potash (Potassium Hydroxide – KOH) 45% Solution
Tank Size: 3 – 2900 Gallons (estimated usage) approximately 15,472 lbs per delivery
2 – 1500 gallons – Approximately 6 per year
Delivery Locations:
T-1 196 Chatham Rd.
85 Depot Road
161 Bay Road
139 Northwest Gate Rd.
205 Pleasant Bay Road

MASHPEE WATER DISTRICT
Contact Information:
Andy Marks
79 Industrial Drive
Mashpee, MA 02649
PH: (508) 477-6767
FAX: (508) 539-0382
andy.marks@verizon.net

KOH – Tank size: 1,500 – 3,000 gallons.
   Delivery locations:
   Pumping stations 2 through 8

ORLEANS WATER DEPARTMENT
Contact Information:
Susan Brown, Asst. Water Superintendent
19 School Rd.
Orleans, MA 02653
PH: (508) 255-1200
FAX: (508) 240-3702
sbrown@town.orleans.ma.us

KOH - Delivery Locations:
   292 Route 28
   70 Quanset Rd.
   350 Route 28
   Tank size – 1500 gall. – 3,000 gallons.

Sodium Hypochlorite – 12 –15%
   Delivery locations:
   350 Route 28 (bulk only)
   292 Route 28
   70 Quanset Rd. (carboys)
   Tank Size: 1500 gall bulk and 15 gal carboys
   ***Orleans will require 15 gal carboys as well as bulk delivery

Citric Acid (50%) Food Grade
   Delivery locations
   350 Route 28 (South Orleans Road) One stop only. Truck with lift-gate will be required for
   unloading. Mon – Fri,
   7:30 am – 2:30 pm
   Tank Size: 55 gall drums – 4 drums per quarter

PROVINCETOWN WATER DEPARTMENT
Contact Information:
Cody Salisbury, Water Superintendent
260 Commercial Street
Provincetown, MA 02657
Phone: (508) 487-7060
Fax: (508) 487-4675
Email: csalisbury@provincetown-ma.gov

KOH – Delivery Locations
   Knowles Crossing Treatment Plant,
   143 Shore Rd., No. Truro
   Tank Size: 1400 gallon
South Hollow Treatment Plant Facility
11 South Hollow Rd., No. Truro
Tank Size: 1400 gallon

**Sodium Hypochlorite** – Delivery Locations
Knowles Crossing Treatment Plant
525 Gallon Tank

South Hollow Treatment Plant
15 gallon carboy delivery

**Citric Acid**
Delivery locations
Knowles Crossing Treatment Plant
15 gallon carboy delivery only

---

**YARMOUTH WATER DEPARTMENT**

**Contact Information:**
Gary Damiecki, Assistant Superintendent
99 Buck Island Road
West Yarmouth, MA 02673
PH: (508) – 771-7921
gdamiecki@yarmouth.ma.us

**Delivery must be between 7:00AM and 11:00 AM**

**KOH:** 17 locations
- Tank size: 1,500 – 3,000 gallons.
- NOTE: More than 1 stop each delivery.

**Sodium Hypochlorite – 12%**
- One location
- 5 gallon carboys
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I,
to the best of my knowledge and belief, have complied with all laws of the Commonwealth
of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted
in good faith and without collusion or fraud with any other person. As used in this
certificate, the word "person" shall mean any natural person, business, partnership,
corporation, union, committee, club or other legal organization, entity or group of
individuals.

Company:  

NBC DISTRIBUTORS

Address:  

145 ALDEN ROAD

FAIRHAVEN, MA 02719

Signature of Individual Signing  

ROBERT QUINTIL

Bid, or Corporate Officer:  

ROBERT QUINTIL

Telephone Number:  

508-996-1260

Social Security Number  

352196520

Or Federal Identification Number:  

Date:  

MAY 03, 2017

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B.
The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the individual Towns, to complete all Work as specified or indicated in the "INVITATION TO BID:
Barnstable County is seeking sealed bids on behalf of the listed water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Caustic Soda (Sodium Hydroxide Liquid), and Sodium Hypochlorite for the period of July 1, 2017 through June 30, 2018.

### CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution

<table>
<thead>
<tr>
<th>WATER DEPARTMENT</th>
<th>ESTIMATED USAGE – LBS.</th>
<th>BID PRICE PER LB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnstable Fire District</td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>Brewster Water Department</td>
<td>74,000</td>
<td></td>
</tr>
<tr>
<td>Buzzards Bay Water District</td>
<td>125,000</td>
<td></td>
</tr>
<tr>
<td>Chatham Public Works Water Division</td>
<td>284,100</td>
<td></td>
</tr>
<tr>
<td>COMM Water District</td>
<td>800,000</td>
<td>NO BID</td>
</tr>
<tr>
<td>Dennis Water District</td>
<td>750,000</td>
<td></td>
</tr>
<tr>
<td>Harwich</td>
<td>92,832</td>
<td></td>
</tr>
<tr>
<td>Mashpee Water District</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Orleans Water District</td>
<td>119,090</td>
<td></td>
</tr>
<tr>
<td>Provincetown Water Department</td>
<td>66,000</td>
<td></td>
</tr>
<tr>
<td>Yarmouth Water Department</td>
<td>700,000</td>
<td></td>
</tr>
</tbody>
</table>

### SODIUM HYPOCHLORITE – 12 – 15%

<table>
<thead>
<tr>
<th>WATER DEPARTMENT</th>
<th>ESTIMATED USAGE – GALL.</th>
<th>BID PRICE PER GALL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chatham DPW Sewer Division</td>
<td>4,000</td>
<td>$3.81</td>
</tr>
<tr>
<td>Chatham DPW Water Division</td>
<td>3,500</td>
<td>$4.25</td>
</tr>
<tr>
<td>Barnstable Fire District</td>
<td>2,200</td>
<td>$1.96</td>
</tr>
<tr>
<td>Brewster Water Dept.</td>
<td>5,000</td>
<td>$2.67</td>
</tr>
<tr>
<td>Dennis Water District</td>
<td>4,000</td>
<td>$2.27-Bulk</td>
</tr>
<tr>
<td>Orleans Water Department</td>
<td>4,000</td>
<td>$4.35</td>
</tr>
<tr>
<td>Provincetown Water Department</td>
<td>2,100</td>
<td></td>
</tr>
<tr>
<td>Yarmouth Water Department</td>
<td>500</td>
<td></td>
</tr>
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</table>

**Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%**

<table>
<thead>
<tr>
<th>WATER DEPARTMENT</th>
<th>ESTIMATED USAGE – (GALL)</th>
<th>BID PRICE PER GALL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chatham DPW Sewer Division</td>
<td>10,000</td>
<td>NO BID</td>
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### HYDRATED LIME

<table>
<thead>
<tr>
<th>WATER DEPARTMENT</th>
<th>ESTIMATED USAGE - LBS</th>
<th>BID PRICE PER LB</th>
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<tr>
<td>Brewster Water Dept.</td>
<td>60,000</td>
<td>$0.2796</td>
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### CITRIC ACID – 50% Food Grade

<table>
<thead>
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<th>ESTIMATED USAGE - GALL</th>
<th>BID PRICE PER GALL</th>
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<tbody>
<tr>
<td>Orleans Water Department</td>
<td>880</td>
<td>NO BID</td>
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<tr>
<td>Provincetown Water Department</td>
<td>2,500</td>
<td>NO BID</td>
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</table>

### METHANOL SOLUTION – 20%

<table>
<thead>
<tr>
<th>WATER DEPARTMENT</th>
<th>ESTIMATED USAGE</th>
<th>BID PRICE PER GALL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Chatham DPW Sewer Division</td>
<td>20,000 gallons</td>
<td>NO BID</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of the County and other Political Subdivisions for On-Call Tradespersons for Electrical and Plumbing Repair. We received one bid for Plumbing from Robert W. Irvine & Sons, Inc. for plumbing and no bids for electrical repair.

Please vote to award the contract for On Call Plumbing to Robert W. Irvine & Sons as the responsive, responsible bidder for the Towns of Eastham, Sandwich Schools and the Barnstable County Americorps as highlighted on the attached spreadsheet. The Town of Barnstable has chosen not to accept the bid.

Thank you.

County Commissioners:

[Signatures]

Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Robert W. Irvine & Sons Inc.
147 Blossom Street
Lynn, MA 01902

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

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

WHEREAS: Barnstable County issued an Invitation for Bids for Barnstable County and other Political Subdivisions for on call tradespersons for maintenance and repair in the following trades: Plumbing and Electric.

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

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

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

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

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County’s Invitation for Bids dated April 26, 2017 and the Contractor’s proposal dated May 18, 2017 incorporated herein by reference as Exhibit A. This contract covers the Barnstable County Americorps locations only.

3. Time of Performance. Work in connection with the Agreement shall begin July 1, 2017 and continue until June 30, 2017, with the option to renew for one additional year at the sole discretion of the County Commissioners.

4. Payment. The County shall compensate the Contractor for services provided in the Scope of Services for the Barnstable County Americorps locations only as follows:

   Hourly Rate: $106.00
   After Hours and Weekend: 138.00
   Material Cost Plus: 15%

Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice
is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 2nd
day of in the year two thousand and Seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

__________________________
Ron Beaty

__________________________
Leo Cakounes

__________________________
Mary Pat Flynn

__________________________
Date

FOR THE CONTRACTOR:

__________________________
Joseph Moleti, Vice President
June 2, 2017
Date
COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF DENNIS

THIS AGREEMENT, made and entered into this 30th day of May, 2017 by and between the County of Barnstable, hereinafter called the “County,” and the Town of Dennis, 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 for Sesuit Harbor in accordance with the specifications, drawings, and plans (Attachment I) up to a maximum contract amount of $165,000.00. This is based on removing approximately 18,333 cubic yards of material at $9.00 per cubic yard and no charge for
mobilization/demobilization costs. 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 $9.00 per cubic yard for standard dredge material. 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 the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County’s performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

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 DENNIS 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 Town with respect to the Town’s performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF DENNIS AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Dennis 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, and the mobilization and demobilization costs. The cost per cubic yard is $9.00 for standard dredge material. 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

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Dennis from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County’s liability under the Massachusetts Tort Claims Act or under other provisions of this
Agreement.

To the extent permitted by law, the Town of Dennis agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Dennis or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions 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 30th day of May, 2017.

BARNSTABLE COUNTY COMMISSIONERS:

Leo G. Cakounes

Mary Pat Flynn

Ronald Beaty

TOWN OF DENNIS:

[Signature]

[Date]

June 1, 2016
Richard White  
Town Administrator  
P.O. Box 2060  
485 Main Street  
South Dennis, MA 02660

Re: Dredge Agreement, Sesuit Harbor

Dear Mr. White:

Attached for your signature is the Agreement for Dredging Services between Barnstable County and the Town of Dennis for Sesuit Harbor. Comments made by your Town Counsel in September of 1996 have been incorporated into the Agreement. Please review and sign the two Agreements and return them to the county for the County Commissioners to sign. Once both originals have been signed, one Agreement will be returned to the town.

I have been coordinating the operational aspects of the project with your staff. If you have any questions on the Agreement or the status of the project, please do not hesitate to call me at (508) 375-6634.

Sincerely,

Wayne Jaedtke  
County Dredge Superintendent
COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF HARWICH

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 Harwich, 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 for Allen Harbor Channel and Saquatucket Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of $144,000.00. This is based on removing approximately 16,000 cubic yards of material at $9.00 per cubic yard
and no charge for mobilization/demobilization costs. 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 $9.00 per cubic yard for standard dredge material. 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 the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County’s performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

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 HARWICH 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 Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARBICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Harwich 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, and the mobilization and demobilization costs. The cost per cubic yard is $9.00 for standard dredge material. 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 0.0333%. 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

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County’s
liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Harwich or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions 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

TOWN OF HARWICH:

______________________________
Date

______________________________
Date
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Bid Renewal

The County issued an Invitation for Bids for the supply and Delivery of Office Supplies in April 2017. The contract was awarded to WB Mason as the responsive, responsible bidder offering the lowest prices. The term of the contract was from July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods.

Pricing on the Market Basket list of items defined in the bid was negotiated to meet lower prices that are on state contract. Please vote to renew the contract with WB Mason for one additional year with the lower market basket pricing as shown on the attached spreadsheet and the continued discount of 58.15% off the price listed in the WB Mason Catalogue. The term of the renewal will be July 1, 2017 through June 30, 2018.

Thank you.

County Commissioners:

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

Date
## UPDATED MARKET BASKET PRICING 2017

<table>
<thead>
<tr>
<th>COUNTY CODE</th>
<th>DESCRIPTION</th>
<th>PACKING</th>
<th>Item Number</th>
<th>County Price</th>
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<td>Batteries, AAA, Alkaline</td>
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<td>OS-BI10A</td>
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<td>EACH</td>
<td>AVE03301(Black)</td>
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<tr>
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<td>OS-BI4A</td>
<td>Binders, 1&quot; Capacity Round Ring, View, Inside Pockets</td>
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<td>OS-BI14B</td>
<td>Binders, 1&quot; Capacity Round Ring, View, Inside Pockets</td>
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<td>OS-BI17B</td>
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<td>OS-BI18A</td>
<td>Indexes, Binder, Big Tab 5-Clear Tab, Buff Sheets w/blank tab inserts, 3 hole punched, 11 x 8.5</td>
<td>BOX/24</td>
<td>UNV20840 CLEAR</td>
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<td><strong>Calendars</strong></td>
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<td>OS-CA10</td>
<td>Calendar Desk, Refill only to go with Desk Base</td>
<td>EACH</td>
<td>AAGE71750</td>
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<td>OS-CA11</td>
<td>Calendar 19 x 24 Desk Pad</td>
<td>EACH</td>
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<td>OS-CA12</td>
<td>Calendar, Desk Pad, 22 x 17, one month per page, ruled blocks and lined notes, full year calendar reference</td>
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<td>OS-CA13</td>
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<td>OS-CA14</td>
<td>Calendar, Three Month Wall Calendar, 15 1/2 X 22 3/4</td>
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<tr>
<td>OS-CA15</td>
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<td>OS-CA16</td>
<td>Monthly Planner, 7 7/8 X 11 7/8, Black</td>
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<td>OS-CA17</td>
<td>Daily Reminder, Standard Diary, Red, 8 x 7/12, one day per page</td>
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<td>AAGSD38713</td>
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<td>OS-CL15</td>
<td>Binder Clips 2&quot; width, 1&quot; capacity</td>
<td>BOX/12</td>
<td>UNV10220</td>
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<td><strong>Correction Supplies</strong></td>
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<td>OS-MI10</td>
<td>Correction Tape, Easy dispensing, Covers one line at a time, 1/6&quot; X 400&quot;</td>
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<td>BICWOTAPP11</td>
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<td>Correction Fluid, water based, low odor, foam applicator, 7 oz.</td>
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<td>BICWOFWB12WE</td>
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<td>Calculator, Desktop, antimicrobial, 10 digit, solar power with battery backup</td>
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<td><strong>Data Storage</strong></td>
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<td>OS-DS10</td>
<td>Portable USB Flashdrive, Compatible with Mac and Windows, 2GB</td>
<td>EACH</td>
<td>IVR37600</td>
<td>$7.18</td>
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</table>
# UPDATED MARKET BASKET PRICING 2017

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<tr>
<th>Code</th>
<th>Description</th>
<th>Unit</th>
<th>Code</th>
<th>Item Number</th>
<th>Price</th>
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<td>ENVELOPES</td>
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<td>Envelopes - #10, PLAIN</td>
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<td>FILE CABINETS</td>
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<td>OS-FC10</td>
<td>File Cabinet 26 1/2&quot; full suspension W/LOCK 2-Drawer, Letter INDICATE COLOR</td>
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<td>HON312PP (Black)</td>
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<td>HON314CPQ (Gray)</td>
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<td>OS-FC14</td>
<td>File Cabinet Lateral, 36&quot; WIDE, 2-Drawer, 19&quot; D INDICATE COLOR</td>
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<tr>
<td>OS-FO12A</td>
<td>Folders, Hanging Letter, 1/5 cut</td>
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<td>UNV14116 (Blue)</td>
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<td>UNV14117 (Bright Green)</td>
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<td>UNV14118 (Red)</td>
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<td>UNV14119 (Yellow)</td>
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<td>OS-FO12E</td>
<td>Folders, Hanging Letter, 1/5 cut</td>
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<td>UNV14120 (Violet)</td>
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<td>UNV14141 (Green)</td>
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<td>BOX/25</td>
<td>UNV14142 (Green)</td>
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<td>OS-FO16</td>
<td>Folders, Pocket Letter Size, Colors</td>
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<td>SMD75425 (Assorted)</td>
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**MAILING LABELS**

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<th>Code/Color</th>
<th>Price</th>
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<td>OS-ML10</td>
<td>Mailing Labels, White, Easy Peel, Laser printer, 2 5/8 x 1&quot;</td>
<td>BOX/750</td>
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<td>OS-ML11</td>
<td>Mailing Labels, White 2&quot; X 4&quot;</td>
<td>PK/250</td>
<td>AVE30583</td>
<td>$6.46</td>
</tr>
<tr>
<td>OS-ML12</td>
<td>Mailing Labels, 1 X 4, White</td>
<td>Box 2000</td>
<td>UNV60104</td>
<td>$13.44</td>
</tr>
<tr>
<td>OS-ML13</td>
<td>Printable Mailing Seals, 1&quot; diameter, white</td>
<td>PK/600</td>
<td>AVE05247</td>
<td>$3.88</td>
</tr>
</tbody>
</table>

**FILE FOLDER LABELS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Unit</th>
<th>Code/Color</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-FL10</td>
<td>File Folder labels, Print or Write, White, 11/15 X 3 7/16</td>
<td>252/pk</td>
<td>AVE05202</td>
<td>$2.22</td>
</tr>
<tr>
<td>OS-FL12</td>
<td>FILE Folder Labels, extra Large, 1/3 cut 15/16 x 3 7/16, white</td>
<td>450/pk</td>
<td>AVE5027</td>
<td>$11.30</td>
</tr>
</tbody>
</table>

**LAMINATING LABELS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Unit</th>
<th>Code/Color</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-LL10</td>
<td>Adhesive laminating labels (for P-touch), black on white, photo safe tape cartridge, 1/2&quot;</td>
<td>EACH</td>
<td>BRTTZE231</td>
<td>$8.74</td>
</tr>
<tr>
<td>OS-LL11</td>
<td>Adhesive laminating labels (for P-touch), black on white, adhesive laminating tape, 1 1/2&quot;</td>
<td>EACH</td>
<td>BRTTZE261</td>
<td>$13.57</td>
</tr>
<tr>
<td>OS-LL12</td>
<td>Adhesive laminating labels (for P-touch), black on white, adhesive laminating cartridge, 1&quot;</td>
<td>EACH</td>
<td>BRTTZE251</td>
<td>$11.73</td>
</tr>
<tr>
<td>OS-LL13</td>
<td>Adhesive laminating labels (for P-touch) s, black on white, adhesive laminating cartridge, 3/4&quot;</td>
<td>EACH</td>
<td>BRTTZE241</td>
<td>$10.12</td>
</tr>
</tbody>
</table>

**RUBBER BANDS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<th>Code/Color</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-RB10</td>
<td>Rubber Bands, 7 X 1/8 Red</td>
<td>PK/12</td>
<td>ALL00700</td>
<td>$0.59</td>
</tr>
<tr>
<td>OS-RB11</td>
<td>Rubber Band Ball, minimum 260 bands, assorted</td>
<td>ACC72155</td>
<td></td>
<td>$3.38</td>
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**RULER**

<table>
<thead>
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<th>Description</th>
<th>Unit</th>
<th>Code/Color</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-RU10</td>
<td>Ruler, 12&quot; plastic</td>
<td>EACH</td>
<td>ACM12975</td>
<td>$0.54</td>
</tr>
<tr>
<td>OS-RU11</td>
<td>Ruler, 12&quot; wood with single metal edge</td>
<td>EACH</td>
<td>ACM05011</td>
<td>$0.61</td>
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</table>

**SCISSORS**

<table>
<thead>
<tr>
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<th>Code/Color</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-M14</td>
<td>Scissors, 8&quot; long, stainless steel, left or right handed use</td>
<td>EACH</td>
<td>ACM10703</td>
<td>$0.68</td>
</tr>
</tbody>
</table>

**SIGN HERE FLAGS**

<table>
<thead>
<tr>
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<th>Description</th>
<th>Unit</th>
<th>Code/Color</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-M15</td>
<td>Sign Here Flags, 1 X 1 3/4&quot;</td>
<td>PK/50</td>
<td>MMM684SH</td>
<td>$2.37</td>
</tr>
<tr>
<td>ADHESIVES</td>
<td>Description</td>
<td>Unit</td>
<td>Code</td>
<td>Price</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>OS-MI16</td>
<td>Glue Stick, Clear Application, Certified Nontoxic; 26 oz.</td>
<td>EACH</td>
<td>AVE00166</td>
<td>$0.40</td>
</tr>
<tr>
<td>OS-MI17</td>
<td>Envelope Moistener with Adhesive, Non-clogging patented spring-valve applicant, min 50mL.</td>
<td>EACH</td>
<td>QUA46065</td>
<td>$0.75</td>
</tr>
<tr>
<td>MARKERS/PENS/PENCILS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OS-MA10</td>
<td>Highlighter, chisel tip, quick, non-drying ink</td>
<td>DOZEN</td>
<td>SAN-25005(Yellow)</td>
<td>$3.42</td>
</tr>
<tr>
<td>OS-MA10A</td>
<td>Highlighter, chisel tip, quick, non-drying ink</td>
<td>DOZEN</td>
<td>SAN-25025 (Fluorescent Yellow)</td>
<td>$3.42</td>
</tr>
<tr>
<td>OS-MA11B</td>
<td>Dry Erase Markers, chisel tip, assorted colors</td>
<td>PK/4</td>
<td>UNV43650</td>
<td>$2.82</td>
</tr>
<tr>
<td>OS-MA12A</td>
<td>Markers, Permanent, Ultra-fine tip</td>
<td>DOZEN</td>
<td>SAN37001 (Black)</td>
<td>$5.28</td>
</tr>
<tr>
<td>OS-MA12B</td>
<td>Markers, Permanent, Ultra-fine tip</td>
<td>DOZEN</td>
<td>SAN37002 (Red)</td>
<td>$7.08</td>
</tr>
<tr>
<td>OS-MA12C</td>
<td>Markers, Permanent, Ultra-fine tip</td>
<td>DOZEN</td>
<td>SAN37003 (Blue)</td>
<td>$7.08</td>
</tr>
<tr>
<td>OS-MA13A</td>
<td>Markers, Permanent, Bullet tip</td>
<td>DOZEN</td>
<td>SAN1794229 (Black)</td>
<td>$10.05</td>
</tr>
<tr>
<td>OS-MA13B</td>
<td>Markers, Permanent, Bullet tip</td>
<td>DOZEN</td>
<td>SAN1794230 (Red)</td>
<td>$10.05</td>
</tr>
<tr>
<td>OS-MA13C</td>
<td>Markers, Permanent, Bullet tip</td>
<td>DOZEN</td>
<td>SAN1794271 (Blue)</td>
<td>$10.05</td>
</tr>
<tr>
<td>OS-PE10A</td>
<td>Pens, Stick Ball Pens, Medium Pt., mm Clear Barrel</td>
<td>BOX/12</td>
<td>UNV15530 (Black)</td>
<td>$3.88</td>
</tr>
<tr>
<td>OS-PE10B</td>
<td>Pens, Stick Ball Pens, Medium Pt., mm Clear Barrel</td>
<td>BOX/12</td>
<td>UNV15531 (Blue)</td>
<td>$3.88</td>
</tr>
<tr>
<td>OS-PE10C</td>
<td>Pens, Stick Ball Pens, Medium Pt., mm Clear Barrel</td>
<td>BOX/12</td>
<td>UNV15532 (Red)</td>
<td>$3.88</td>
</tr>
<tr>
<td>OS-PE11A</td>
<td>Pens, Round Stick, Fine Pt., 0.8mm</td>
<td>BOX/12</td>
<td>PAP3381131 (Black)</td>
<td>$1.94</td>
</tr>
<tr>
<td>OS-PE11B</td>
<td>Pens, Round Stick, Fine Pt., 0.8mm</td>
<td>BOX/12</td>
<td>PAP3361131 (Blue)</td>
<td>$1.94</td>
</tr>
<tr>
<td>OS-PE11C</td>
<td>Pens, Round Stick, Fine Pt., 0.8mm</td>
<td>BOX/12</td>
<td>PAP3371131 (Red)</td>
<td>$1.94</td>
</tr>
<tr>
<td>OS-PE12A</td>
<td>Pens, Flexigrip, Fine Pt. 0.8mm</td>
<td>BOX/12</td>
<td>PAP9680131 (Black)</td>
<td>$8.88</td>
</tr>
<tr>
<td>OS-PE12B</td>
<td>Pens, Flexigrip, Fine Pt. 0.8mm</td>
<td>BOX/12</td>
<td>PAP9660131 (Blue)</td>
<td>$8.88</td>
</tr>
<tr>
<td>OS-PE12C</td>
<td>Pens, Flexigrip, Fine Pt. 0.8mm</td>
<td>BOX/12</td>
<td>PAP9670131 (Red)</td>
<td>$8.88</td>
</tr>
<tr>
<td>OS-PE13A</td>
<td>Pens, Flexigrip, Medium Pt., 1.0mm</td>
<td>BOX/12</td>
<td>PAP9630131 (Black)</td>
<td>$5.71</td>
</tr>
<tr>
<td>OS-PE13B</td>
<td>Pens, Flexigrip, Medium Pt., 1.0mm</td>
<td>BOX/12</td>
<td>PAP9610131 (Blue)</td>
<td>$8.88</td>
</tr>
<tr>
<td>OS-PE13C</td>
<td>Pens, Flexigrip, Medium Pt., 1.0mm</td>
<td>BOX/12</td>
<td>PAP9620131 (Red)</td>
<td>$8.88</td>
</tr>
<tr>
<td>OS-PE14</td>
<td>Pen, gel, 7mm</td>
<td>BOX/12</td>
<td>ZEB42510 (Black)</td>
<td>$4.46</td>
</tr>
<tr>
<td>OS-PE14</td>
<td>Pen, gel, 7mm</td>
<td>BOX/12</td>
<td>ZEB42520 (Blue)</td>
<td>$4.46</td>
</tr>
<tr>
<td>OS-PE15</td>
<td>Pen, gel, 7mm</td>
<td>BOX/12</td>
<td>UNV39317 (Black)</td>
<td>$8.26</td>
</tr>
</tbody>
</table>
| Item Code | Description                                      | Unit | Color             | Price  
|-----------|--------------------------------------------------|------|-------------------|--------
| OS-PE15   | Pen, gel, 5 mm                                   | BOX/12 | UNV39318 (Blue) | $8.26  
|           |                                                  |      | UNV39319 (Red)   | $8.26  
|           |                                                  |      | UNV39322 (Purple)| $8.26  
| OS-PE16A  | Pen, gel, 1mm                                    | BOX/12 | ZEB46610 (Black) | $8.23  
| OS-PE16B  | Pen, gel, 1mm                                    | BOX/12 | ZEB46620 (Blue)  | $8.23  
| OS-PE16C  | Pen, gel, 1mm                                    | BOX/12 | ZEB46630 (Red)   | $8.23  
| OS-PE17   | Pencils, #2                                      | BOX/12 | DIX14402          | $0.89  

**PAPER**

| Item Code | Description                                      | Unit | Code     | Price  
|-----------|--------------------------------------------------|------|----------|--------
| OS-PA10   | Paper, Xerographic, Copier 8 1/2 x 11 TIDAL MP   | CS/10| HAM162008| $31.51  
|           |                                                  |      | 20 lb., 84 BRIGHTNESS |        
| OS-PA11   | Paper, Xerographic, Copier 8 1/2 x 11 - RECYCLED | CS/10| HAM86700 | $37.40  
|           | MULTIUSE 20 GREAT WHITE                            |      | 20 lb., 92 BRIGHTNESS |        
| OS-PA12   | Paper, Xerographic, Copier 8 1/2 x 14 TIDAL MP, 20 lb, 92 BRIGHTNESS | REAM | HAM162016 | $4.88  
|           |                                                  |      | 20 lb., 92 BRIGHTNESS |        
| OS-PA13   | Paper, Xerographic, Copier 8 1/2 x 14 - RECYCLED | REAM | HAM86704 | $5.18   
|           | MULTIUSE 20 GREAT WHITE, 20 lb., 92 BRIGHTNESS  |      |          |        
| OS-PA14   | Easel pads, 27 X 34, minimum 40 sheets per pad   | PK/2 | TOP79062 | $23.95  
| OS-PA15   | Paper Pads, lined, letter size, minimum 40 sheets per pad | PK/12 | TOP20172 | $13.98  
| OS-PA16   | Wirebound Pocket Memo Book, 3 X 5, minimum 50 sheets per pack | EACH | TOP25093 | $0.92   
| OS-PA17A  | Steno Pads, Gregg Ruling, 80 sheets              | EACH | UNV86920 (Green) | $0.79   
| OS-PA17B  | Steno Pads, Gregg Ruling, 80 sheets              | EACH | UNV96920 (White) | $1.11   
| OS-PA18   | Composition Book, Hard cover, center sewn sheets, light blue ruling, margin, min 100 pages, Wide ruled | EACH | MEA09910 | $0.96   
| OS-PA19   | Composition Book, Hard cover, center sewn sheets, light blue ruling, margin, min 100 pages, College ruled | EACH | PACMMK37101 | $1.25   
| OS-PA20   | Filler Paper, 11 X 8.5, three hole punched, lightly ruled, red margin, white, College ruled, Recycled | PK/150 | PAC3202 | $1.17   
| OS-PA21   | Filler Paper, 11 X 8.5, three hole punched, lightly ruled, red margin, white, Wide ruled, Recycled | PK/150 | PAC3203 | $1.11   
| OS-PA22A  | Poster Board, 22 X 28, Smooth finish on both sides | BOX/25 | PAC101459 (White) | $7.02   
| OS-PA22B  | Poster Board, 22 X 28, Smooth finish on both sides | BOX/25 | PAC54811 (Black) | $7.02   

**UPATED MARKET BASKET PRICING 2017**
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Unit</th>
<th>Part No.</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-PA22C</td>
<td>Poster Board 22 X 28 Smooth finish on both sides</td>
<td>BOX/25</td>
<td>PAC54841 (Light Blue)</td>
<td>$7.02</td>
</tr>
<tr>
<td>OS-PA22D</td>
<td>Poster Board 22 X 28 Smooth finish on both sides</td>
<td>BOX/25</td>
<td>PAC54871 (Assorted)</td>
<td>$7.02</td>
</tr>
</tbody>
</table>

**POST IT NOTES**

<table>
<thead>
<tr>
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<th>Description</th>
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<th>Part No.</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-PO10</td>
<td>Post-it-Notes 3 X 3; Yellow; Plain</td>
<td>PK/12</td>
<td>MMM6549YW</td>
<td>$2.68</td>
</tr>
<tr>
<td>OS-PO11</td>
<td>Post-it Notes, 1 1/2 X 2, plain, yellow</td>
<td>PK/24</td>
<td>MMM65324VADB</td>
<td>$7.34</td>
</tr>
<tr>
<td>OS-PO12</td>
<td>Post-it Notes, 1 7/8 X 1 7/8, plain, yellow</td>
<td>PK/100</td>
<td>MMM62210SSCY</td>
<td>$4.26</td>
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</tbody>
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**REPORT COVERS**

<table>
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<tr>
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<th>Description</th>
<th>Unit</th>
<th>Part No.</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-RC10A</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012500 (Asst’d)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC10B</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012501 (White)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC10C</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012505 (Black)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC10D</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012520 (Light Blue)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC10E</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012523 (Dark Blue)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC10F</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012550 (Burgundy)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC10G</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012558 (Red)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC10H</td>
<td>Report Covers, 2-Pocket Style</td>
<td>BOX/25</td>
<td>WBM5012560 (Green)</td>
<td>$6.79</td>
</tr>
<tr>
<td>OS-RC11A</td>
<td>Report covers, Prong clip, letter 3&quot; capacity</td>
<td>EACH</td>
<td>UNV80571 (Black)</td>
<td>$1.20</td>
</tr>
<tr>
<td>OS-RC11B</td>
<td>Report covers, Prong clip, letter 3&quot; capacity</td>
<td>EACH</td>
<td>UNV80573 (Dark Blue)</td>
<td>$1.20</td>
</tr>
<tr>
<td>OS-RC11C</td>
<td>Report covers, Prong clip, letter 3&quot; capacity</td>
<td>EACH</td>
<td>UNV80579 (Red)</td>
<td>$1.20</td>
</tr>
<tr>
<td>OS-RC11D</td>
<td>Report covers, Prong clip, letter 3&quot; capacity</td>
<td>EACH</td>
<td>UNV80572 (Light Blue)</td>
<td>$1.20</td>
</tr>
</tbody>
</table>

**SHEET PROTECTORS**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Unit</th>
<th>Part No.</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-SP10</td>
<td>Sheet Protectors, 3 hole punched, letter size, top loading</td>
<td>BOX/50</td>
<td>UNV21124</td>
<td>$3.81</td>
</tr>
<tr>
<td>OS-SP11</td>
<td>Sheet Protectors, 3 hole punched, letter size, side loading</td>
<td>BOX/50</td>
<td>CLI62313</td>
<td>$5.52</td>
</tr>
</tbody>
</table>

**TAPE**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Unit</th>
<th>Part No.</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-TA10</td>
<td>Tape with refillable dispenser, 3/4&quot; x 300', clear, 1&quot; core, clear</td>
<td>PER ROLL</td>
<td>MMM105</td>
<td>$0.87</td>
</tr>
<tr>
<td>OS-TA11</td>
<td>Tape, 3/4&quot; x 1000' minimum, clear, 1&quot; core</td>
<td>PER ROLL</td>
<td>MMM80101K</td>
<td>$1.60</td>
</tr>
<tr>
<td>OS-TA12</td>
<td>Packing Tape with refillable dispenser, 1/8&quot; X minimum 54.6 yards, 3&quot; core</td>
<td>EACH</td>
<td>DUC1259457</td>
<td>$3.37</td>
</tr>
<tr>
<td>OS-TA13</td>
<td>Packing Tape, refill rolls, 1.88&quot; x minimum 54.6 yards, clear, 3&quot; core</td>
<td>Each</td>
<td>UNV61000</td>
<td>$2.25</td>
</tr>
</tbody>
</table>

**MISCELLANEOUS OFFICE SUPPLIES**
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Unit</th>
<th>Number</th>
<th>Code</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS-MI18</td>
<td>Mouse Pad, non-skid, antimicrobial, 9X8</td>
<td>Each</td>
<td></td>
<td>MMMMW309LE</td>
<td>$9.92</td>
</tr>
<tr>
<td>OS-MI19</td>
<td>Window Cleaner, trigger spray, 32 oz.</td>
<td>EACH</td>
<td></td>
<td>ZPEZU112032</td>
<td>$3.09</td>
</tr>
<tr>
<td>OS-MI20</td>
<td>Disinfectant Wipes, 75 count</td>
<td>CARTON/6</td>
<td></td>
<td>CLO15949CT</td>
<td>$23.86</td>
</tr>
<tr>
<td>OS-MI21</td>
<td>Dishwashing Liquid, 38 oz bottle</td>
<td>EACH</td>
<td></td>
<td>DVO95729811EA</td>
<td>$3.99</td>
</tr>
<tr>
<td>OS-MI22</td>
<td>Hand Soap, antibacterial, moisturizing, 7.5 oz pump bottle</td>
<td>EACH</td>
<td></td>
<td>CPC26245</td>
<td>$2.55</td>
</tr>
<tr>
<td>OS-MI23</td>
<td>Paper Towels, Ply. Single Roll, White</td>
<td>EACH</td>
<td>Two</td>
<td>WNS122085RL</td>
<td>$0.72</td>
</tr>
<tr>
<td>OS-MI24</td>
<td>Facial Tissue, 2 ply, white 100 sheets per box</td>
<td>BOX</td>
<td></td>
<td>KCC21606BX</td>
<td>$2.75</td>
</tr>
<tr>
<td>OS-MI25</td>
<td>Sanitizing Hand Wipes, minimum 60 sheets per tub</td>
<td>EACH</td>
<td></td>
<td>GOJ911112EA</td>
<td>$4.99</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Bid Award

Barnstable County issued a bid for the Supply and Delivery of Office Supplies on April 11, 2016. One bid was received from WB Mason Co., Inc. The bid includes the attached list of supplies and a 58.15% discount off many of the supplies in the WB Mason catalog.

Please award the bid to WB Mason as the responsive, responsible bidder. The term of the contract is July 1, 2016 through June 30, 2017, with the option to renew for two additional one year periods.

Thank you.

County Commissioners:

Sheila Lyons
Mary Pat Flynn
Leo Cakounes

5/25/16
Date
AGREEMENT BETWEEN

Barnstable County
3235 Main Street
Barnstable, MA 02630

and

WB Mason
55 Falmouth Road
Hyannis, MA 02601

THIS AGREEMENT is made this 6th day of July 2016 by and between WB Mason (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for the Supply and Delivery of Office Supplies to Barnstable County and other Political Subdivisions.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest prices.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker’s compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Vendor shall provide office supplies to Barnstable County and other Political Subdivisions including Martha’s Vineyard.

3. Time of Performance. July 1, 2016 through June 30, 2017, with the option to renew for two additional one year periods.

4. Payment. Prices highlighted on the attached spreadsheet and 58.15% discount off list price for additional items in the WB Mason catalog.

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

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

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer 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 Customer 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 to the County 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 Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

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

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

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns 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 Towns 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 or Towns.

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

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

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

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

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

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

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

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

23. Vendors shall submit invoices within 60 days of completing the work.
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 6th day of July in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

__________________________  
Leo Calpounes

__________________________  
Ma Gayley

__________________________  
Mary Pat Flynn

__________________________  
Sheila Lyons

__________________________  
July 11, 2016
Date

FOR THE CONTRACTOR:

__________________________  
[Signature]

__________________________  
[Signature]
Date 6/24/2016
March 9, 2017

Ms. Laura Schiffer
HUD-Community Planning and Development Office
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street-Fifth Floor
Boston, MA 02222-1092

Re: Renewal of Existing Consortia

Dear Ms. Schiffer:

This letter is in response to your email in regards to the requalifying of the Barnstable County HOME Consortium for fiscal years 2018-2020. Please consider this our written notification of our intent to continue to participate as a Consortium.

If you have any questions, please contact Michelle Springer at (508) 744-1224 or mspringer@barnstablecounty.org.

Thank you,

Jack T. Yunits
Barnstable County Administrator
TO: Barnstable County Boards of Selectmen, Barnstable Town Council
Barnstable County Town Administrators/Town Managers

FROM: Michelle Springer, Program Manager

DATE: April 14, 2017

RE: Barnstable County HOME Consortium – Automatic Renewal of Mutual Cooperation Agreement

In accordance with Section 10c) of the Mutual Cooperation Agreement of the Barnstable County HOME Consortium (copy enclosed), Barnstable County as lead entity of the Consortium is notifying all fifteen member Towns that the Agreement will automatically renew for another three years. The renewal period will cover federal fiscal years 2018, 2019, and 2020.

Since 1994 the Consortium has received over $15 million in HOME funds, and during the next three years it is anticipated that the County will receive about an additional $1 million in federal HOME funds.

The HOME Program has provided funding for the acquisition and rehabilitation of rental housing, first-time homeownership and homeowner repairs. HOME-funded development projects have created 1,670 affordable homes or apartments in the region with another 168 units either under construction or in process to start construction; 630 low-income households from across the region have received down payment assistance to purchase their first home; and nearly 200 households received assistance from the homeowner rehab program.

In accordance with Section 10c) of the Agreement, the County is notifying all member Towns of their right not to participate in the HOME Consortium for the next three years. Members have thirty (30) days from the date of this memo in which to respond in writing to this office if they do not wish to participate, i.e. by May 15, 2017.

If the Town wishes to continue as a Consortium member, the Selectmen/Town Council can vote to remain or they can simply take no action; however, no documentation is necessary to provide to this office of that vote. If the County receives no notice that the member does not wish to continue, the Agreement will be automatically renewed for that member.

Please note that according to the funding formula used by HUD for HOME consortia, it is critically important that all fifteen towns remain as members in order for the County to continue to be eligible for an annual HOME funding allocation.

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Creating a Healthy Connected Cape Cod
The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.
The availability of HOME funds has made a major difference in the Cape's ability to address its affordable housing needs. Now, more than ever, we need to maintain this critical funding source for the region. With these funds we are able to provide affordable housing for homebuyers and tenants, contribute to the area's economy, and accomplish all of this at no cost to member towns as the County, through the Human Services Department, handles all of the administrative duties required by the HOME program. If you have any questions about the Cooperation Agreement renewal, please do not hesitate to contact me at (508) 744-1224 or via e-mail at mspringer@barnstablecounty.org.
MUTUAL COOPERATION AGREEMENT
OF THE BARNSTABLE COUNTY
HOME CONSORTIUM
UNDER THE
CRANSTON–GONZALEZ NATIONAL AFFORDABLE HOUSING ACT

MUTUAL COOPERATION AGREEMENT made this 15th day of July, 2005, by and between the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter “County”) and the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter “Towns”).

WHEREAS, the National Affordable Housing Act of 1990 has authorized the Home Investment Partnerships Act (hereinafter “HOME Program”) to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter “HUD”), to local governments for increasing the supply of affordable housing; and

WHEREAS, HUD has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government, which do not individually have the populations necessary to qualify for HOME Program funding, to enter into mutual cooperation agreements to form a consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Program; and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program; and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the funding benefits of HUD and to create or improve affordable housing for their low and moderate income residents.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 – DEFINITIONS

a. “Member” means a unit of local government which is a signatory to this agreement and therefore a member of the consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.

b. “Representative Member” means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement, as defined in HUD regulations and requirements as now or hereafter in effect.
c. “CP” means a Consolidated Plan, as defined in 24 CFR, Parts 92 and 91 and required by HUD regulations and requirements as now or hereafter in effect.

d. “CHDO” means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.


SECTION 2 – PURPOSES

This agreement is entered into for the purpose of meeting the criteria established in 24 CFR, Part 92 for obtaining general local government status as a consortium of otherwise ineligible towns and county in order to obtain funding for the HOME Program. Moreover, this agreement is entered into in order to benefit the residents of both the towns and county by enhancing the quality of life of those residents benefiting from the HOME Program.

SECTION 3 – MEMBERS/CREATION OF CONSORTIUM

The County and Towns are members of the consortium and by execution of this Agreement hereby form a consortium to be known as the “Barnstable County HOME Consortium” (hereinafter “Consortium”).

SECTION 4 – STATUS OF CONSORTIUM

a. The Consortium shall function as a unit of general local government for funding under the HOME Program upon designation by HUD.

b. The Consortium shall seek to obtain HOME funds that become available upon notice by HUD and the state’s Department of Housing and Community Development.

c. This agreement is not intended to limit or otherwise restrict the signatories to this agreement from participating in programs and/or from seeking funding from HUD for purposes not involving the Consortium and the HOME Program.

d. The program year for the Consortium and the HOME Partnerships Program, Community Development Block Grant, Emergency Shelter Grant and Housing Opportunities for People with AIDS programs begins July 1st.

SECTION 5 – SET ASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

The Consortium is responsible for reserving not less than 15 percent of its HOME Program funds for investment only in housing to be developed, sponsored, or owned by CHDO’s.
SECTION 6 – CONSOLIDATED PLAN

Members of the Consortium shall cooperate in the preparation of a Consolidated Plan covering the jurisdictional boundaries of Barnstable County and the member towns as required by federal regulations. The preparation of the CP will take place pursuant to 24 CFR Parts 92 and 91 as required by HUD regulations.

SECTION 7 – MATCH REQUIREMENTS

a. The Consortium is responsible for obtaining the necessary match or matching requirement credits (see below) for all of its projects as required by HUD regulations and requirements as now or hereafter in effect.

b. HUD will determine the match necessary based on the total match required for all projects of the Consortium as a whole. Therefore a single member may contribute to the Consortium a match that is more or less match than is proportionate for a given project or projects. The Representative Member will assign any surplus match credit to other projects within the Consortium.

c. In any case where an appropriation or transfer for the purpose of providing match credits requires action by the legislative body of a member, said action would be a condition precedent to the dedication of funds or property as a match.

SECTION 8 – REPRESENTATIVE MEMBER

a. The County shall be the member unit of government authorized to act in a representative capacity to HUD on behalf of the member units of the Consortium. The County shall only be a representative of the Consortium for the purposes established in this Agreement and shall be the lead entity having overall responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of both the HOME Program and the CP and with the Barnstable County Home Rule Charter. No party shall have veto power as to implementing the CP and the parties agree to act in cooperation to achieve CP goals.

b. The Representative Member shall establish such administrative procedures as may be necessary to facilitate the application for and distribution of HOME Program funds.

c. The Representative Member shall be responsible for obtaining the funds for the costs of administering the HOME Program.

d. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.

e. The Representative Member shall be entitled to retain interest as provided in HUD regulations and requirements as now or hereafter in effect for administrative expenses incurred solely in its capacity as Representative Member.

SECTION 9 – MEMBER UNITS OF LOCAL GOVERNMENT
a. Each Member agrees to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program.

b. The Consortium and each of its members agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.

c. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Consortium as defined in HUD regulations and requirements as now or hereafter in effect. This includes, but is not limited to, information necessary for the CP, and certifications.

d. Each Member will have one representative on the Barnstable County HOME Consortium Advisory Council.

SECTION 10 – TERM OF AGREEMENT AND RENEWAL

a. This Agreement shall remain in effect during the period necessary to complete all activities funded for Federal Fiscal Years (FFY) 2006, 2007 and 2008 HOME Program formula allocations or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD. The Consortium and each of its members hereby agree to comply with all of HUD’s regulations and requirements regarding the HOME Program as now or hereafter in effect, notwithstanding the provisions of the Barnstable County Home Rule Charter.

b. The parties agree to remain in the Consortium and be bound by the provisions in this Agreement for the entire term as described herein.

c. Automatic Renewal

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD’s Consortia Designation Notice(s), the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD as specified in the Consortia Designation Notice.

The Consortium agrees that it shall, as a condition of automatic renewal, adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortium qualification period, and then submit the amendment to HUD as specified in the Consortia Qualification Notice for that period. Failure to comply with this stipulation will void the automatic renewal of the Agreement.

SECTION 11 – FAIR HOUSING
Each member of the Consortium agrees to affirmatively further fair housing in accordance with 24 CFR Part 92.

SECTION 12 – AUTHORIZING RESOLUTIONS/ATTORNEY CERTIFICATIONS

The attached authorizing resolutions are hereby incorporated herein by this reference thereto. The certifications of legal counsel set forth below shall be deemed an integral part of this Agreement.

SECTION 13 – APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and all applicable HUD regulations. HOME Program regulations and requirements as now or hereafter in effect are incorporated by reference for determining any issues that may arise concerning the Consortium.

SECTION 14 – SEVERABILITY

The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

SECTION 15 – COUNTERPARTS

This Agreement may be executed in counterparts and each executed agreement shall be treated as the original.

SECTION 16 – TERMINATION

This Agreement may be terminated by HUD as established in 24 CFR Part 92.

SECTION 17 – AMENDMENT

No amendment to this agreement, other than those referred to in Section 10(c) above, shall be effective unless executed in writing and approved by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 15th day of July, 2005.
FIRST AMENDMENT TO
MUTUAL COOPERATION AGREEMENT
OF THE BARNSTABLE COUNTY
HOME CONSORTIUM
UNDER THE
CRANSTON–GONZALEZ NATIONAL AFFORDABLE HOUSING ACT

This FIRST AMENDMENT TO MUTUAL COOPERATION AGREEMENT ("First Amendment") is made as of this 3rd day of June, 2014, by and among the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter "County"), the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter "Towns"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Mutual Cooperation Agreement of the Barnstable County Home Consortium under the Cranston-Gonzalez National Affordable Housing Act among the parties dated July 15, 2005 (the "Agreement").

The purpose of this First Amendment is to incorporate the HUD required changes in CPD Notice 13-002 to the automatic renewal provisions of cooperation agreements.

Accordingly, the parties agree as follows:

1. Section 10 c. of the Agreement is hereby deleted and replaced with the following:

   c. Automatic Renewal

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD’s Consortia Designation Notice(s) or HOME Consortia web page, the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD by the County as specified in the Consortia Designation Notice.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the County, and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the County shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium’s membership has changed, the state certification required under 24 CFR Section 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.
The automatic renewal of this agreement will be void if: the County fails to notify a Consortium member or the HUD Field Office as required under this automatic renewal provision or the County fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

2. The remaining terms and conditions of the Agreement shall continue in full force and effect.

By Barnstable County, Representative Member

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

As Barnstable County Commissioners
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

BARNSTABLE COUNTY

[Signature]

William Doherty, Chairman

JUN 1 2005

Date
TOWN OF BARNSTABLE

[Signature]

Town of Barnstable, by its Town Manager  Date

7-16-05
TOWN OF BOURNE
BOARD OF SELECTMEN

Carol A. Chell, Chairman

Galén "Skip" Barlow, Vice Chairman

Richard E. LaFarge, Clerk

W. Thomas Barlow

Linda M. Zuern

Date: June 21, 2005
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF BREWSTER

[Signature]

Town of Brewster, by its Town Administrator

6/13/03
Date
TOWN OF CHATHAM

Town of Chatham, by its Chair of the Board of Selectmen

Date 6-14-05
BARNSTABLE COUNTY HOME CONSORTIUM  
COOPERATION AGREEMENT  

SIGNATURE PAGE  

TOWN OF DENNIS  

[Signature]  

Date: May 31, 2005  

Town of Dennis, by its Chair of the  
Board of Selectmen
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF EASTHAM

[Signature]

Town of Eastham, by its Chair of the Board of Selectmen

Date: 4-6-05
TOWN OF FALMOUTH

[Signature]

Town of Falmouth, by its Chair of the Board of Selectmen

16 May 05

Date
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF HARWICH

5-23-06

Date

Town of Harwich, by its Chair of the
Board of Selectmen
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF MASHPEE

[Signature] 6/26/00
Town of Mashpee, by its Chair of the Board of Selectmen

Date
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF ORLEANS

\[\text{[Signature]} \quad 5-18-05\]

\[\text{Town of Orleans, by its Chair of the} \quad \text{Date}\]
\[\text{Board of Selectmen} \quad \]


TOWN OF PROVINCETOWN

Town of Provincetown, by its Chair of the Board of Selectmen

Dr. Cheryl L. Andrews
Chairman, Board of Selectmen

5-9-05
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF SANDWICH

05-19-05

Town of Sandwich, by its Chair of the Board of Selectmen

Date
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF TRURO

[Signature]

Town of Truro, by its Chair of the
Board of Selectmen

May 18, 2005

Date
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF WELLFLEET

[Signature]

Date: 08/17/05

Town of Wellfleet, by its Chair of the
Board of Selectmen
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF YARMOUTH

TOWN OF YARMOUTH BY ITS CHAIR OF THE BOARD OF SELECTMEN

June 14, 2005
DATE
### Purchase Order

**BARNSTABLE COUNTY PURCHASING DEPARTMENT**

P.O. Box 427
Barnstable, MA 02630
Phone: (508) 375-6637  Fax: (508) 362-4136

**HUMAN SERVICES DEPARTMENT**

BUILDING TOP OF HILL
3195 MAIN STREET
BARNSTABLE, MA 02630
Phone: 508-375-6628  Fax: 508-362-0290

**BIL**

**L TO**

**PAUL SCHNEPP**

956 RIVER ROAD
MARSTON MILLS, MA 02648

---

**Vendor Number** 26244  
**Vendor Phone**  
**Vendor Fax** 508-375-6628  
**Requisition Number** 21700338  
**Date Ordered** 07/26/2016

### Delivery Reference

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<th>Description/Part No.</th>
<th>Qty</th>
<th>UOM</th>
<th>Cost Each</th>
<th>Extended Price</th>
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| CONTRA CT REN RU E: COORDINATION OF THE CAPE & ISLANDS REGIONAL NETWORK ON HOMELESSNESS FOR THE FY17 PERIOD OF JULY 1, 2016 - JUNE 30, 2017 AT A RATE OF $45.00/HR NOT TO EXCEED $40,000 PER YEAR.  
0013102 - 5239                                                                 | 1.0 | Each | $40,000.00 | $40,000.00     |
|                                                                                     |     |     |           | 36,344.00      |
|                                                                                     |     |     |           | 2,480.25       |
|                                                                                     |     |     |           | 33,867.75      |
|                                                                                     |     |     |           | 3,926.25       |
|                                                                                     |     |     |           | 30,021.50      |
|                                                                                     |     |     |           | 3,983.50       |
|                                                                                     |     |     |           | 36,039.00      |
|                                                                                     |     |     |           | 3,701.25       |
|                                                                                     |     |     |           | 32,337.75      |
|                                                                                     |     |     |           | 3,476.00       |
|                                                                                     |     |     |           | 18,861.75      |
|                                                                                     |     |     |           | 4,140.00       |
|                                                                                     |     |     |           | 14,764.75      |
|                                                                                     |     |     |           | 3,397.50       |
|                                                                                     |     |     |           | 11,354.25      |
|                                                                                     |     |     |           | 3,106.75       |
|                                                                                     |     |     |           | 76,564.75      |
|                                                                                     |     |     |           | 3,780.00       |
|                                                                                     |     |     |           | 3,187.50       |
|                                                                                     |     |     |           | 389.25         |

**Partial Order - Leave Open**  
**Complete - Please Close**  

**Authorized Signature**

---

**Purchase Order Total**  

$40,000.00
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Bid Renewal

Please vote to renew the contract with Paula Schneppe to provide coordination of the Regional Network on Homelessness for one additional as per the bid documents. This service was bid in 2014 for one year with the option to renew for one year periods. The term of this renewal is July 1, 2016 through June 30, 2017. The cost of the service is $45 per hour, not to exceed $40,000 per year.

Thank you.

County Commissioners:

Sheila Lyons
Mary Pat Flynn
Leo Cakounes

5/25/16
Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Paula Schnepf
956 River Road
Marstons Mills, MA 02648

THIS AGREEMENT is made this 25th day of July, 2014 by and between Paula Schnepf, (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and William Doherty as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for a Contractor to assist the Department of Human Services in Coordinating the "Regional Network to End Homelessness"

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

WHEREAS: The vendor is the responsive, responsible bidder offering the sole proposal.

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

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

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated June 2, 2014 and the Contractor's bid dated June 23, 2014 incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin July 1, 2014 through June 30, 2015, with the option to renew for one year periods.

4. Payment. The Towns/County shall compensate the Contractor for services provided under Scope of Services: $45.00 per hour, not to exceed $40,000.00 per year. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

William Doherty

Michael Brillhart

Mary Pat Flynn

County Administrator

Sheila Lyons

7/24/14

Date

FOR THE CONTRACTOR:

Paula Schnepp

7/26/2014

Date
Scope of Services – Regional Network Coordinator

The skills necessary for a successful applicant include strong administrative skills, ability to effectively plan and coordinate, excellent communication skills, and a high level of understanding of the complexities of the housing and homelessness policies and practices in the region and state.

1. **Administrative Support**
   a. Publicize and post network events, maintain electronic and paper files in a central secure location.

   b. Act as staff to the Executive Committee, taking minutes, sending out agenda, and coordinating meetings.

   c. Act as the liaison between the Executive Committee, the Policy Board, subcommittees, and local government.

   d. Participate in Policy Board meetings and all subcommittee meetings of the Regional Network.

   e. Disseminate monthly reports on the status/work of subcommittees; include documentation to support activities such as press releases, agendas, and meeting minutes.

   f. Centralized communication to the Regional Network, using electronic and web based tools.

2. **Regional Coordination and Planning**
   a. Inform Policy Board and Executive Committee of changes in federal and state funding mechanisms and programs that may impact the region e.g. Implementation of the Hearth Act

   b. Monitor funding opportunities for homelessness prevention programs, investigate funding opportunities for the Network, and assist in organizing regional applications for funding.

   c. Analysis and share information about relevant homelessness issues with the Executive Committee and Policy Board.

   d. Monitor implementation of the Regional Plan to Address Homelessness.

   e. Assist the Department of Human Services in its responsibilities as the Lead Agency of the Continuum of Care.

5/22/2014
Scope of Services – Regional Network Coordinator

f. Facilitate compilation of regional data and maintain a comprehensive on-line directory of regional housing resources.

3. Advocacy
   a. Identify areas for improved efficiencies and coordination of housing and homeless services, identify gaps in services, and prepare policy recommendations for action to the Executive Committee as requested.
   
b. Issue alerts to the Regional Network on relevant housing issues.

4. Special Projects
   a. Assist with special projects such as the Plan to Address Homelessness.
AMENDMENT #1
BETWEEN

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Cape Cod Chamber of Commerce
5 Patti Page Way
Centerville, MA 02632

THE AGREEMENT, made July 20, 2016 by and between the Cape Cod Chamber of Commerce (hereinafter referred to as Grantee), and the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability, is hereby amended as follows:

2. Scope of Services. The Grantee shall perform the scope of services and adhere to all requirements as set forth in the Agreement, as amended, between Barnstable County through the Cape Cod Commission and the Seaport Economic Council (Attachment A.)

3. Time of Performance. Work shall continue until November 30, 2017 unless an extension in time is agreed to in writing by both the Commission and the Grantee.

4. Payment. The Commission shall compensate the Grantee for services provided under Section 2, Scope of Services, at the amounts detailed in Attachment A up to a new maximum fee of $234,000.

This Amendment will not change any of the stipulations of the previously defined Agreement.

IN WITNESS WHEREOF, the Commission and Grantee have executed this Amendment this ______ day of _________ in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS:
________________________________
Leo Cakounes, Chair

________________________________
Mary Pat Flynn, Vice-Chair

________________________________
Ronald Beaty, Commissioner

FOR THE COMMISSION:
________________________________
Paul Niedzwiecki, Executive Director

10/9/17

Date

FOR THE GRANTEE:
________________________________
Wendy Northcross, CEO

6-8-17

Date
ATTACHMENT A

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: County of Barnstable
(and dba): Cape Cod Commission

LEGAL ADDRESS: W-6, W-4, T-4C: 3225 Main Street, Barnstable, MA 02650

Contractor Name: Krisy Senatori
E-Mail: ksenatori@capecodcommission.org
Phone: 508-362-3828

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

CONTRACT

NEW CONTRACT

PROCUREMENT OR EXCLUSION 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)
- Emergency Contract (Attach justification for emergency, scope, budget)
- Employee Contract (Attach Employment Status Form, scope, budget)
- Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Economic Development
MMARS Department Code: EED
Business Mailing Address: One Ashburton Place, Room 2101, Boston, MA 02108
Billing Address (if different): same as
Contact Manager: Robin Pezone
E-Mail: robin.pezone@state.ma.us
Phone: 617-788-3627
Fax: 617-788-3605

MMARS Doc IDs: 9468seasportCapeC CT (20170230) adis017

RFR/Procurement Code or Other ID Number: Award Round 2015

<table>
<thead>
<tr>
<th>Contract Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter Current Contract End Date Prior to Amendment: June 30, 2017</td>
</tr>
<tr>
<td>Enter Amendment Amount: $ 54,000.00 (or no change)</td>
</tr>
</tbody>
</table>

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)
- Employee Contract (Attach any updates to scope or budget)
- Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
- X Commonwealth Terms and Conditions: Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option only): 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 intercomp for Commonwealth owed debts under 815 CMR 9.00.
- Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
- X Maximum Obligation Contract: Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended. $ 234,000.00

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_agree to standard 45 day cycle _statutory/legal or Ready Payments (G.L. c. 29, § 234): _X_initial only 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.) Seaport Economic Council grant funding for the Cape Cod Blue Economy. In accordance with all information contained in Attachment A and Exhibits A - D. An amendment is necessary for more time to complete data analysis and develop a final report.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or 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 the Effective Date, 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 the Effective Date, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2018, 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 latter Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certification (incorporated by reference if attached) 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 Certification, 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.

AUTHORING SIGNATURE FOR THE CONTRACTOR:

Signature and Date Must Be Handwritten At Time Of Signature
Print Name: Leo Cakounes, Mary Pat Flynn, Ronald Reali
Print Title: Barnstable County Commissioners
Date: 05/01/17

AUTHORING SIGNATURE FOR THE COMMONWEALTH:

Signature and Date Must Be Handwritten At Time Of Signature
Print Name: Leo Cakounes
Print Title: CEO
Date: 05/01/17

(Issued 6/27/2017) Page 1 of 5.
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Terms that appear underlined indicate a "hyperlink" that opens a new window 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 1099I table in MMARS (or the Legal Address in HR/CMMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contractor Manager who will be responsible for managing the Contractor, The Contractor should be the Key Personnel 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 Comm-PASS, the Contractor 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 Department's Manager, This information must be 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, The 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-9 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-9 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 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 Contractor 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's 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 written legal notice requirements.

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. Check only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodity and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

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

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

Department Contract Purchase. 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 (NA). If a Multi-Department User Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to 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 as a one-time activity using the Employee Interservice 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 but Legal, and state finance law and state financial policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form):

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

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if the date has already passed. (Note: Current Start Date is not required 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 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 601 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.

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 process 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.
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CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is to 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. Other exceptions and close out performance 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, § 5.

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 Authorized 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": Acceptable signature by the Contractor must be in handwritten or type text and must not be a typed image. 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 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 Listings.

Authorizing Signature For Commonwealth/Date: The Authorized Deparment 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": Rubber stamps, typed or other images are not accepted. The Authorized Signature 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 appropriate Interdepartmental Services Agreement (ISA). A Department may not contract for performance to be provided 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 signature of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor certifies that all representations made under this Contract or Amendment are true and complete, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funds and resources to prevent fraud, waste, and abuse. Your performance must not be fraudulent, waste, or abuse as defined by law.

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 196 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 be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Rousine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse, mismanagement or misuse provided electronically 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 500 C.M.R. 32.00.
Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147, G.L. c. 29, s. 29F; G.L. c. 30, s. 3DR; G.L. c. 149, s. 27G; G.L. c. 149, s. 44C; G.L. c. 149, s. 146B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state and federal 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); 815 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. 66S; and the Massachusetts Constitution Amends XVII 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 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 reverting 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 revert due to the Contractor's failure to submit timely final invoices, or for disputes an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year failure to submit final timely final invoices.

Payments Subject To Apportionment. Pursuant to G.L. c. 29, s. 27 and s. 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.

Duplicate. Contractors may be registered as Customers in the Vendor file if the Contractor owes a debt to the Commonwealth. 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, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws: State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remittance 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. 119A, s. 3. (Attorney General's Uniform Agreement Contract and applicable IRS)

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies that it has 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 its obligations under 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 terms of during the Contract term. Low firms or Attorneys providing legal services are required to identify any potential conflict of representation of any representation client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and deidentification of personal data and information under G.L. c. 93H, c. 66S, 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, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit 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, use, disclosure, loss, misuse 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 Filings and Reports. The Contractor certifies compliance with 7, 19 and 20 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. 151, 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; AGC Fair labor practices; G.L. c. 149, (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 655 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); 25 USC. c. 8 (Federal Fair Labor Standards); 29 USC. c. 28 and 29 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 16. s. 794; 29 USC, c. 16, s. 701; 29 USC c. 14, s. 623; the 42 USC, c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Access for the Elderly Law G.L. c. 272, s. 59A; G.L. c. 272, s. 98 and 98A. Massachusetts Constitution Article XV and G.L. c. 51, s. 137; 47 USC c. 5, et. II; Part II. s. 255 (Telecommunication Act; Chapter 149; Section 105D; G.L. c. 151C; G.L. c. 272; Section 93A; Section 93B and Section 93A; and G.L. c. 111, Section 195A, 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 protected arising from state or federal law or precedent. See also MAAD and MACAD 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 SmartBid subscription process at: www.commm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Written liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Contracting 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. The following provisions apply to contracts for information technology services or equipment as defined in Section 11. Indemnification 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 repairing 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
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Commonwealth's ability to join the contractor as a third party defendant. Further, the term
“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 (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 waived for that audit engagement. These terms may be applied to
other Contracts only with prior written confirmation from the Operations Service 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 § 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 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 firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or
military aircraft for use or deployment in any activity in Northern Ireland.

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

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "UU"
object codes subject to G.L. Chapter 36, § 23A). Contractors must make required
disclosures as part of the RFP Response or using the Consultant Contractor Mandated
Submission Form.

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

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

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with all
applicable Executive Orders, and regulations enacted pursuant thereto, to the extent 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 documentation by any such worker.

Executive Order 130. 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 § 999C(3)-(4),
and IRS Audit Guidelines Boycott) or engages in conduct declared to be unlawful by
G.L.c. 15TE, § 2. A breach in the warranty, representation, and agreement contained in
this paragraph shall subject such other rights as the Commonwealth may have, the Commonwealth
shall be entitled to rescind this Contract. As used herein, affiliated company shall be any
business entity of which at least 51% of the ownership interests are directly or indirectly
owned by the Contractor or by a person or persons or business entity or entities directly or
indirectly owning at least 51% of the ownership interests of the Contractor, or which directly
or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 345. Hiring of State Employees By State Contractors. Contractor certifies
compliance with both the conflict of interest law (G.L.c. 268A, 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 the term of any subcontract 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 members who serve as employees or agents of only the
Commonwealth. All disclosures made by applicants hired by the Executive Branch under
the Governor shall be made available for public inspection to the extent permissible by law
by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information.
For all Contracts involving the Contractor's access to personal information, as defined in
G.L.c. 93H, and personal data, as defined in G.L.c. 66A, or controlled by Executive
Department agencies, or access to agency systems containing such information or data
(herein collectively "personal information"), Contractor certifies under the pains and
penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts
Executive Order 504 and agrees to protect any and all personal information; and (2) has
reviewed all of the Commonwealth Information Technology Division's Security
Policies. Notwithstanding any contractual provision to the contrary, in connection with
the Contractor's performance under this Contract, for all state agencies in the Executive
Department, including all executive offices, boards, commissions, agencies, departments,
divisions, councils, bureaus, and offices, now existing and hereafter established, the
Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's
Information Security Policy and Information Security Policy (ISP) and such Security
Policies; and (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 which the Contractor is given access to by the Commonwealth, such as
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. 93H and under G.L.c. 21A, § 3B for violations under M.G.L. c. 66A,
Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-
Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes
Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier
Diversity Program which supersedes Executive Order 350), 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
discrimination in employment, practice or conduct through the Contractor's in 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, OOS, 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.

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ATTACHMENT A
ADDITIONAL TERMS AND CONDITIONS

ARTICLE I
Agreement

THIS AGREEMENT, by and among the Massachusetts Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts (hereinafter referred to as "EOHED") and the County of Barnstable (hereinafter referred to as "Public Entity"), jointly referred to as "The Parties", is dated effective as of ________________, 2017 and comprises the following:

1. The COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM,
2. The COMMONWEALTH TERMS AND CONDITIONS,
3. this Attachment A, "Additional Terms and Conditions",
4. Exhibit A, "Grant Application",
5. Exhibit B, "Request for Payment Cover Sheet",
6. Exhibit C, "Public Entity Quarterly Reporting Form",
7. Exhibit D, "Request for Amendment Form",
8. Exhibit E, "Project Closeout Certification Form". and
9. Attachment B, Project Site Plan

These documents are referred to collectively as the "Contract".

ARTICLE II
Definitions

The following capitalized terms used in the Contract shall have the respective meanings ascribed to them below:

"Contract" shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

"Coordinator" shall mean the Seaport Economic Council Program Coordinator.

"Grant Application" shall mean the application submitted by the Public Entity to the Seaport Economic Council Program, attached as Exhibit A to the Contract.

"Grant Funds" shall mean the funds disbursed by EOHED to the Public Entity pursuant to the terms and conditions of the Contract.

"Seaport Economic Council" shall mean the economic development grant program authorized by Executive Order 564, and further described in the Seaport Economic
Council Program Guidelines promulgated by the Secretary, as such Guidelines may be modified or updated from time to time.

“Monetary Penalties” shall mean the full recoupment by EOHEd of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“Project” shall have the meaning set forth in Article VII.A.

“Project Site”, also referred to herein as the “Site”, shall mean the land and appurtenant easements, if any, identified in Section VII.A hereof and shown on the plan attached as Attachment B.

“Secretary” shall mean the Secretariat of the Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts.

“Total Maximum Obligation” shall mean a sum of money not to exceed $234,000 Dollars.

ARTICLE III
Purpose
The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of the Seaport Economic Council Program for the Project. The Contract sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE IV
Grant Administration
A. EOHEd Project Management.

The Coordinator shall oversee the Seaport Economic Council Program on behalf of the Secretary.

B. Payment of Grant Funds.

EOHEd shall disburse funds to the Public Entity in an aggregate amount not to exceed the Total Maximum Obligation within forty-five (45) days after receipt of invoices therefor, accompanied by the cover sheet form provided at Exhibit B, from the Public Entity, subject to the following terms and conditions.

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis by the 15th of the following month. Reimbursement shall be only for work completed and/or items purchased. The Coordinator may
withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Coordinator will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Coordinator, the Public Entity may deviate from or suspend the Reimbursement Schedule.

2. In instances where payment is requested prior to funds being disbursed by the grantee, documentation of payment by the grantee to its contractors must be submitted to the appropriate EOHED grant manager within 60 days of receipt of funds from EOHED. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, and vendor paid to and date the check/EFT was processed.

3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

4. In order to be reimbursed for expenditures, the Public Entity is required to obligate funds by June 30 of the fiscal year (July 1 through June 30) in which the expenditure has been made, and to submit invoices by the immediately following August 5th. **Late invoices from the Public Entity will not be accepted for payment by EOHED.** A request to carryover funds from one fiscal year to the next shall not alter the June 30 and August 5 obligation and invoicing deadlines set forth in this paragraph for expenditures made in any given fiscal year.

C. **Use of Grant Funds.**

1. **Approved Project Expenses.** Under the scope and purpose of the Contract, EOHED authorizes the Public Entity to distribute Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. EOHED shall provide Grant Funds up to the Total Maximum Obligation to the Public Entity to pay for costs incurred to complete the Project as follows:

   Cape Cod Blue Economy

Specific conditions on funding and drawdown schedule are set forth in Article VII hereof.

D. **General Conditions of Funding**

1. **Verification of Representations.** Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary’s sole discretion. The Public Entity is responsible for providing to the Secretary such
information and documentation that the Secretary deems necessary for such
determination.

2. **No Obligation to Increase Budget.** EOHED has no obligation to increase
or reprogram the Grant Funds for any reason, including, but not limited to, a change in
the Project’s budget. It is the sole responsibility of the Public Entity to cover any and all
cost overruns and secure any and all additional funding necessary for the Project.

3. **No Arbitrage.** For funds that are received on a cost reimbursement, for
which the Public Entity invoices for the costs of performance when rendered, and for
lump sum amounts, the funds received by the Public Entity must be held in a segregated
non-interest bearing account and shall be expended by the Public Entity within 60 days to
avoid arbitrage.

4. **Obligation/Drawdown Deadlines.** The Grant shall be obligated and
expended as set forth in Article VII.

5. **Additional Investment.** If additional funds are required to complete the
Project, including, but not limited to, private investment, the Public Entity shall use
diligent efforts to obtain the funds necessary to complete the Project as set forth in Article
VII. The Public Entity is responsible for requiring the Project to be designed to budget
and ensuring the Project can be completed as necessary to achieve the economic
development goals outlined in the Contract.

6. **Remaining Balance.** In no event shall EOHED be obligated to disburse
Grant Funds in excess of the actual cost of constructing the Public Improvements.
Excess Grant Funds remaining in the budget upon completion of the Project, if any, may
not be claimed by the Public Entity.

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ARTICLE V

**Obligations of the Public Entity**

A. **Obligations of the Public Entity**

In addition to any other requirements of the Contract, the Public Entity, by
accepting any or all of such Grant Funds, shall:

1. Ensure compliance, including but not limited to any and all applicable local,
   state and federal rules, regulations and laws.

2. Submit invoices pursuant to Article IV.B
3. Provide quarterly reports to the Coordinator in the form of Exhibit C.

4. Cooperate fully and promptly with any other request for information that the Secretary or the Coordinator may make.

5. Ensure that all representations made in the Contract by the Public Entity remain true and correct.

6. Ensure that construction begins on this Project in accordance with Article VII.C and D.

7. Comply with all applicable federal, state and local laws in the course of undertaking the Project.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.7 above, the Public Entity shall comply, and ensure that it its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.

2. Pursuant to Section 6 of Chapter 7C of the Massachusetts General Laws (formally Section 40 of Chapter 7 of the Massachusetts General Laws, as amended by Chapter 165 of the Acts of 2012), Section 61 of Chapter 7 of the Massachusetts General Laws, and Executive Orders, including Executive Orders 524 and 526, the Supplier Diversity Office and the Division of Capital Asset Management and Maintenance (“DCAMM”) have set participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for building construction and design awards will be a combined MBE/WBE goal as follows:

   - 10.4% combined MBE/WBE participation on construction contract awards; and,
   - 17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by the Public Entity, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. The Supplier Diversity Office and DCAMM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective
oversight. Participation by MBE and WBE firms shall be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and the Public Entity. These participation objectives are goals and are not quotas or set-asides, and are neither floors nor ceilings. Such goals are not applicable, however, to the procurement of site work (horizontal construction) subject to Section 39M of Chapter 30 of the Massachusetts General Laws, as amended or Chapter 30B of the Massachusetts General Laws, as amended.

3. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

4. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed “serious or willful.”

5. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage
If signage is to be erected identifying the Project, such signage shall include an acknowledgement of the Grant. The Public Entity shall notify the Coordinator of the desire to erect such signage and the Coordinator shall approve the signage and grant acknowledgement.

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall submit photographs of the work completed with the Grant Funds accompanied by the form provided at Exhibit E.

ARTICLE VI
Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. **Impose and collect Monetary Penalties;**
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary’s rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

The Secretary, in his sole discretion, reserves the right to reduce, suspend, and cancel the Grant in the event that the Public Entity is not ready, willing, and able to expend the Grant Funds in furtherance of the Project as defined in Article VII, or if Public Entity fails to secure all of the funds necessary to fully complete the design and construction of the Project. If the Secretary determines, in his sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.
C. **Recoupment of Grant Funds Upon Sale of Project**

The Secretary, in his sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or all Project Site within thirty (30) years of the termination of the Contract.

D. **Completion of the Project After Termination**

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHED any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro forms and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Coordinator with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the Seaport Economic Council Program.

**Article VII**

**Scope of Project**

A. **Description of the Project**

1. Description of Project Site.
   **Barnstable County/Cape Cod**

2. Description of the Project.
   This project will advance the region’s maritime economy and bring increased, consistent and sustainable prosperity to the Cape and Islands by leveraging its natural coastal resources, the innovative ideas of the local community and existing marine related industries, to increase the number of businesses and jobs in the Cape and Islands region that are not heavily dependent on the seasonal/tourist economy. The currently funded project will satisfy the Phase 1 of the overall Blue Economy Initiative and will focus on data gathering and significant outreach activities with the goal of developing an Implementation Plan.

“In order to ensure the sustainability and resilience of Council investments, in the implementation of Council award, the awardee must:
- Document that they have considered the best available science and information regarding potential threats from rising sea level, more frequent and extreme weather events, and other climate change effects, including precipitation and temperature;
• Identify and incorporate best practices to improve the resilience of the proposed project to the effects of a changing climate; and
• Obtain all required permits, licenses and authorizations prior to seeking final reimbursement for approved project costs."

B. Economic Development Goals of the Project

Jobs Created
Total investment, other private and public funds leveraged
Other public benefits

C. Original Drawdown Schedule

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All Grant Funds shall be drawn and expended by the Public Entity no later than June 30, 2017. Drawdown per fiscal year shall not exceed $167,675 in fiscal year 2017 ending on June 30, 2017 and $66,325 in fiscal year 2018 ending on June 30, 2018.

NOTE: An amendment is necessary for more time to complete data analysis and develop a final report.

*EOHED will set aside 5% of the total grant award as retainage until the project (or the portion of the project completed with grant funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the project has been completed.

D. Project Schedule

The Public Entity shall undertake the Project on the following schedule:

• July 2016 – March 2017 Community Engagement activities
• July 2016 – Planning meetings with Blue Economy Steering Committee that establish workplan for Phase 1 grant.
• August 2016 – Workgroups and Regional partner coordination established
November 2016 – Data gathering including socioeconomic data collected and prepared for use by Phase 1 project
December 2016 – Resource needs assessment study complete
February 2017 – Roadmap complete for integration of Blue Economy initiative into regional planning process
March 2017 – Mechanisms for SBA and EDA grants identified for Blue Economy
June 2017 – Implementation Plan preparation complete

REVISED MILESTONES

July 2016 – March 2017 Community Engagement activities
July 2016 – Planning meetings with Blue Economy Steering Committee that establish workplan for Phase 1 grant.
August 2016 – Workgroups and Regional partner coordination established
November 2016 – Data gathering including socioeconomic data collected and prepared for use by Phase 1 project
December 2016 – Resource needs assessment study complete
August 2017 – Roadmap complete for integration of Blue Economy initiative into regional planning process
October 2017 – Mechanisms for SBA and EDA grants identified for Blue Economy
November 2017 – Implementation Plan preparation complete

ARTICLE VIII

Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered by (i) hand, (ii) recognized overnight courier, (iii) electronic facsimile, or (iv) mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or to such other address and to such other person’s attention as any party may from time to time specify by like notice to the other):

To EOHEH:

Robin Pezzone
Seaport Economic Council Program
1 Ashburton Place, Room 2101
Boston, MA 02108

To the Public Entity:
Pursuant to paragraph 5 of the Commonwealth Terms and Conditions, notices shall be deemed given (i) when delivered if delivered by hand; (ii) one (1) day after being deposited with an overnight courier if sent by overnight courier; (iii) upon receipt of electronic or telephonic confirmation if sent by fax; or (iv) three (3) days after being deposited with the U.S. Postal Service if sent by mail.

ARTICLE IX
Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Coordinator in the form consistent with Exhibit D. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.

2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.

4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. **Entire Agreement.** The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
June 8, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Please amend the Notice of Award for the Supply and Delivery of Toner Cartridges which was signed on May 25, 2017 to award to the following vendors:

    JB Holdings – Cannon, Kyocera, Dell, Brother and Xerox Toners
    WB Mason – IBM and Hewlett Packard Toners
    The Tree House – Savin and Lexmark Toners

See attached prices.

Thank you.

County Commissioners:

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

_________________________________________  ____________________________________________  ____________________________________________

Date
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of the County and other Political Subdivisions for the Supply and Delivery of Toner Cartridges. Five (5) bids were received. One bid from Copy Technologies did not comply with the bid specifications.

Please vote to award the contracts to the following vendors as the responsive, responsible bidders offering the lowest prices per brand of toner:

- JB Holdings – Cannon, Kyocera and Dell toners
- WB Mason – IBM and Hewlett Packard Toners
- The Tree House – Savin, Lexmark, Brother and Xerox Toners.

See attached prices.

Thank you.

County Commissioners:

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

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