

BARNSTABLE COUNTY

In the Year Two Thousand Seventeen

Ordinance 17-09

The Cape Cod regional government, known as Barnstable county hereby ordains;

To add to the County's operating budget for Fiscal Year 2018, as enacted in Ordinance No. 17-04, by making supplemental appropriations for the Fiscal Year two-thousand and eighteen.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of June 30, 2017, the sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in sections two and three of Barnstable County Ordinance 17-04, are hereby appropriated from the Statutory Reserve Fund and the Capital Trust Fund as supplemental appropriations for Barnstable County for the fiscal year ending June thirtieth, two thousand and eighteen. Said funds are to be expended for the Settlement obligations related to Town of Barnstable V. Barnstable County and storm-related damages to the County Complex on July 7, 2017. Said funds shall be derived from the Statutory Reserve Fund and the Capital Trust Fund, respectively.

<u>Budget #</u>	<u>Sub-Program</u>	<u>\$Amount</u>
0019107 5790	General Fund – Transfer Out	
0011002 5234 BARN1	Court Judgement	\$170,000
0012032 5260	Emergency Repairs – Superior Court	\$75,000
TOTAL SUPPLEMENTAL APPROPRIATION		\$245,000

Adopted by the Assembly of Delegates on August 16, 2017



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

Leo Cakounes
Chairman

Mary Pat Flynn
Vice Chairman

Ronald Beaty
Commissioner

Mr. E. Mark Zielinski
County Administrator
PO Box 427
Barnstable, MA 02630

August 17, 2017

Dear Mr. Zielinski,

Thank you for your support of the National Multiple Sclerosis Society and our 2016 MS Challenge Walk in September. The event was a great success, as we raised \$1.1 million for MS programs and research.

The 16th annual walk will occur September 8th - 10th, 2017. The weekend will be the same as this past year, and we would greatly appreciate your allowing us to use the parking lot of the Orleans District Court House on Saturday, September 10th (Day 2) from 8am – 3pm. Our volunteers who oversee this rest stop will leave the space in good condition and pick up all the trash once they are done. Please let me know of any permits or permissions that go along with this request, and I will fill them out and return them to you promptly.

Thank you again for working with us, and allowing us the use of this area. If you have any questions or comments, please don't hesitate to contact me.

Best Regards,



Drew Davis
Sr. Director of Logistics
National Multiple Sclerosis Society
Greater New England Chapter
101A First Avenue, Suite 6
Waltham, MA. 02451
(p) 781-693-5158
drew.davis@nmss.org



Subaward Number:	TNC-EPA-CAPECODCOMM-011116
Accounting Information –	
Project Name:	WSP So New England
Project-Award-Activity Number:	P102842 A102962
Source of funds:	U.S. Government <input checked="" type="checkbox"/> State Government <input type="checkbox"/> Private <input type="checkbox"/> Private as Gov't Match <input type="checkbox"/>

**AMENDMENT #_2_ TO SUBAWARD FOR SERVICES
BETWEEN THE NATURE CONSERVANCY AND THE CAPE COD COMMISSION**

This is Amendment #2 to the Subaward for Services dated January 11, 2016 (the “**Subaward**”) between The Nature Conservancy (“**TNC**”) and The Cape Cod Commission (“**Awardee**”), and is effective as of August 30, 2017. Capitalized terms in this Amendment have the same meaning given to them in the Subaward.

The Subaward was previously amended on August 30th, 2016. Now therefore, the Subaward is hereby amended as follows:

1. The expiration date stated in Section 2 of the Subaward is changed to September 30, 2017.
2. The Reporting Due Dates table in Section 5 of the Subaward is hereby deleted in its entirety and changed to:

REPORTING DUE DATES	
Quarterly Performance Reports	Due every three months, starting 2/29/16
Final Performance Report	No later than Fifteen (15) calendar days after the Expiration Date
Quarterly Financial Reports	Due every three months, starting 2/29/16
Final Financial Report/Final Invoice	No later than Fifteen (15) calendar days after the Expiration Date

Except as modified by this Amendment, all provisions of the Subaward (as previously amended, if applicable) remain in full force and effect. In the event of a conflict between the Subaward and this Amendment, the latter will control. Any recital or preliminary statement in this Amendment and any Exhibits referred to in this Amendment are an integral part of and are incorporated by reference into this Amendment.

The Nature Conservancy

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Barnstable County acting through Cape Cod Commission

By: _____

Print Name: Leo Cakounes, Mary Pat Flynn, Ronald Beaty

Title: Barnstable County Commissioners

Date: _____



Protecting nature. Preserving life.

SUBAWARD
between
THE NATURE CONSERVANCY (“TNC”)
and
BARNSTABLE COUNTY through the CAPE COD COMMISSION (“Awardee”)
(a U.S. Subrecipient)

Subaward Number: **TNC-EPA-CAPECODCOMM-01116**
 TNC Project ID: P102842 MA WSP So New England
 TNC Award ID: A102962
 Subaward Start Date: January 12, 2016
 Subaward Expiration Date: August 31, 2017
 Subaward Amount: \$90,000
 Awardee Indirect Rate Allowed: 55.7% on personnel
 Awardee Match: \$0
 Awardee DUNS: 076612407
 Federal Award Identification Number: 00A00089
 Federal Award Date (signature date of authorized official): September 16, 2015
 Federal Award Amount: \$199,664
 Federal Awarding Agency: U.S. Environmental Protection Agency
 Contact Information of Federal Award Official: Fred Weeks
 Federal Award Indirect Cost Rate: 21.8%
 CFDA Number and Name: 66.110 – Healthy Communities Grant Program
 FFATA Reportable: Yes
 Research and Development (R&D): No

The TNC representatives for this project are:
 Jon Kachmar for Project Manager/Technical Direction:
 Coastal Program Director
 99 Bedford Street, Fifth Floor, Boston MA 02111
 jkachmar@tnc.org
 860-227-0914

Jennifer Akin TNC’s Grants Specialist for
 financial/administrative matters:
 Grants Specialist
 jennifer.akin@tnc.org
 501-614-5079

The Awardee's representatives for this project are:
 Erin Perry for Project Manager/Technical Direction:
 Special Projects Coordinator, Water Resources Dept.
 P.O. Box 226, 3225 Main Street, Barnstable, MA 02630
 eperry@capecodcommission.org
 508-744-1236

Gail Coyne for financial/administrative matters:
 Fiscal Manager
 P.O. Box 226, 3225 Main Street, Barnstable, MA 02630
 gcoyne@capecodcommission.org
 508-744-1202

This Subaward (the "Agreement") is being entered into by and between TNC and the Awardee, each of which is sometimes referred to in this Agreement as a "Party", in order for Awardee to participate in a project to transfer innovative technologies and planning approaches developed as part of the Cape Cod 208 Water Quality Plan Update to other regions of the Southeast New England Coastal Watershed Restoration Program geography (the "Project") and agree as follows:

1. **Background and Prime Award.** TNC and the U.S. Environmental Protection Agency (EPA) ("Prime Funder") entered into a Cooperative Agreement # 00A00089 under which Prime Funder has made an award to TNC (the "Prime Award"). Under the terms of this Agreement, TNC subawards funds to Awardee for use in carrying out the Project. Although the funds to be provided to Awardee under this Agreement (the "Subaward Funds") will come ultimately from Prime Funder, Awardee acknowledges that Prime Funder is not a Party to this Agreement, and shall have no obligations directly to Awardee under this Agreement. Notwithstanding the above, Awardee shall be subject to and shall comply with the terms and conditions contained in the Prime Award which are applicable to the Awardee, which are attached hereto as **Attachment E** and incorporated herein by reference.

2. **Subaward Term.** The term of this Agreement (the "Subaward Term") shall begin on January 12, 2016 (the "Start Date") and shall expire on August 31, 2017 (the "Expiration Date"), unless the Subaward Term is extended or earlier terminated in accordance with this Agreement.

The Awardee may incur pre-award costs starting November 1, 2015, provided the following conditions are both met:

- (a) such costs are included in the attached budget; and
- (b) this Agreement is executed by all parties no later than January 12, 2016.

3. **Subaward Amount and Budget.** TNC hereby subawards funds to Awardee, as follows:

(a) Awardee shall receive an amount not to exceed \$90,000, to be paid out of the funds provided to TNC under the Prime Award, and to be disbursed in accordance with the budget which is attached hereto as **Attachment A** (the "Budget"), which is incorporated herein by this reference. TNC shall not be obligated to pay Awardee for any amounts not shown in the Budget.

(b) Notwithstanding the above, the Awardee is authorized to reallocate funds between direct cost categories up to 10% of the total approved budget. Revisions in excess of this limit require prior written approval from TNC. TNC's Project Manager and Grants Specialist for the Subaward must be informed in writing of all reallocations.

(c) TNC shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to TNC under the Prime Award.

(d) None of the Subaward Funds may be used as match to other U.S. Federal awards.

(e) Any Subaward Funds not used during the Subaward Term shall be returned to TNC no later than 30 calendar days after the final financial report is submitted.

4. **Scope of Work.** Awardee shall work on the Project as described in the scope of work which is attached hereto as **Attachment B**.

5. **Reports** Awardee shall immediately notify TNC of any financial or programmatic setbacks. Awardee shall submit financial report(s) and performance report(s) as follows according to the Reporting Due Dates chart below:

REPORTING DUE DATES	
Quarterly Performance Reports	Due every three months, starting 2/29/16
Final Performance Report	No later than 09/30/17 for the period 11/01/15- 8/31/17
Quarterly Financial Report	Due every three months, starting 2/29/16
Final Financial Report	No later than 09/30/17 for the final quarter

Reports shall include:

(a) Performance Reports to describe activities conducted for the reporting period using the Performance Report Form provided electronically as **Attachment C**.

- i. Interim Performance Reports shall include, at a minimum:
 - Narrative description of work completed during the previous quarter.
 - Problems, delays or adverse conditions that could materially impair meeting the objectives or timelines of the scope of work.
 - Favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.
- ii. Final Performance Report:
 - The Final Performance Report will describe the final outcome of the accomplishments using the Final Report Form provided electronically in **Attachment C**.

(b) Financial Report on Subaward Funds Expended: Awardee shall submit quarterly using the approved report format (**Attachment D**). Financial report requirements are as follows:

- iii. Interim Financial Report:
 - Requires submission of the approved report format (**Attachment D**) with signature of the Project Manager and the Financial Representative
- iv. Final Financial Report:
 - The final financial report must be so designated and submitted to TNC no later than 30 calendar days after expiration of the Subaward.
 - Requires submission of the Approved report format (**Attachment D**) with signature of the project manager and a finance representative, plus
 - A financial report from the Awardee's accounting system showing revenue and expenditures for the project
 - Final request for remaining expenses not yet paid to date.

6. **Disbursements and Accounting**. The Awardee shall separately account for payments received under this Subaward in its accounting records. Disbursements shall be made to Awardee no more frequently than quarterly, based upon receipt of a complete and accurate Financial Report for the applicable period, **Attachment D** Awardee Financial Report and/or Awardee's standard invoice format. Payments will be sent to Awardee in the form of a check payable to Awardee. A completed W-9 must be submitted with the first request for payment to Awardee. Failure to provide information required by this Agreement may delay payment.

7. **Award Administration**.

The Awardee agrees to comply with the following provisions:

Both 2 CFR 200 ("Uniform Guidance") and the Prime Funder's implementation thereof found at 2 CFR 200 are hereby incorporated by reference.

This subaward is subject to the Prime Award terms and conditions outlined in **Attachment E**.

8. **Procurement Procedures**. Awardee shall use its own documented procurement procedures for the purchase of goods and services which must reflect applicable Country, State and/or local laws and regulations unless such procurement procedures conflict with the Uniform Guidance or the Prime Funder's implementation thereof, in which case Awardee shall follow the applicable Uniform Guidance or Prime Funder implementation requirements.

9. **Title to and Use of Equipment and Supplies.** If the purchase of equipment and supplies is supported under this Agreement and Awardee requests to purchase equipment or supplies, prior to purchase, the Budget shall be revised and TNC will provide separate written instructions to the Awardee regarding acquisition and disposition of the equipment and/or supplies.

10. **Title to and Use of Work Products and Data.** Except to the extent otherwise provided in the Prime Award, title to any and all work product, including but not limited to reports, samples of any kind, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and any other items created, produced, or developed by Awardee using Subaward Funds, whether or not such work product constitutes intellectual property (collectively, along with all supporting data and material, the "Work Product") shall vest in Awardee. Awardee hereby grants to TNC and to Prime Funder an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate, sublicense or distribute all or any portion of the Work Product as TNC or the Prime Funder may deem appropriate from time to time in furthering their missions. Neither TNC nor Prime Funder shall be required to notify Awardee or obtain any form of permission or consent from Awardee to use the Work Product in accordance with this section. Awardee shall provide TNC with complete copies of the Work Product. Upon request by TNC, Awardee shall provide Prime Funder with complete copies of the Work Product.

11. **Accounts, Audits and Records.** Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired using Subaward Funds (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless such period is extended by TNC, the Records shall be maintained for a period of three years after the Final Financial Report is submitted by TNC to the Prime Funder, except that if applicable, Awardee shall maintain all Records for equipment purchased with Subaward Funds for three years after the final disposition of such equipment. Awardee shall provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by TNC and each Prime Funder, and their authorized representatives. Upon inspection, review or audit, if TNC disallows any costs claimed by Awardee related to this Agreement, Awardee shall be responsible for reimbursing TNC for any of those costs related to the work Awardee has performed.

If Awardee has a single audit performed in accordance with Uniform Guidance, the Awardee must electronically submit (within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period) to the Federal Audit Clearinghouse (FAC) the data collection form and the reporting package. The collection form must be obtained from the FAC webpage. The reporting package must include the Financial Statements and Schedule of Expenditures of Federal awards, the summary schedule of prior audit findings, the auditors reports and a corrective action plan. If Awardee does not submit the form and package within the required timeframe, TNC will perform additional monitoring of the award.

12. **Announcements and Acknowledgments.** All public announcements or news stories, concerning the Project which Awardee may wish to release shall be subject to the prior approval of TNC, and shall (if TNC so requires) indicate the participation of TNC and the Prime Funder(s) in the funding of the Project.

In the event Awardee mentions the Project in any publications, scholarly articles, symposia, trade association events or other similar communications, Awardee agrees to acknowledge the support of TNC and the Prime Funder for the Project, as follows:

"Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 00A00089to, The Nature Conservancy, it has not been subjected to the Agency's publications review process and therefore, may not reflect the views of the Agency and no official endorsement should be inferred."

Additional requirements for published reports in refereed journals (one which subjects material to review by a panel of experts before publication) at any time; the subawardee must meet the following requirements:

- A. Submit a copy of the material to be published to the TNC Project Manager at the time it is submitted to the journal for publication.
- B. After publication, submit three copies of the published material to the TNC Project Manager.

13. **Liability and Indemnification.** The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, and Awardee shall indemnify and defend TNC and each Prime Funder, and each of the officers, directors, employees, and agents of TNC and Prime Funder (in each case, an "Indemnified Party") against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys' fees and expenses, as well as costs of suit, which any Indemnified Party may incur as a result of or in connection with the Project, or which may cause TNC to be in default under the Prime Award.

14. **Insurance.** Throughout the Agreement Term, Awardee shall maintain the following insurance policies:

(1) **Liability Insurance.** Comprehensive commercial general liability insurance for all of its activities and those of its agents and employees, applying to personal injury, bodily injury, and property damage, and including broad form contractual liability coverage, with a combined single limit of liability of not less than \$2,000,000, which shall include coverage for contractual liability coverage specifically covering this Agreement.

(2) **Worker's Compensation Insurance.** Worker's compensation insurance for all of Awardee's employees, in compliance with all applicable laws.

(3) **Vehicle Liability Insurance.** Comprehensive vehicle liability insurance for owned, non-owned, and hired vehicles, applying to personal injury, bodily injury and property damage, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

Upon request, Awardee shall name TNC and Prime Funder as an additional insured. Awardee shall also provide TNC and each Prime Funder with thirty (30) days written notice prior to cancellation, termination, alteration, or material change to such policy and shall provide TNC and Prime Funder assurances as to the timely acquisition of replacement insurance.

15. **Non-Discrimination.** Awardee agrees to abide by U.S. laws with regard to non-discrimination against U.S. citizens or legal residents employed using Subaward Funds.

16. **Compliance with Applicable Laws, Jurisdiction and Venue** Awardee agrees that it will use the Subaward Funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224. Additionally, the Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Agreement; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Massachusetts, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "**Applicable Law**"). The Awardee shall not take any actions that might cause TNC to be in violation of any of such Applicable Laws. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in a court in the Commonwealth of Massachusetts with subject matter jurisdiction and that that they are subject or will make themselves subject to personal jurisdiction in that court.

17. **Mandatory Disclosures**

Awardee must disclose in a timely manner in writing to TNC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

Disclosures must be sent to:

The Nature Conservancy's Ethics and Compliance Office by e-mailing compliance@tnc.org or by contacting the Conservancy's Chief Ethics & Compliance Officer:

The Nature Conservancy
Attention: Chief Ethics & Compliance Officer
4245 N. Fairfax Drive
Arlington, VA 22203

18. Miscellaneous Provisions.

(a) Use of Names/Logos. Neither Party shall use the name or logo of the other Party or of any Prime Funder in any way without prior written consent from the owner of that name or logo.

(b) Assignment. None of the rights or obligations of Awardee under this Agreement may be assigned or delegated by Awardee in whole or in part without the prior written consent of TNC. Except to the extent set forth in the approved scope of work and the Budget, Awardee may not subcontract or subaward any portion of the Project without the prior written consent of TNC. If subcontracting/subawarding is permitted, Awardee shall consult with the TNC Grants Specialist listed above in this Agreement to determine which provisions of this Agreement and/or the Prime Award, must be included in the subcontract/subaward, and the proper method of their inclusion.

(c) Termination.

This Agreement may be terminated prior to the expiration of the Subaward Term under the following conditions:

- (1) If the Prime Funder terminates the Prime Award, this Agreement shall be terminated automatically as of the termination date of the Prime Award. TNC shall notify Awardee of such termination as soon as is reasonably practicable.
- (2) By TNC without cause by giving Awardee 30 days' written notice.
- (3) If, in the judgment of TNC, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, TNC may immediately terminate this Agreement by written notice to Awardee.

In the event of any early termination of this Agreement, Awardee shall take all necessary action to cancel outstanding commitments relating to the work which was to be paid from Subaward Funds. If TNC terminates this Agreement as the result of Awardee's breach of this Agreement, TNC may recover damages resulting from such breach and/or the termination of this Agreement. Subject to receiving payment from Prime Funder, TNC shall pay any obligations which were reasonably incurred by Awardee in accordance with this Agreement prior to the effective date of termination; however, TNC may offset any damages incurred against such payment.

(d) No Agency. No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.

(e) Notices. All notices and demands of any kind which may be required in connection with this Agreement shall be in writing, and shall be served personally, by registered or certified mail, return receipt requested or by electronic mail with "read receipt" to the representatives of each Party noted on Page 1 of this Subaward (except for notices required under Section 20. If the names, titles, or addresses of such representatives change for any reason, each Party shall notify the other immediately of such change and provide updated contact information.

(f) Due Diligence TNC may request copies of documents to ensure that Awardee meets TNC's criteria for this Agreement and that Awardee meets appropriate standards of capacity and financial accountability.

(g) Agreement. The terms of this Agreement, including any attachments hereto, are intended by the Parties as a final expression of their agreement and constitute the complete and exclusive statement of its terms. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment

executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

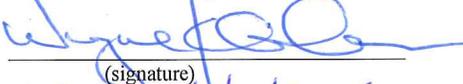
(h) **Precedence.** In the event of any contradiction between or among the terms of this Agreement, the Prime Award, or any applicable law, the contradiction shall be resolved by giving precedence to the terms of the following, in the following order:

- (1) The applicable law, including Uniform Guidance
- (2) The Prime Funder's implementation of the Uniform Guidance at 2 CFR 200 ;
- (3) The Prime Award;
- (4) This Agreement.

19. **Closeout:** Awardee will be notified and instructed by TNC if they must complete any additional forms for closeout of this Subaward.

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

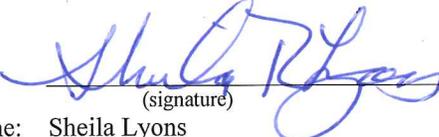
The Nature Conservancy,
a District of Columbia non-profit corporation

By: 
(signature)
Name: Wayne Klackner
Title: VP/State Director
Date: Jun 11, 2016

**Barnstable County acting through
the Cape Cod Commission**

By: 
(signature)
Name: Mary Pat Flynn

Title: Barnstable County Commissioner, Chair

By: 
(signature)
Name: Sheila Lyons

Title: Barnstable County Commissioner, Vice Chair

By: 
(signature)
Name: Leo Cakounes

Title: Barnstable County Commissioner

Date: 1-6-2016

List of Attachments

- Attachment A: Budget
- Attachment B: Scope of Work
- Attachment C: Performance Report Format
- Attachment D: Approved Financial Reporting Form
- Attachment E: Prime Award Provisions
- Attachment F: FFATA reporting

Attachment A

Budget

<u>CATEGORIES</u>	
A. PERSONNEL	\$23,925
B. FRINGE BENEFITS	15,375
C. TRAVEL	2,400
D. EQUIPMENT	
E. SUPPLIES	
F. CONTRACTUAL	35,000
G. CONSTRUCTION	
H. OTHER	
I. TOTAL DIRECT COSTS	76,700
J. INDIRECT COSTS	13,300
K. TOTALS	\$90,000

For the tasks described in Attachment B, CCC shall be paid an amount not to exceed \$90,000.

Attachment B
Scope of Work

Initial CCC Project Tasks:

- Review scope of work for contractor RFP
- Appoint staff member to sit on contractor selection team

Tasks by Objective:

Objective 1: Demonstrate watershed level coordination/collaboration with sample watershed plans

- Work with TNC to identify available data – land use, nitrogen sources and loading, water quality, target thresholds and required reductions
- Identify data gaps
- Suggest criteria to be used in selecting subwatersheds for study, assist TNC with selection
- Update tools (watershed calculator, GIS-based site screening tool) to reflect Blackstone and Taunton River watershed areas, as necessary and as may be limited by data availability
- Assist contractor in watershed plan development

Objective 2: Public engagement and technical knowledge transfer through public workshops

- Provide list of stakeholders engaged for Cape Cod process
- Assist in developing stakeholder lists for each of the selected subwatersheds, i.e. provide feedback for types of groups identified.
- Propose schedule of stakeholder meetings
- Provide meeting agenda outlines and assist in refining as necessary
- Develop meeting presentations as necessary
- Assist TNC and contractor, as necessary, to become familiar with tools and/or material to be presented
- If requested, serve a facilitator role at meetings

Objective 3: Continue technological innovation and understanding with updated technology matrix

- Develop overall framework for technologies matrix review
- Establish technologies panel meeting schedule and recruit panelists; organize and facilitate meetings
- 2016 Technologies Summit
 - Assist in identifying and securing location for Spring (April/May) technologies summit to be held on Cape Cod
 - Develop summit goals, define agenda and secure speakers
 - Organize and facilitate Summit
 - Review the types of information collected
 - Discuss the addition of new technologies and monitoring criteria
 - Discuss and provide feedback on user interface
 - Determine process for vetting proprietary solutions
- Work with contractor to complete technologies matrix update

Objective 4: Convene water quality interests, transfer technology understanding and promote local level actions by convening regional water summits

- 2017 Water Quality Summit
 - Work with TNC to assist with planning and coordination for Narragansett Bay Estuary Program Summit engagement, to be held in Rhode Island during 2017
 - Determine the objectives and desired outcomes of the Narragansett Bay Summit
 - Identify opportunities for collaboration with the Narragansett Bay Summit
 - Develop summit goals, define agenda and secure speakers
 - During Summit, facilitate discussion with stakeholders on N reduction, approaches, and acceptability.

Objective 5: Proceedings/Updated Technologies Matrix

- Work with TNC and the contractor to complete proceedings
- Work with contractor to update the existing CCC Technologies Matrix user interface to reflect new data.
- Develop community toolkit for nitrogen management, which may include but is not limited to the technologies matrix, watershed calculators, data layers and screening criteria, and outreach protocols
- Work with TNC to develop a framework for continued collaboration, based on and informed by the summit proceedings
- Work with TNC to consider potential interstate data sharing protocols or agreements

Attachment C
Quarterly Performance Report Format

Name of Organization:

Project Title:

Subaward Number:

Reporting Period Covered:

Project Manager:

Project Tasks, Objectives & Accomplishments:

Task 1: (from work plan)

Accomplishments: (Detail accomplishments related to this quarter's activity- see below. Provide measurable results, as appropriate.)

Task 2: (from work plan)

For each Task:

- Compare actual accomplishments to the objectives;
- Set out the reasons why goals were not met, if appropriate;
- Analyze and explain cost overruns or high unit costs;
- Provide information of significant developments; and
- Provide information on upcoming events and assistance required.

The items listed below should be addressed as appropriate:

1. What work was accomplished for this reporting period? Report should quantify results as measurable products, i.e. numbers, acres, contacts, improvements in water quality, habitat, etc.
2. If a problem was encountered, what action was taken to correct it?
3. What work is projected for the new reporting period?
4. Is the project work on schedule?
5. Does the project funding rate support the work progress? Report as percent spent of budgeted amounts.
6. Is there a change in principal investigator?
7. Will the project take longer than the approved project period? If so, have you formally requested an amendment in writing?

Please reference the Subaward project number on your report and on all correspondence.

Final Performance Report Format

Name of Organization:

Project Title:

Subaward Number & Project Period:

Contact Name, Phone Number, Email:

- I. Project Purpose
- II. Project Accomplishments
- III. Project Challenges & Lessons Learned
- IV. Project Evaluation
- V. Project Sustainability
- VI. Appendices

Attachment D:
Approved Financial Reporting Form

Sent separately via email

Attachment E:
Prime Award Provisions for TNC Subawards

Laws, Regulations, Orders

Awardee must comply with the following laws, regulations and/or orders:

1. 2 CFR 200
2. 2 CFR 1500
3. 40 CFR 33

Warranties, Assurances, Certifications

1. Current EPA general terms and conditions available at:
http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at:
<http://www.epa.gov/ogd/tc.htm>

Attachment F
FFATA REPORTING FORM

Prime Grant Recipients awarded a new U.S. Federal grant greater than or equal to \$25,000 as of October 1, 2010 are subject to the U.S. Federal Funding Accountability and Transparency Act (FFATA) subaward reporting requirements as outlined in the Office of Management and Budget's guidance issued August 27, 2010.

To assist The Nature Conservancy (TNC) in complying with this regulation, we request that all entities that will be involved in a proposed subaward with TNC complete this form. Submit the completed form to **the Grants Specialist identified on page 1**.

If your organization does not already have a Data Universal Numbering System (DUNS) number (Section II.B.1), you will need to go to the U.S. Central Contractor Registration site: <https://www.bpn.gov/ccr/default.aspx> and click on the quick link to "request DUNS number". The registration is free and available to all businesses required to register with the U.S. Federal government for contracts or grants.

I. PRIME AWARD INFORMATION

1. FEDERAL AWARD IDENTIFIER NUMBER (FAIN)	00A00089
2. FEDERAL AGENCY NAME	U.S. Environmental Protection Agency
3. PRINCIPAL PLACE OF PERFORMANCE	
4. CFDA NUMBER	66.110
5. AWARD TITLE	208 Plan Watershed Planning & Technology Transfer
6. TOTAL FEDERAL FUNDING AMOUNT	\$199,664
7. DATE AWARD SIGNED	September 16, 2015

II.A. SUBAWARD INFORMATION *(to be completed by TNC staff)*

1. SUBAWARD ORGANIZATION NAME	Barnstable County/Cape Cod Commission
2. SUBAWARD NUMBER	TNC-EPA-CAPECODCOMM-011116
3. AMOUNT OF SUBAWARD – federal portion only	\$90,000
4. DATE SUBAWARD SIGNED	January 12, 2016
5. SUBAWARD PROJECT DESCRIPTION	Participate in a project to transfer innovative technologies and planning approaches developed as part of the Cape Cod 208 Water Quality Plan Update to other regions of the Southeast New England Coastal Watershed Restoration Program geography

B. SUBAWARDEE INFORMATION *(to be completed by subawardee staff)*

1. DUNS NUMBER	076612407
2. ORGANIZATION NAME	Barnstable County/Cape Cod Commission
3. "DOING-BUSINESS-AS" (DBA) NAME (if applicable)	
4. SUBAWARDEE PARENT DUNS # (if applicable)	
5. ADDRESS	
	Street Address (1) P.O. Box 226
	Street Address (2) 3225 Main Street

Street Address (3)	
City	Barnstable
State	MA
Country	USA
Zip+4 (n/a for non-U.S. locations)	02630
6. SUBAWARD PRINCIPAL PLACE OF PERFORMANCE	
City (or County)	
State	
Country	
Zip+4 (n/a for non-U.S. locations)	

C. COMPENSATION DATA - THRESHOLD QUESTIONS (to be completed by subawardee staff):

	Yes	No
1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		X
2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports (e.g., Form 990) filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?		X

D. COMPENSATION DATA (to be completed by subawardee staff)

If you answered Yes to Question C.1. and No to Question C.2., please provide the names and total compensation of the top five highly compensated officials of your organization. Total compensation is defined at 2 CFR Part 170.330.

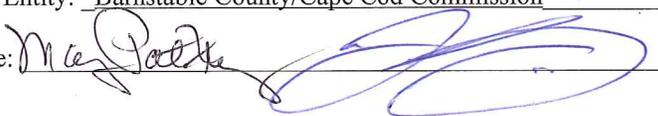
Otherwise, proceed to Section E.

EMPLOYEE NAME	DOLLAR AMOUNT
1.	
2.	
3.	
4.	
5.	

E. I certify that the above information is accurate and complete for our organization. I understand that the information provided on this form is required by FFATA, and will be reported on the fsrs.gov website and the USASpending.gov public website.

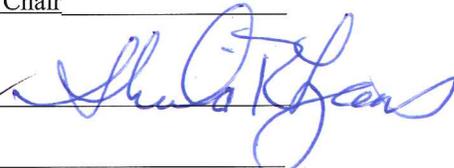
SIGNATURE:

Name of Entity: Barnstable County/Cape Cod Commission

Signature: 

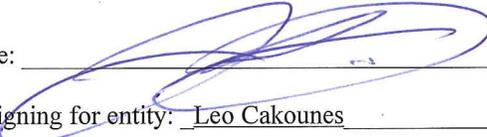
Person signing for entity: Mary Pat Flynn

Title: Barnstable County Commissioner, Chair

Signature: ~~Mary Pat Flynn~~ 

Person signing for entity: Sheila Lyons

Title: Barnstable County Commissioner, Vice-Chair

Signature: 

Person signing for entity: Leo Cakounes

Title: Barnstable County Commissioner

Date: 1-6-2016

Subaward Number: TNC-EPA-CAPECODCOMM-011116
Project Name: 208 Transfer for Nutrient Management
Project No. P102842 & A102962

AMENDMENT TO SUBAWARD

This is an amendment ("**Amendment**") to a Subaward between The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia, with an address at 99 Bedford St, 5th Floor, Boston, MA 02111 ("**TNC**"), and Barnstable County The Cape Cod Commission, with an address at PO Box 226, 3225 Main St, Barnstable, MA 02630 ("**Awardee**"), which subaward was entered into effective as of January 12, 2016 (the "**Subaward**").

WHEREAS, the Awardee has been asked under the Subaward to undertake technical, organizational and facilitation services to transfer 208 water quality concepts and outreach from Cape Cod to additional watersheds in Southeast Massachusetts and Rhode Island; and

WHEREAS, the parties now desire to amend the Subaward to include non-federal match contributions.

NOW THEREFORE, TNC and the Awardee agree to amend the Subaward as follows:

1. Section 3 of the Subaward is modified to include item (f) as follows:

(f) As reflected in the Budget, Awardee shall also provide a total of \$5,000 in cash or in-kind match for the Project.
2. Attachment A to the Subaward (the "Budget") is hereby replaced in its entirety with "Attachment A" attached hereto.
3. Attachment D to the Subaward ("Financial Reporting Form") is hereby replaced in its entirety with "Attachment D" attached hereto.

All other terms of the Subaward remain unchanged and in full force and effect.

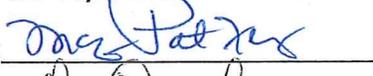
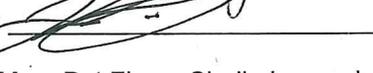
In the event of any inconsistency between the Subaward and this Amendment, this Amendment shall control. Any recital or preliminary statement in this Amendment and all Exhibits referred to in this Amendment are an integral part of and are incorporated by reference into this Amendment.

This Amendment is effective as of August 30, 2016.

The Nature Conservancy

Signed: 
Name: Wayne Klockner
Title: MA State Dir.
Date: 9/12/2016

**Barnstable County acting through
the Cape Cod Commission**

Signed: 
Signed: 
Signed: 
Name: Mary Pat Flynn, Sheila Lyons, Leo Cakounes
Title: Barnstable County Commissioners
Date: 8/31/16

Attorney approval as to form:

Approved by: _____
Date: _____
By: e-mail [or other]

Attachment A

Budget

Categories	Grant Funds	Match
Personnel	\$23,925	\$2,270
Fringe Benefits	15,375	1,462
Travel	2,400	0
Equipment	0	0
Supplies	0	0
Contractual	35,000	0
Construction	0	0
Other	0	0
Total Direct Costs	\$76,700	\$3,732
Indirect Costs	13,300	1,268
Totals	\$90,000	\$5,000

For the tasks described in Attachment B, CCC shall be paid an amount not to exceed \$90,000. CCC shall provide \$5,000 in non-federal match.

ATTACHMENT D
Form A

FORM A - CONSOLIDATED FINANCIAL REPORT

NAME OF ORGANIZATION : Cape Cod Commission
PROJECT NAME: 208 Transfer for Nutrient Managen
REPORT PERIOD:

COUNTRY: USA
SITE: Southeast New England
SUBAWARD #: TNC-EPA-CAPECODCOMM-01111

Prior period adjustments require a detailed explanation in the notes section provided below.
Fill in the yellow shaded areas only.

TNC-FUNDED EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL	23,925.00				-	23,925.00
B. FRINGE BENEFITS	15,375.00				-	15,375.00
C. TRAVEL	2,400.00				-	2,400.00
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL	35,000.00				-	35,000.00
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	76,700.00	-	-	-	-	76,700.00
J. INDIRECT COSTS	13,300.00				-	13,300.00
K. TOTALS	90,000.00	-	-	-	-	90,000.00
PERCENTAGE OF BUDGET SPENT					0%	

MATCH EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL	2,270.00				-	2,270.00
B. FRINGE BENEFITS	1,462.00				-	1,462.00
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL					-	-
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	3,732.00	-	-	-	-	3,732.00
J. INDIRECT COSTS	1,268.00				-	1,268.00
K. TOTALS	5,000.00	-	-	-	-	5,000.00

PROJECT TOTALS	95,000.00	-	-	-	-	95,000.00
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OTHER SOURCES OF INCOME			
	Prior Period LOP INCOME (A)	Current Period INCOME (B)	TOTAL LOP INCOME (C= A+B)
GROSS PROGRAM INCOME			-
INTEREST			-
TOTAL	0.00	0.00	0.00

Explanation of Prior Period Adjustments:

NAME AND TITLE - PROJECT COORDINATOR

NAME AND TITLE - FINANCE DIRECTOR

SIGNATURE - PROJECT COORDINATOR

SIGNATURE - FINANCE DIRECTOR

DATE OF SIGNATURE

DATE OF SIGNATURE

Note: LOP means Life of Project.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Barnstable County acting through Cape Cod Commission (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Environmental Protection MMARS Department Code: EQE
Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02630	Business Mailing Address: One Winter Street, 5 th Floor, Boston, MA 02108
Contract Manager: Patty Daley, Deputy Director	Billing Address (if different):
E-Mail: pdaley@capecodcommission.org	Contract Manager: Christopher Palmer
Phone: 508-362-3828 Fax: 508-362-3136	E-Mail: Christopher.Palmer@State.MA.US
Contractor Vendor Code: VC 6000194979	Phone: (617) 292-5772 Fax: (617) 292-5850
Vendor Code Address ID (e.g. "AD001"): AD 02. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CT EQE 5014 CAPECODCOMMIS1704604 RFR/Procurement or Other ID Number: BWR 2017-01 604b Water Quality Management Planning Grants
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$50,000.	
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: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Project # 2017-04. This project will develop a regional stormwater management coalition to assist Cape Cod Communities in meeting stormwater management requirements under the 2016 Small Municipal Separate Storm Sewer General Permit and the Cape Cod 208 Area Wide Water Quality Management Plan.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounes, Mary Pat Flynn, Ronald Beaty</u> Print Title: <u>Barnstable County Commissioners</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Bawa B. Wavezwa</u> Print Title: <u>Director COM Fiscal</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

CONTRACTOR LEGAL NAME (AND D/B/A): 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" (d/b/a) name, BOTH the legal name and the "d/b/a" 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/CMS for Contract Employee).

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

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

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

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-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 Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided

that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (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 Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [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. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

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

Payments Subject To Appropriation. Pursuant to [G.L. c. 29](#) § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 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 remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TJR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIIRs](#).

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

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 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 disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) 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, provided further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, 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](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "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 Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors.](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 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 any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding

any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's ["Security Policies"](#) (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L.c. 66A.

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

ATTACHMENT A SCOPE OF SERVICES

Cape Cod Stormwater Coalition 2017-04/606

I. Purpose

The Cape Cod Commission will develop a regional stormwater management entity, a “Cape Cod Stormwater Coalition” (CCSWC), to assist Cape Cod municipalities in meeting stormwater management requirements under the 2016 Small Municipal Separate Storm Sewer General Permit (MS4 permit) and the Cape Cod 208 Area Wide Water Quality Management Plan (208 Plan). Working with members of the CCSWC and coordinating this effort with the Statewide Coalition project, deliverables will include: inventory of existing resources; needs analysis; gap analysis; cost estimates for each town to meet MS4 requirements; recommendations for financing options, municipal and regional coordination, policies, best management practices (BMPs) and performance measures, Model Public Education and Outreach Plan, recommendations for building a municipal CCSWC to coordinate stormwater management, and public outreach to build public support for improving water quality through stormwater management.

Specific tasks to be completed in coordination with Statewide Coalition efforts include: 1) Inventory of existing resources; 2) Conduct a needs assessment; 3) Conduct a gap analysis; 4) Develop collaborative stormwater strategies for efficient and cost-effective stormwater management; 5) Prepare MS4 cost estimates for each town; 6) Identify possible financing approaches to help all Cape Cod municipalities achieve stable funding for stormwater management; 7) Develop recommendations for municipalities for “Incorporating Good Housekeeping and Pollution Prevention for Permittee Owned Operations”; 8) Identify policies and SOPs for cost-effective stormwater management best-suited to Cape Cod conditions, governance, and needs; 9) Identify suitable MS4 performance measures and measurable goals from the EPA menu or other sources that would benefit Cape Cod towns; 10) Prepare a “Model Public Education and Outreach Plan” and 11) Provide Recommendations for a Regional Stormwater Framework and Cape Cod Stormwater Coalition (CCSWC).

II. Scope of Services

The Scope of Services for this Contract shall consist of the tasks and deliverables as outlined below and in the Grantee’s proposal dated March 23, 2017. In order for a deliverable to be complete under the Contract, the deliverable must be done in accordance with the Contract specifications (and the Contract schedule). Deliverables must be approved by the Department and otherwise satisfy the Contract provisions, as determined by the Department. The scope of services shall consist of the following tasks.

Task 1. Inventory of Existing Resources and Needs Assessment.

Subtask 1.1. Inventory of existing resources. The Grantee will develop an inventory of existing municipal, regional, state and federal resources for addressing MS4 and 208 Plan mandates as a foundation for conducting subsequent tasks (needs analysis, gap analysis, recommendations for resource development, etc.). Resources and tools from EPA (e.g., Opti-Tool, BMP Accounting Tracking Tool, cost estimation spreadsheets, IDDE timeline, low impact development (https://www3.epa.gov/region1/npdes/stormwater/MS4_MA.html)), MassDEP(<http://www.mass.gov/eea/agencies/massdep/water/wastewater/stormwater.html#>

8 and <http://www.stormwatercenter.net/>), and existing regional stormwater coalitions will be utilized. The Grantee will also utilize information already collected by the Association to Preserve Cape Cod (APCC) and the Cape Cod Commission (e.g. existing bylaws on Cape Cod relating to stormwater, summary of stormwater collaboratives in Massachusetts, MS4 outreach materials, MS4 checklist, etc.) which are hosted at the Cape Cod Stormwater Management Resource Hub (“Cape Cod Stormwater Hub”, a stormwater webpage created for the Cape Cod Stormwater Managers (<https://capecodstormwater.wordpress.com/>)). Additional information will be collected by the Grantee from town, county, and other regional, state and federal agencies and resources. Examples of information to be collected include but are not limited to: municipal stormwater costs and budgets, municipal needs, existing county models for regional resource-sharing (e.g., county dredge, county lab, regional procurement processes, AmeriCorps, Senior Environment Corps, etc.), potential resources from educational institutions (e.g., Cape Cod Community College, others), financing options, financing approaches used by existing stormwater utilities in MA and resources, and products from other stormwater coalitions. Information will be collected via phone interviews, website searches, email, and in-person interviews of local officials as feasible. The information collected will be assembled into a draft and final inventory of existing resources.

Deliverables:

- 1) Draft and final reports in Word (and Excel as appropriate) describing inventory;
- 2) Electronic copies of all reports, material collected from websites, emailed documents, and notes from interviews; and
- 3) Deliverables to be posted to the Cape Cod Stormwater Hub.

Subtask 1.2. Conduct needs assessment. The Grantee will define municipal and regional needs to address all six Minimum Control Measures (MCMs) and Impaired Waters requirements under the MS4 permit and identify cross-cutting needs within the 208 Plan where MS4 compliance will also address 208 requirements. Building on the results of subtask 1.1, the Grantee will collect any additional information needed to evaluate needs and will then compare municipal and regional stormwater management needs to meet the MS4 permit with municipal needs to address 208 requirements. Examples of needs may include but are not limited to, stormwater operation and maintenance (O&M) equipment, bylaws, sustainable financing to manage stormwater, governance structures, labor to monitor illicit discharges, funding to support stormwater monitoring and sample analysis, and O&M implementation.

Deliverables:

- 1) Draft and final reports in Word (and Excel as appropriate) describing results, in hard copy and electronic formats.

Task 2. Conduct gap analysis. The Grantee will conduct a gap analysis of needs versus existing resources, as those existing resources can be independently obtained or as they are reported out by the towns, to identify what resources and tools will be needed by all Cape Cod towns to comply with the MS4 Permit and 208 Plan. The results of subtasks 1.1 and 1.2 will be used to compare and evaluate what requirements of the MS4 Permit and 208 Plan are not addressed by existing resources and tools, or are not adequately addressed. The resulting gaps will be identified and used to develop guidance to inform the next task to develop collaborative stormwater strategies and recommendations.

Deliverables:

- 1) Draft and final reports in Word (and Excel as appropriate) describing results, in hard copy and electronic formats.

Task 3. Develop collaborative stormwater strategies for efficient and cost-effective stormwater management. The Grantee will utilize the results of the gap analysis to develop a suite of actions that can be taken by the Coalition that will enable towns to manage stormwater and meet MS4 and 208 requirements in a cost-effective and efficient manner that addresses gaps. The Grantee will update existing resources or develop new resources and tools to help towns address MS4 requirements. This task will also identify Good Housekeeping and Pollution Prevention opportunities for permittee-owned operations to improve stormwater quality before it enters infrastructure. Subtasks and deliverables are described below, but as the gap analysis will inform the exact subtasks, some subtasks may be revised.

Subtask 3.1. Prepare MS4 cost estimates for each town. Using the appropriate EPA cost estimation spreadsheets for communities and cost information collected from towns, the Grantee will prepare specific MS4 cost estimates for each MS4 community and note where MS4 compliance actions also meet 208 requirements. The Grantee shall consult with the Connecticut River Stormwater Committee which has already completed similar work for Connecticut River towns as they proceed with this task.

For non-MS4 communities, cost estimates for stormwater management to help meet 208 requirements will be developed. The cost estimates for each town will be compared and summarized to develop a Cape-wide comparison of estimated MS4 costs, and 208 Plan costs. Analysis may be conducted to compare parameters, evaluate common costs such as staffing and equipment needs, O&M costs, infrastructure value, repair costs, identify special features (e.g., environmental justice areas, protected areas), or other parameters to be determined.

Deliverables:

- 1) Draft and final reports in Word and Excel describing results (e.g., cost estimates for each town), in hard copy and electronic formats.

Subtask 3.2. Identify possible financing approaches to help all Cape Cod municipalities achieve stable funding for stormwater management. To complete this key subtask, the Grantee will use the cost estimates from subtask 3.1. to compare and evaluate possible financing approaches to help municipalities meet their MS4 and 208 requirements. Approaches to be considered may include but are not limited to: regional procurement processes to reduce costs; inter-municipal agreements; equipment-sharing; creation of stormwater fees and/or stormwater utilities; or integrated water resource management that addresses integrated management of stormwater, drinking water, and wastewater.

Deliverables:

- 1) Draft and final reports in Word and Excel describing results, in hard copy and electronic formats.

Subtask 3.3. Develop recommendations for municipalities for “Incorporating Good Housekeeping and Pollution Prevention for Permittee Owned Operations”. Municipal properties and roads not only generate stormwater runoff but also receive runoff from adjacent non-municipal properties. This means that all contributors share the responsibility for reducing stormwater pollution on municipal properties. Effective pollution prevention measures that

target both sources of runoff will help Cape towns to reduce pollution before stormwater enters the piping system, thus reducing the amount of end-of-pipe stormwater treatment and reducing costs. Cape Cod has already taken steps to address nutrient pollution through a regional Fertilizer District of Critical Planning Concern (DCPC) that applies to the entire Cape and which limits fertilizer use to reduce nutrient loading to water and groundwater. MassDEP and EPA have produced stormwater outreach materials related to Good Housekeeping and Pollution Prevention, some of which has been collected in the Cape Cod Stormwater Hub (<https://capecodstormwater.wordpress.com/>). The Grantee will use these materials and the results of the Gap Analysis to develop recommendations for outreach strategies and materials for municipalities to incorporate Good Housekeeping and Pollution Prevention practices to reduce pollutants in runoff before it enters their properties.

Deliverables:

- 1) Draft and final Word report (and Excel document if suitable) describing results and recommendations, outreach strategies, outreach materials and tools for Towns to incorporate Good Housekeeping and Pollution Prevention measures.

Subtask 3.4. Identify policies and SOPs for cost-effective stormwater management best-suited to Cape Cod conditions, governance, and needs. The Grantee will identify policies and SOPs for cost-effective stormwater management best-suited to Cape Cod conditions, governance, and needs. Examples include ordinances, bylaws, regulations and best management practices for addressing the MS4 MCMs. These will take into account the Cape's unique geology, hydrology, sole-source aquifer, impaired waters, neighborhood character, and other Cape-specific considerations and needs. These deliverables will build upon existing recommendations developed under the 208 Plan.

Deliverables:

- 1) Draft and final MS Word document (and Excel document if suitable) describing policies and SOPs for cost-effective Cape-relevant stormwater management.

Subtask 3.5. Identify suitable MS4 performance measures and measurable goals The Grantee will identify suitable MS4 performance measures and measurable goals from the EPA menu or other sources that would benefit Cape Cod towns for stormwater BMPs utilized by Cape towns. The Grantee will identify MS4 performance measures and measurable goals that towns can use to evaluate stormwater management performance and efficacy, suited to Cape Cod conditions (e.g., soils, watershed problems, and governance). The Grantee will work with the Statewide Stormwater Coalition, APCC, the Commission, the Cape Cod Stormwater Managers Group and partners to identify and recommend relevant measures and goals.

Deliverables:

- 1) Provide list of BMPs for which goals were developed.
- 2) Draft and final reports in MS Word (and Excel if needed) describing suitable performance measures and measurable goals for stormwater BMPs utilized by Cape towns

Subtask 3.6. Prepare a "Model Public Education and Outreach Plan". The Grantee will develop a "Model Public Education and Outreach Plan" that towns can customize and use to meet their MS4 requirements of Section 2.3.2 as well as 208 Plan requirements. The Grantee

will work with the Statewide Stormwater Coalition, APCC, the Commission and partners to develop a plan, utilizing model outreach plans from other watershed programs. The Grantee will incorporate 208 Plan outreach elements that dovetail with MS4 outreach requirements.

Deliverables:

- 1) Draft and final "Model Public Education and Outreach Plan" in MS Word in hard copy and electronic formats for towns to customize and use to meet their MS4 public education and public involvement requirements, impaired waters requirements, and 208 Plan requirements.

Subtask 3.7. Recommendations for a Regional Stormwater Framework and Cape Cod Stormwater Coalition (CCSWC). The Grantee will gather all the project findings and recommendations and, with input from Statewide and local Coalition partners, produce a report that provides recommendations for a regional stormwater management framework and a CCSWC that will help to guide regional stormwater management to meet cost and environmental goals. The report will be utilized to plan next steps to help towns meet their MS4 and 208 Plan requirements and to build and maintain the CCSWC.

Deliverables:

- 1) Draft and final reports in MS Word (and Excel if necessary) in hard copy and electronic formats suitable for posting to the Cape Cod Stormwater Hub website and sharing with CCSWC, partners, other stormwater collaboratives, members of the public and decision makers.

Task 54 Reporting and Project Oversight

The Grantee will submit the following deliverables to MassDEP in accordance with the Milestone Schedule in Attachment C:

- 4a:** Quarterly progress reports will be submitted to the 604(b) Project Officer. Quarterly reports must be submitted by email in a format compatible with the Department's software (MS Word unless otherwise specified). These reports must contain a summary of all work completed, by task and as a percentage of each task completed, during the reporting period; and planned activities for the next quarter.
- 4b:** The Fiscal Reporting Cover Sheet, Invoices, Attachment for DMBE/DWBE Reporting, and Match Certification forms should be signed by the authorized signatory, scanned, and submitted via email to the Department's Contract Manager. Hard copies are not required. Supporting documentation can also be submitted via email to the Department's Contracts Manager.
- 4c:** Quarterly reports described above must be submitted to the Department within 15 days following the end of the reporting quarter (i.e.; by January 15th, April 15th, July 15th and October 15th of each year).
- 4d:** A draft final report shall be submitted to the 604(b) Project Officer for review and comment at least two (2) months prior to the contract end date. This report must include a description of all activities undertaken as part of the project and a summary of the project.

4e: Four (4) complete hard copies of the final report and six (6) CDs with electronic versions of the final report will be submitted to the Department by the project end date. The **electronic report shall be authored in MS Word** and then converted to tagged PDF files for compatibility with the Department's internet web site. CDs should include both Word and PDF versions of the report and other project deliverables as appropriate.

Any files that are intended for publication on the MassDEP web site must comply with accessibility guidelines found at www.mass.gov/accessibility

4f: An Acknowledgment of Support must be made in connection with the publishing or Internet posting of any material based on or developed under this Agreement. The acknowledgment will be in the form of a statement substantially as follows: "This project has been financed with Federal Funds from the Environmental Protection Agency (EPA) to the Massachusetts Department of Environmental Protection (the Department) under a s. 604(b) competitive grant. The contents do not necessarily reflect the views and policies of EPA or of the Department, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

4g: Prior written approval from the Department is required before material derived from the deliverables received under this Agreement is presented for publication or posted on the internet.

4h: Statements to the press are authorized as long as proper acknowledgment is given to the Department and EPA.

Deliverables:

- 1) Quarterly progress and fiscal reports.
- 2) Draft and Final Report.

III. Method of Compensation under the Contract

1. The method of compensation under the Contract will be cost reimbursable based on the Contractor's completion of the deliverables listed in the Scope of Services (Section II) as approved by Department and in accordance with the Contract, up to **\$50,000**.
2. The Department shall retain ten percent (10%) of the total maximum obligation for the Contract or the final invoice submitted by the Contractor, whichever is greater, until all Contract provisions are satisfied and final products are delivered and accepted by the Department. This 10% retainage (**\$5,000**) shall be reflected on each invoice submitted by the Contractor and will be cumulative.
3. The DMBE and DWBE goals for this project are \$3,535.05 (3.4%) and \$3,950.94 (3.8%), respectively. **All Invoices submitted for this project shall also include a P.V. Attachment for Reporting DMBE/DWBE Activity.**

IV. Duration of the Contract

The expected overall duration of the Contract is from on or about **September 1, 2017** through **June 30, 2019** (approximately 22 months) plus an option to renew twice for one year each time.

The Department retains the option to modify or extend this Contract for another two years depending on the needs of the Department and the availability of funding.

V. Additional Contract Conditions

1. All materials, software, maps, reports and other products produced through this contract shall be considered in the public domain and thus available at the cost of production. If GIS products are produced, a copy of any spatial data developed and full meta-data documentation must be provided as part of the project deliverables. A template for meta-data documentation is available from MassGIS. Data should be provided in either an ESRI file geo-database or shapefile.
2. All surface water quality or quantity data or other assessment data collected under this contract shall be submitted to the Watershed Planning Program following the external data submittal requirements provided at:
<http://www.mass.gov/eea/agencies/massdep/water/watersheds/external-data-submittals-for-the-wpp.html>.

The data submittal should include: a cover letter, data files containing the data elements described in the data submittal template, a statement of data integrity, and an electronic copy of the approved QAPP/SOP for the data being submitted. Electronic data files and related information can be sent via email to the DWM-WPP at: WQData.Submit@state.ma.us. For regular mail delivery (e.g., CD), data can be sent to the following address:

**External Data Coordinator
Massachusetts Department of Environmental Protection
Division of Watershed Management-Watershed Planning Program
8 New Bond St., Worcester, MA 01606**

3. During the project, title to any and all real and personal property, equipment and accessories purchased and used for the project scope of work and funded in whole or part by this contract shall be in the name and control of the Grantee.
4. After termination of the project, the manner of use and disposition of any equipment and accessories purchased and used for the project and funded in whole or part under this contract shall be determined by the Department.
5. Grantees must immediately notify the Department if the loss or reassignment of any key employee or subcontractor identified in the proposal, and the Department requires that a replacement employee or subcontractor be assigned within 60 days. The Department reserves the right to terminate the contract if the Grantee fails to replace a key employee or subcontractor within this time frame or the substitute appropriately qualified key employee.
6. Materials distributed, whether funded wholly or in part, whether printed or distributed in digital form, must contain the following acknowledgement: *"This project has been financed partially with Federal Funds from the Environmental Protection Agency (EPA) to the Massachusetts Department of Environmental Protection (the Department) under a s. 604(b) Water Quality Management Planning Grant. The contents do not necessarily reflect the views and policies of EPA or of the Department, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."*

7. Prior written approval from the Department is required before materials derived from the deliverables received under this contract are presented for publications.
8. Any changes to the contract scope of work or budget categories must be approved in writing by the Department. Requests for contract scope or budget modifications must be submitted in writing to the 604(b) Project Officer for review and approval.
9. Statements to the press are authorized as long as proper acknowledgement is given to the Department and EPA.
10. The award of this Grant by the Department does not constitute a permit or any other approval that may be required for the implementation of the project funded by the Grant. The grantee shall timely obtain, and comply with, all federal, state and local permits and approvals required for the project.
11. Limited English Proficiency Communities: To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

**ATTACHMENT B
PROJECT BUDGET**

**Cape Cod Stormwater Coalition
2017-04/606**

<u>Expense Item</u>	<u>604b</u>	<u>Cost Share</u>	<u>Total</u>
1. SALARY			
Technical Services Director/Water Resources (\$76,100 - \$100,240)	\$2,003	\$ 3,603	\$ 5,606
Hydrologist (\$65,732 - \$82,443)	\$5,717	\$10,285	\$16,002
Deputy Director (\$92,512 - \$116,049)	\$2,602	\$ 4,681	\$ 7,283
Chief Economic Development Officer (\$69,019 - \$86,582)	\$1,355	\$ 2,440	\$ 3,795
Environmental Economist (\$69,019 - \$86,582)	\$1,276	\$ 2,295	\$ 3,571
Fringe	\$8,022	\$14,432	\$22,454
Indirect	\$9,025	\$16,236	\$25,261
Subtotal Salary, Fringe & Indirect	\$30,000	\$53,972	\$83,972
2. SUBCONTRACTORS			
APCC	\$5,000	\$0	\$5,000
Consulting Services	\$15,000	\$0	\$15,000
Subtotal Subcontractors	\$20,000	\$0	\$20,000
3. SUPPLIES (Printing, Mailing & Miscellaneous)	\$0	\$0	\$0
4. MILEAGE (\$0.45 per mile)	\$0	\$0	\$0
TOTAL	\$50,000	\$53,972	\$103,972

Method of Compensation under the Contract

- The method of compensation under the Contract will be cost reimbursable based on the Contractor's completion of the deliverables listed in the Scope of Services (Section II) as approved by Department and in accordance with the Contract, up to **\$50,000**.
- The Department shall retain ten percent (10%) of the total maximum obligation for the Contract (**\$5,000**) or the final invoice submitted by the Contractor, whichever is greater, until all contract provisions are satisfied and final products are delivered and accepted by the Department. This 10% retainage shall be reflected on each invoice submitted by the Contractor and will be cumulative.
- The DMBE and DWBE goals for this project are \$3,535.05 (3.4%) and \$3,950.94 (3.8%), respectively. **All invoices submitted for this project shall also include a P.V. Attachment for Reporting DMBE/DWBE Activity.**

**ATTACHMENT C
PROJECT MILESTONE SCHEDULE**

**Cape Cod Stormwater Coalition
2017-04/606**

PROJECT TASKS AND DELIVERABLES:	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Inventory of Existing Resources	Task 1.1	x	x	x	x																	
Needs Assessment	Task 1.2				x	x	x	x														
Gaps Analysis	Task 2						x	x	x	x												
MS4 Cost Estimates for each town	Task 3.1										x	x	x	x	x	x						
Financing approaches	Task 3.2										x	x	x	x	x	x						
Good Housekeeping and Poll Prevention	Task 3.3								x	x	x	x	x	x	x	x						
Policies and SOPs for Cape	Task 3.4								x	x	x	x	x	x	x	x						
Performance Measures	Task 3.5								x	x	x	x	x	x	x	x						
Public Education & Outreach Plan	Task 3.6								x	x	x	x	x	x	x	x						
Recommendations to coalition	Task 3.7							x		x						x	x	x	x			
Reports	Task 4				x				x			x			x	x	x	x	x			

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

DATE: August 24, 2017
TO: Barnstable County Commissioners
FROM: Gail Coyne, Chief Fiscal Officer
RE: New Fund Request

Your approval is requested to create a new special revenue fund for the attached agreement with the MA Department of Environment Protection in the amount of \$30,000

Thank you for your consideration.

Leo Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner

Date

**The Massachusetts Association of Health Boards (MAHB)
Agreement for Services
Public Health Emergency Preparedness Programming**

This Agreement, effective as of July 1, 2017, is by and between the Massachusetts Association of Health Boards (doing business at 56 Taunton St., Plainville MA 02762), hereinafter called MAHB and Barnstable County – Cape Cod and the Islands-Public Health Emergency Preparedness Coalition hereinafter called the “Subcontractor”.

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and

Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Department of Public Health approved scope of work/work plan.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

The funding for the services is provided by a grant from the Massachusetts Department of Public Health and the agreement is wholly dependent on the availability of funds from this source.

ARTICLE 2 - SERVICES of the SUBCONTRACTOR

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for BP1.

ARTICLE 3 – TIME of PERFORMANCE

The time period covered under this agreement is July 1, 2017 through June 30, 2018. (BP1) This Agreement may be extended by mutual consent of the parties.

ARTICLE 4 - RESPONSIBILITIES of MAHB

The MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from DPH and CDC, including any background information.

ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR

The Subcontractor's payments will be disbursed in five allotments upon receipt of funds from DPH. Payments one through four will be consistent with the funding allocated in each quarter of the BP1 approved budget. The final payment will be based on projected year end expenses. Any unused funds must be returned to MAHB within 20 days of the contract agreement end date of June 30, 2018. A signature of this agreement by both parties is needed before the initial payment will be made.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889) and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP1, and must be obligated by June 30, 2018.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed \$141,895.58. If additional funds become available, the budget may be amended, as described in Article 8.

ARTICLE 6 - OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

ARTICLE 7 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - ASSIGNABILITY

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 – NON DISCRIMINATION

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

ARTICLE 12 – INDEMNITY

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any

way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any sub-consultants employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such sub-consultant, such sub-consultant's agent or employee, or any person, as the result of such Subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor and Subconsultant shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor or Subconsultant under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 13 – INSURANCE REQUIREMENTS

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a "fixed asset report" to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Manual for Budget Period 1 for the definition of "fixed assets".
- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

ARTICLE 15 – CONFIDENTIALITY STATEMENT

The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health. Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

ARTICLE 16 - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor: Barnstable County – Cape Cod and the Islands – Public Health Emergency Preparedness Coalition

_____ Date _____

Title County Commissioners

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS:



Marcia Benes, Executive Director

Date _____

Region 5 HMCC
ADDENDUM TO AGREEMENT FOR SERVICES - : Barnstable County – Cape Cod and the Islands – Public
Health Emergency Preparedness Coalition
Attachment A

1. Subcontractor agrees to submit quarterly expense reports and proof of completed deliverables to MAHB by the following dates:
 - Quarter 1 – October 2, 2017
 - Quarter 2 – January 1, 2018
 - Quarter 3 – April 2, 2018
 - Quarter 4 – July 5, 2018

Expense reports must be based on actual expenditures, not on funds pushed out to other entities, and must be accompanied by backup documentation (copies of invoices, receipts, mileage logs, etc.) for any direct costs (i.e. any expense other than salary and wages).

2. Subcontractor agrees to submit a budget for any funds given directly to a community (a.k.a. mini-grants) to MAHB before approving a community’s proposal. For any item that was not approved by MDPH as part of the budget approval process, the subcontractor agrees to submit a “Sponsoring Organization/Host Agent Equipment Purchase Request Form” to MAHB before making the purchase.
3. Amendment requests, if necessary, are due to MAHB by the following dates:
 - 1st Budget Modification: August 18, 2017
 - 2nd Budget Modification: November 17, 2017
 - 3rd and Final Budget Modification: February 9, 2018
4. Subcontractor agrees to limit indirect expenses to no more than 15% of its total annual allocation.
5. Subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions.
6. Subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.
7. Subcontractor will submit a “Fixed Asset Report” to MAHB by June 15, 2018. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Management Manual for Budget Period 1 for the definition of “fixed asset.”

8. If the subcontractor intends to further subcontract its work, the subcontractor agrees to the following:

- Subcontractor will execute an agreement with its subcontractor, which contains the following:
 - i. Language that the subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions
 - ii. Language that the subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management
 - iii. A scope of work tied to the subcontractor's work plan.
- Subcontractor will submit to MAHB a "Subcontractor Identification Form," resumes, and a justification demonstrating how the subcontract rate was calculated.

Authorized Signatory

Date

Print Name

Title

Leo Cakounes, Mary Pat Flynn, Ronald Beaty

County Commissioners



B A R N S T A B L E C O U N T Y

Resource Development and AmeriCorps Cape Cod

P.O. Box 427
Barnstable, MA 02630
Quan Tobey
(508) 375-6965 phone



DATE: August 22, 2017

TO: County Commissioners

FROM: Quan Tobey

SUBJECT: New Fund Memo for PHEP grant to Dept. of Health & Environment

Barnstable County and the Department of Health and Environment has received a new Public Health Emergency Preparedness (PHEP) grant in the amount of \$141,895.58 from the MA Association of Health Boards (MAHB).

Please sign below so the Finance Department may establish a new fund for this grant. The contract is attached for your reference. This grant will support the Cape Cod Medical Reserve Corps with funding for salary and fringe, supplies, trainings and contractual services.

Respectfully submitted,

A handwritten signature in blue ink that reads "Quan Tobey".

Quan Tobey

Leo Cakounes
County Commissioner

Mary Pat Flynn
County Commissioner

Ron Beaty
County Commissioner

Date

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, *the holder of a mortgage*

By **Marianne Mann**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **April 18, 2007**

recorded with the **Barnstable County Registry of Deeds Book 20023 Page 19**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of August 2017*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of August 2017, before me, the undersigned notary public personally appeared _____

and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: