

AGENDA PACKET

06/13/18 REGULAR MEETING

AGENDA ITEM 5A

Approval of Minutes: Regular Meeting of June 6, 2018

AGENDA ITEM 6A

Preliminary discussion on the creation of a Financial Management Team within Barnstable County government

AGENDA ITEM 6B

Discussion on a three-year Strategic Plan for Barnstable County (NO DOCUMENTS)

AGENDA ITEM 6C

Ordinance 18-09, Transferring funds in the amount of \$185,000.00 from the Special Projects Reserve Fund, to provide for a grant to promote regional clean water efforts

BARNSTABLE COUNTY

In the Year Two Thousand Eighteen

Proposed Ordinance 18-09

The Cape Cod Regional Government, known as Barnstable County, hereby ordains;

To provide funding for a grant to promote regional clean water efforts, by a transfer and appropriation from the Special Projects Reserve Fund in the Fiscal Year two-thousand and eighteen.

Section 1.

Based on the availability of funds and subject to the policies and procedures set forth by the Board of Regional Commissioners for grants awarded from the Special Projects Reserve Fund, the sum set forth in Section 1 is hereby appropriated as a grant to the Cape Cod Commission for the purpose of funding water quality monitoring. Said funds shall be derived from the Special Projects Reserve Fund.

<u>Budget #</u>	<u>Sub-Program</u>	<u>Group</u>	<u>\$ Amount</u>
2284	Contract Services	2	\$185,000
	TOTAL SUPPLEMENTAL APPROPRIATION		\$185,000

Adopted by the Assembly of Delegates on June 6, 2018



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

Leo Cakounes
Chairman

Ronald Beaty
Vice Chairman

Mary Pat Flynn
Commissioner

AGENDA ITEM 8A

Authorizing the execution of an amendment to a contract for a grant, in the amount of \$120,000.00 to the Cape Cod Commission, by the he Federal Highway Administration (FHWA) through the Massachusetts Department of Transportation, for a Bike Rack Program, extending the period of the agreement from June 30, 2018 until December 31, 2018

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). 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: County of Barnstable (and d/b/a):	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4,T&C): P.O. Box 368, Barnstable, MA 02630-0368	Business Mailing Address: 10 Park Plaza, Room 4150, Boston, MA 02116
Contract Manager: Lev Malakhoff	Billing Address (if different):
E-Mail: lmalakhoff@capecodcommission.org	Contract Manager: Gabriel Sherman
Phone: 508.744.1229 Fax: 508.362.3136	E-Mail: Gabriel.Sherman@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 857.368.8866 Fax: 857.368.0639
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): 92407 RF/Procurement or Other ID Number:
<input 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 checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: June 30, 2018 Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" 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 MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT 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 MassDOT/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), \$120,000.	
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); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of this contract is to provide Barnstable County's fifteen municipalities and other governmental agencies with the opportunity to install modern bicycle parking infrastructure on public property within the region at a reduced cost. This six month time extension will allow for additional bike racks to be purchased and installed.	
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 and MassDOT from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of December 31, 2018 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a 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 MassDOT 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: Leo Cakounes, Ronald Beaty, Mary Pat Flynn Print Title: Barnstable County Commissioners	AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: David J. Mohler Print Title: Executive Director

MASSDOT 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 MassDOT [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 MassDOT [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

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posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT [Terms and Conditions](#) has been executed by the Contractor 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

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 and MassDOT'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 and MassDOT 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 Department/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:

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

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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 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 and MassDOT 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 and MassDOT have 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](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

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/MassDOT 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/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, 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/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT 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, sec. 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 MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT 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/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

MASSDOT STANDARD CONTRACT FORM



infringement under Section 11 nor the Commonwealth's/MassDOT'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 or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. 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 or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or 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 MassDOT 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 MassDOT 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 subcontractors, 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, MassDOT and 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/MassDOT. 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 and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT'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.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

CONTRACT AMENDMENT

May 2, 2017

Cape Cod Commission (County of Barnstable)
3225 Main Street
Barnstable, MA 02630

Contract Number: 92407
Action Item Date: May 2, 2017
Action Item Number: 1



Dear Lev Malakhoff:

Enclosed is a signed copy of your contract amendment with the Massachusetts Department of Transportation (MassDOT) – Planning and Enterprise Services.

This amendment is for both a fund increase in the amount of \$70,000.00 and for an extension of the project's completion date to June 30, 2018—allowing additional time and increased funding to complete the installation of a modern bicycle parking infrastructure on public property within the Barnstable County region at a reduced cost.

This amendment is regarding the Cape Cod Commission Bicycle Parking Program.

Please insert this amendment into the original agreement.

Sincerely,

James E. Costello
Director of Contracts and Records

cc: Fiscal
Contracts and Records

E-mail:
Gabriel Sherman, Planning
Lee Ann Wilson, Planning

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). 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: County of Barnstable (and d/b/a):	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4, T&C): 3795 Main Street Barnstable, MA 02630	Business Mailing Address: 10 Park Plaza, Room 4150, Boston, MA 02116
Contract Manager: Lev Malakhoff	Billing Address (if different):
E-Mail: lmalakhoff@capecodcommission.org	Contract Manager: Gabriel Sherman
Phone: 508.744.1229 Fax: 508.362.3136	E-Mail: Gabriel.Sherman@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 857.368.8866 Fax: 857.368.0639
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF00X02010 H0092407 RF/Procurement or Other ID Number: 0092407
<input 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 checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2017</u> . Enter Amendment Amount: \$ <u>70,000</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" 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 MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT 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 MassDOT/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 new Total if Contract is being amended). \$120,000	
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of this contract is to provide Barnstable County's fifteen municipalities and other governmental agencies with the opportunity to install modern bicycle parking infrastructure on public property within the region at a reduced cost. This contract will have a time extension as well as an increase to the budget.	
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 <u> </u> , 20 <u> </u> , 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 <u> </u> , 20 <u> </u> , 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 and MassDOT from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2018</u> , 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 MassDOT 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: <u>[Signature]</u> Date: <u>04/12/17</u> (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 MassDOT: X: <u>[Signature]</u> Date: <u>04/19/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David J. Mohler</u> Print Title: <u>Executive Director</u>



U.S. Department
of Transportation
**Federal Highway
Administration**

Massachusetts Division

March 2, 2017

55 Broadway, 10th Floor
Cambridge, MA 02142
(617) 494-3657 (phone)
(617) 494-3355 (fax)
www.fhwa.dot.gov/madiv

In Reply Refer To:
HDA-MA

David J. Mohler
Executive Director
Office of Transportation Planning
Massachusetts Department of Transportation
10 Park Plaza, Room 4150
Boston, MA 02116-3969

Subject: Cape Cod Bike Rack Program

Dear Mr. Mohler,

Thank you for your letter dated February 17, 2017 which submitted an increased scope and budget for the Cape Cod Bike Rack Program. The project will continue to use CMAQ funding to provide Cape Cod municipalities the opportunity to install modern bicycle parking infrastructure on public property. The expanded scope will increase the budget by an additional \$80,000 and extend the completion date to June 30, 2018. We have reviewed the implementation process for the existing contract and did not identify any concerns that would prevent this modification.

The proposed increase is consistent with the existing agreement and we hereby approve it. Please contact me or Jason Dvelis at (617) 494-2702 if you have any questions.

Sincerely,

Kenneth S. Miller, P.E.
Assistant Division Administrator

cc: Gabriel Sherman, MassDOT MPO Liaison



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

February 17, 2017

Mr. Jeff McEwen
Division Administrator
Federal Highway Administration
55 Broadway, 10th Floor
Cambridge, Massachusetts 02142

Dear Mr. McEwen:

I am requesting your approval of the scope of work and budget for an amendment to the Cape Cod Commission's Bike Rack Program contract. This project is funded through the 2017 – 2021 Cape Cod Transportation Improvement Program. Attached to this letter is the scope of work and budget request, which will be used to amend the existing contract between MassDOT and the Cape Cod Commission.

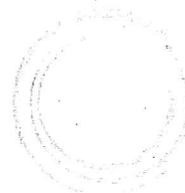
The amended CCC Bike Rack Program will continue to provide Barnstable County's fifteen municipalities and other governmental agencies such as the Cape Cod Regional Transit Authority, the Massachusetts Department of Conservation and Recreation, and the Cape Cod National Seashore with the opportunity to install modern bicycle parking infrastructure on public property within the region. The proposed contract amendment would add \$80,000 to the existing contract and extend the completion date until June 30, 2018.

Your approval of the CCC Bike Rack Program scope and budget is respectfully requested. If you have any questions, please contact Gabriel Sherman of my staff at (857) 368-8866.

Sincerely,

David J. Mohler
Executive Director
Office of Transportation Planning

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



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

CAPE COD
COMMISSION

November 21, 2016

Mr. David Mohler
Executive Director
Massachusetts Department of Transportation
10 Park Plaza, Suite 4150
Boston, MA 02116-3973

Attention: Gabriel Sherman

RE: Cape Cod Commission Bike Rack Program, Contract #92407

Dear Mr. Mohler,

The Cape Cod Commission is requesting a contract amendment for the Cape Cod Commission Bike Rack Program (contract #92407) to extend the period of performance until June 30, 2018 and to increase the contract amount by \$80,000 to the new total of \$120,000.

During the first year of the Bike Rack Program, the Commission has reached out to Barnstable County's fifteen municipalities to offer them the opportunity to purchase and install modern bicycle parking infrastructure on public property at a reduced cost. To date, we have allocated \$37,214.70 of the original \$40,000 budget and we would like to continue the program in federal fiscal year 2017. As you may know, the Cape Cod 2017-2021 Transportation Improvement Program, endorsed by the Cape Cod Metropolitan Planning Organization on August 1, 2016, has allocated \$100,000 for the Cape Cod Bicycle Rack Program in FFY2017: \$80,000 from the Congestion Mitigation and Air Quality Improvement funds and \$20,000 in local in-kind match (shipping and bike rack installation costs).

The Commission has been recently contacted by several public schools on Cape Cod indicating their interest in the Bike Rack Program. We would like to offer this opportunity to all public schools on Cape Cod but the unallocated funds under the existing Bike Rack Contract are limited. The requested contract amendment would allow us to continue the program without interruption and to approve all qualified applications from Cape Cod's school districts. The Cape Cod Commission Bike Rack Program would supplement the Massachusetts Safe Routes to School Program, administered by MassDOT, and included in the Cape Cod 2017 Unified Planning Work Program under Task 2.7.



Please contact me if you have any questions or need additional information to process this request.

Sincerely,



Glenn Cannon
Director of Technical Services

CC: Lee Ann Wilson, MassDOT Director of Administration and Finance.

Enclosures:

1. Revised Bike Rack Program Scope of Work
2. Revised Budget

Cape Cod Commission Bike Rack Program - Scope of Work

November 29, 2016

Purpose:

To provide Barnstable County's fifteen municipalities and other governmental agencies such as the Cape Cod Regional Transit Authority, the Massachusetts Department of Conservation and Recreation, and the Cape Cod National Seashore with the opportunity to install modern bicycle parking infrastructure on public property within the region at a reduced cost.

Program Summary:

The Cape Cod Commission Bike Rack Program provides full reimbursement of the cost of purchasing bicycle racks and associated equipment, excluding shipping and installation costs. Installation and shipping costs are borne by the eligible applicants as part of the local match funding mechanism. The Massachusetts Department of Transportation (MassDOT) and the Federal Highway Administration (FHWA) will provide program funding through the Cape Cod Commission. Cape Cod Commission staff will identify specific racks that meet minimum standards for secure and safe parking and bicycle repair equipment that is resistant to vandalism. Eligible applicants may then order Commission-approved racks and repair equipment through the approved vendors. Application submittals for Commission staff approval will include summary characteristics of proposed locations (e.g., near schools, libraries, etc.).

Program Budget:

The Cape Cod Commission Bike Rack Program is funded in the amount of \$120,000 through the Cape Cod Metropolitan Planning Organization's Transportation Improvement Program using federal Congestion Mitigation and Air Quality (CMAQ) funds.

CMAQ Background:

The Congestion Mitigation and Air Quality Improvement (CMAQ) program was established by federal transportation legislation in 1991. The CMAQ program provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, or particulate matter-nonattainment areas-and for areas that were out of compliance but have now met the standards-maintenance areas.

The CMAQ program supports two important goals of the Department of Transportation: improving air quality and relieving congestion. This program was particularly designed to help States and metropolitan areas meet their Clean Air Act obligations in nonattainment and maintenance areas and to prevent areas from falling into nonattainment.

One of the identified eligible CMAQ activities is to provide non-recreational bicycle transportation and pedestrian improvements that provide a reduction in single-occupant vehicle travel.

(source: Federal Highway Administration)

Participation:

All 15 municipalities in the Cape Cod region, and other government agencies such as the Cape Cod Regional Transit Authority, the Massachusetts Department of Conservation and Recreation and the Cape Cod National Seashore are eligible to participate in the Bike Rack Program. An informational email will be distributed to the eligible applicants to announce the second year of the program in early 2017. Periodic updates will be provided regarding remaining funding levels and program timeline. Applications will be due by close of business on March 31, 2017. Should the aggregate total of requested funds exceed \$120,000, the amount of equipment allocated to each applicant will be adjusted roughly proportional to each community's percentage population. In cases whereby a municipality and another agency have proposed locations that in total exceed that municipality's allocation, the non-municipality agency's allotment would be reduced first. In cases where multiple agencies' proposals in total exceed a municipality's allocation, priority would again be given to a municipality's request, followed by the non-municipality agencies in order of application date.

Selection of Bicycle Equipment Vendors:

The Cape Cod Commission will select responsible vendors by obtaining quotes from the contractors on the Massachusetts statewide contract number FAC79 (please see attached Contract User Guide and Contractor Listing). Request for Proposals will be issued if Commission staff does not receive qualified quotes in response to the Commission's Request for Quotes from the statewide contract vendors.

Reimbursement Process:

Eligible applicants will place their pre-approved orders with the selected vendors and will be responsible for paying the vendors' invoices in full. Equipment purchased through the program must be installed in order to be eligible for reimbursement. Applicants will submit reimbursement invoices to the Cape Cod Commission.

Reimbursement invoices must include:

1. Signed Reimbursement Eligibility Form (Form #5)
2. Bike Equipment Reimbursement Form (Form #6)
3. Installation Locations Form (Form #7)
4. Photographs of the bike equipment locations before and after the installation
5. Copies of vendors' itemized invoices

The Cape Cod Commission will submit invoices to Massachusetts Department of Transportation on a monthly basis.

Shipping & Delivery:

Shipping and installation costs are to be borne by the participating applicants in the Cape Cod region; these costs are considered the local match for the program. Vendors must ship products to the address provided by the applicant. Vendors shall not require minimum quantities in order for applicants to participate. Deliveries are to be completed during normal business hours. Receipt of deliveries must be acknowledged by signature of buyers' authorized representative. Vendors may not require customers to pick up purchases.

Timeline:

December 2016- Contract amendment execution with MassDOT. Cape Cod Commission staff to select vendors and racks by obtaining quotes from vendors on statewide contract FAC79.

January 2017- Negotiate pricing with selected vendors.

February 1, 2017- Program Announcement sent to the eligible applicants of the Cape Cod planning region.

March 31, 2017 – Deadline for eligible applicants' applications. Review of proposed locations and notification of approval to participating applicants issued by April 15, 2017.

Summer 2017 – In the event of unexpended funds, reissue notification to eligible applicants regarding the Bike Rack Program.

November 30, 2017– Deadline for initial round of applicants to submit reimbursement invoices to the Cape Cod Commission.

June 30, 2018- Program close, ensure all applicants that have elected to participate have submitted required documents.

Project Number(s)

Encumbrance Document ID			
Trans	Dept	Unit	Identification Number
CT	DOT	0805	INTF00X02016H0092407

681

4/19/2017

Funding Source

Capital Tolls Capital Tolls General Federal Grant
 Operating Tolls Operating Expendable Trust

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
61211314	P01	0805		X165014	P12		\$70,000.00
							\$70,000.00

Obligation By Fiscal Year for Multi-Year Contracts

	61211314	Total
2018	\$70,000.00	\$70,000.00
MMARS Total	\$70,000.00	\$70,000.00

Reason for Request:

Contract #: 92407

Cost Reduction %:

Vendor ID & Adress Code: VC6000194979 AD001

Current Year Savings:

Vendor Name: COUNTY OF BARNSTABLE

Contract Location:

Contract Description: The purpose of this contract is to provide Barnstable County's fifteen municipalities and other governmental agencies with the opportunity to install modern bicycle parking infrastructure on public property within the region at a reduced cost.

Report Notes:

Recommended by:

[Signature] 4-19-17
(Signature / Date)

Approved by:

[Signature] 04/19/17
(Signature / Date)

Completed by the Budget Office:

Expense Budget

Entered By:

[Signature] 4/24/17
(Signature / Date)

Approved by:

[Signature] 4/24/17
(Signature / Date)

Document Name		BARNSTABLE COUNTY BIKE PARKING PROGRAM				[1798121]
Document Description						
Document I.D.						
Code	Dept	Unit	Document Identifier	Action	Code	Department
CT	DOT	0805	INTF00X02016H0092407	Mod	MA	MA
Header / Vendor Information						
Budget FY:	2017		Document Total:			
Fiscal Year:	2017		Vendor Name:	COUNTY OF BARNSTABLE		
Period:	9		Vendor Address:	PO BOX 368	City:	BARNSTABLE
Board Award:	0092407		Vendor/Customer No.:	VC6000194979	State:	MA
Requester ID:			Address Code:	AD001		
Report Note:	Comment:					

Line #1 - Commodity Information

Commodity Code	841015010000	List Price		Description	Barnstable County Bike Parking Program-Time Extension and fund increase
Line Type	Service	Unit Price		Contract Amount	
Quantity		Service From	01/27/2016	Action (Inc/Dec)	I
Unit of Measure		Service To	06/30/2018	Inc/Dec Amount	\$70,000.00

Line #1 - Accounting Information

Event Type	PR08	Budget FY	2017	Unit	0805	Major Program	HSRBFN	Location	
Line Amount		Fiscal Year	2017	Object	P01	Program	X165014	Phase	P12
Dept	DOT	Period	9	Appropriation	61211314	Program Period	EPP	Activity	300P
Line Description	Dept Object								

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been read and observed.

X8877

Print Name: _____ Signed: *[Signature]* Title: _____ Date: 4-14-17
 Prepared by: *[Signature]* Title: _____ Date: _____
 Authorized Signatory: *[Signature]* Title: _____ Date: 4/19/17

FOR FISCAL USE ONLY

Entered By: _____ Date: _____ Verified By: _____ Date: _____
 (Initial) (Initial) (Initial)

Document Name	BARNSTABLE COUNTY BIKE PARKING PROGRAM			[1798121]
Document Description				

Document I.D.				
Code	Dept	Unit	Document Identifier	Action
CT	DOT	0805	INTF00X02016H0092407	Mod

Line #2- Accounting Information

Event Type	PR05	Budget FY	2016	Unit	0805	Major Program	HSRBFN	Location	
Line Amount		Fiscal Year	2017	Object	P01	Program	X165014	Phase	P12
Dept	DOT	Period	9	Appropriation	61211314	Program Period	EPP	Activity	300P
Line Description									

Line #3- Accounting Information

Event Type	PR05	Budget FY	2017	Unit	0805	Major Program		Location	
Line Amount		Fiscal Year	2017	Object	P01	Program		Phase	
Dept	DOT	Period	9	Appropriation	61211314	Program Period		Activity	
Line Description									

Line #4- Accounting Information

Event Type	PR05	Budget FY	2016	Unit	0805	Major Program		Location	
Line Amount		Fiscal Year	2017	Object	P01	Program		Phase	
Dept	DOT	Period	9	Appropriation	61211314	Program Period		Activity	
Line Description									

Line #5- Accounting Information

Event Type	PR08	Budget FY	2018	Unit	0805	Major Program		Location	
Line Amount	1 \$70,000.00	Fiscal Year	2017	Object	P01	Program		Phase	
Dept	DOT	Period	9	Appropriation	61211314	Program Period		Activity	
Line Description									

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY

Entered By: _____ Date: _____ Verified By: _____ Date: _____
 (Initial) (Initial)

Print Name: _____ Signed: _____ Title: _____ Date: _____
 Prepared by: _____ Phone Ext.: _____

Print Name: _____ Signed: _____ Title: _____ Date: _____
 Authorized Signatory: _____ Phone Ext.: _____

Document Name	BARNSTABLE COUNTY BIKE PARKING PROGRAM		[1798121]
Document Description			

Document I.D.			
Code	Dept	Unit	Document Identifier
CT	DOT	0805	INTF00X02016H0092407
			Action
			Mod

Barnstable County Bike Parking Program-Time
Extension and fund Increase

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

Print Name: _____ Signed: _____ Title: _____ Prepared by _____ Phone Ext.: _____ Date: _____

Print Name: _____ Signed: _____ Title: _____ Authorized Signatory _____ Phone Ext.: _____ Date: _____

FOR FISCAL USE ONLY			
Entered By:	Date:	Verified By:	Date:
(Initial)		(Initial)	

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

PARS NUMBER REQUEST

1/27/2016

REQUEST DATE

PARS NO : X165014P12

FED. AID PROJECT NO :

CM -002-S-898-X00

CONTRACT NO : C-92407

FHWA AUTH. DATE :

ACTIVITY CODES : 009-011-012-020-021-022

ADV. DATE :

TOWN/CITY : DISTRICT 5

LOCATION : Barnstable County

REMARKS : Contract 92407 The purpose of this contract is to provide Barnstable County's fifteen municipalities and other governmental agencies with the opportunity to install modern bicycle parking infrastructure on public property within the region at a reduced cost.

ANF Plan Item :

CIP Program :

FAPRO FIXED ASSETS : YES NO TBD

CANCEL :

REQUEST FOR ALLOCATION OF BOND FUNDS PRIOR TO ENCUMBRANCE

DATE

ENCUMBRANCE DOCUMENT ID

TRANS DEPT R/ORG NUMBER

AMOUNT

SECTION A:

APPROPRIATION SUB. OBJ. ORG. ACT. N/P

SECTION B: OBLIGATION BY FISCAL YEAR FOR MULTI-YEAR CONTRACTS

APPROPRIATION

TOTAL:

REASON FOR REQUEST:

CONTRACTOR / CONTR. NO:

REMARKS:

RECOMMENDED - TITLE

APPROVED - TITLE

TO BE COMPLETED BY FISCAL MANAGEMENT:

TO BE COMPLETED BY CEPO:

APPROVED:

MANAGER / DATE

EXPENSE BUDGET:

ENTERED BY / DATE

APPROVED BY:

ACCOUNT MANAGER / DATE

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

CONTRACTOR LEGAL NAME: Barnstable County on behalf of Cape Cod Commission

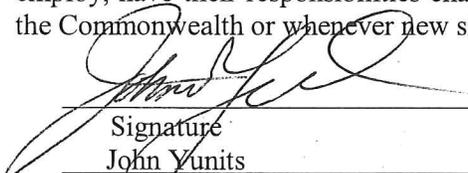
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	Chair, Barnstable County Commissioners
Mary Pat Flynn	Vice-Chair, Barnstable County Commissioners
Ronald Beaty	Barnstable County Commissioner

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



Signature
John Yunits

Print Name

Date: 4/12/17

Title: County Administrator

Telephone: 508-375-6643

Fax: 508-362-4136

Email: jyunits@barnstablecounty.org

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

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

CONTRACTOR LEGAL NAME: Barnstable County on behalf of Cape Cod Commission

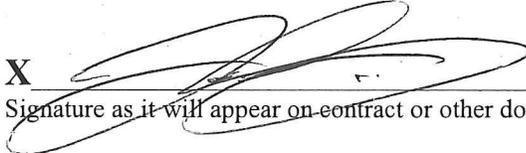
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Barnstable County Commissioners, Chair

X 

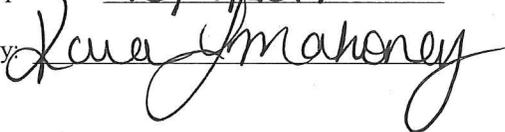
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

4/12, 20 17

My commission expires on: 10/17/2019

Signature of Notary: 

AFFIX NOTARY SEAL

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

_____, 20 _____

Signature of Corporate Clerk: _____

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

CONTRACTOR LEGAL NAME: Barnstable County on behalf of Cape Cod Commission

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Barnstable County Commissioner, Vice Chair

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

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

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

3/8, 20 17.

My commission expires on: 10/17/2019

Signature of Notary: Kara Mahoney

AFFIX NOTARY SEAL

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

_____, 20 ____.

Signature of Corporate Clerk: _____

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

CONTRACTOR LEGAL NAME: Barnstable County on behalf of Cape Cod Commission

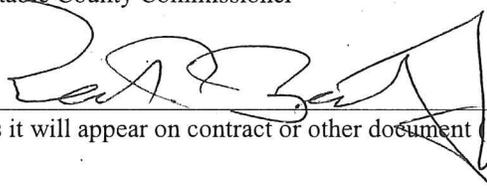
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Barnstable County Commissioner

X 

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

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

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

4/12, 20 17.

My commission expires on: 10/19/2019

Signature of Notary: Kara J Mahoney

AFFIX NOTARY SEAL

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

_____, 20 ____.

Signature of Corporate Clerk: _____

AFFIX CORPORATE SEAL

MASSDOT 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 MassDOT 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 MassDOT 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

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posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT Terms and Conditions has been executed by the Contractor 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

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 and MassDOT'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 and MassDOT 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 Department/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:

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

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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 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 and MassDOT 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 and MassDOT have 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; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

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/MassDOT 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/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, 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/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT 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 MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT 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/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

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infringement under Section 11 nor the Commonwealth's/MassDOT'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 or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. 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 or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or 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 MassDOT 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 MassDOT 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, MassDOT and 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/MassDOT. 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 and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT'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.

Cape Cod Commission Bike Rack Program - Scope of Work

December 16, 2015

Purpose:

To provide Barnstable County's fifteen municipalities and other governmental agencies such as the Cape Cod Regional Transit Authority, the Massachusetts Department of Conservation and Recreation, and the Cape Cod National Seashore with the opportunity to install modern bicycle parking infrastructure on public property within the region at a reduced cost.

Program Summary:

The Cape Cod Commission Bike Rack Program provides full reimbursement of the cost of purchasing bicycle racks, excluding shipping and installation costs. Installation and shipping costs are borne by the eligible applicants as part of the local match funding mechanism. The Massachusetts Department of Transportation (MassDOT) and the Federal Highway Administration (FHWA) will provide program funding through the Cape Cod Commission. Cape Cod Commission staff will identify specific racks that meet minimum standards for secure and safe parking. Eligible applicants may then order Commission-approved racks through the bicycle parking vendors. Application submittals for Commission staff approval will include summary characteristics of proposed locations (e.g., near schools, libraries, etc.).

Program Budget:

The Cape Cod Commission Bike Rack Program is funded in the amount of \$50,000 through the Cape Cod Metropolitan Planning Organization's Transportation Improvement Program using federal/state Congestion Mitigation and Air Quality (CMAQ) funds.

CMAQ Background:

The Congestion Mitigation and Air Quality Improvement (CMAQ) program was established by federal transportation legislation in 1991. The CMAQ program provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, or particulate matter-nonattainment areas-and for areas that were out of compliance but have now met the standards-maintenance areas.

The CMAQ program supports two important goals of the Department of Transportation: improving air quality and relieving congestion. This program was particularly designed to help States and metropolitan areas meet their Clean Air Act obligations in nonattainment and maintenance areas and to prevent areas from falling into nonattainment.

One of the identified eligible CMAQ activities is to provide non-recreational bicycle transportation and pedestrian improvements that provide a reduction in single-occupant vehicle travel.

(source: Federal Highway Administration)

Participation:

All 15 municipalities in the Cape Cod region, and other government agencies such as the Cape Cod Regional Transit Authority, the Massachusetts Department of Conservation and Recreation and the Cape Cod National Seashore are eligible to participate in the Bike Rack Program. An informational email will be distributed to the eligible applicants to kick off the program in early 2016. Periodic updates will be provided regarding remaining funding levels and program timeline. Applications will be due by close of business on April 15th 2016. Should the aggregate total of requested funds exceed \$50,000, the numbers of bike racks allocated to each applicant will be adjusted roughly proportional to each community's percentage population. In cases whereby a municipality and another agency have proposed locations that in total exceed that municipality's allocation, the non-municipality agency's allotment would be reduced first. In cases where multiple agencies' proposals in total exceed a municipality's allocation, priority would again be given to a municipality's request, followed by the non-municipality agencies in order of application date.

Selection of Bicycle Parking Infrastructure Vendors:

The Cape Cod Commission will select responsible vendors by obtaining quotes from the contractors on the Massachusetts statewide contract number FAC79 (please see attached Contract User Guide and Contractor Listing). Request for Proposals will be issued if Commission staff does not receive qualified quotes in response to the Commission's Request for Quotes from the statewide contract vendors.

Reimbursement Process:

Eligible applicants will place their pre-approved orders with the selected vendors and will be responsible for paying the vendors' invoices in full. Bike racks purchased through the program must be installed in order to be eligible for reimbursement. Applicants will submit reimbursement invoices to the Cape Cod Commission.

Reimbursement invoices must include:

1. Signed Reimbursement Eligibility Form (Form #5)
2. Bike Rack Reimbursement Form (Form #6)
3. Installation Locations Form (Form #7)
4. Photographs of the bike rack locations before and after the installation
5. Copies of vendors' itemized invoices

Cape Cod Commission will submit invoices to Massachusetts Department of Transportation on a monthly basis.

Shipping & Delivery:

Shipping and installation costs are to be borne by the participating applicants in the Cape Cod region; these costs are considered the local match for the program. Vendors must ship products to the address provided by the applicant. Vendors shall not require minimum quantities in order for applicants to participate. Deliveries are to be completed during normal business hours. Receipt of deliveries must be acknowledged by signature of buyers' authorized representative. Vendors may not require customers to pick up purchases.

Timeline:

December 2015- Contract execution with MassDOT. Cape Cod Commission staff to select vendors and racks by obtaining quotes from vendors on statewide contract FAC79.

January 2016- Negotiate pricing with selected vendors.

February 1, 2016- Program Announcement sent to the eligible applicants of the Cape Cod planning region.

April 15, 2016 – Deadline for eligible applicants' applications. Review of proposed locations and notification of approval to participating applicants issued by May 15, 2016.

Summer 2016 – In the event of unexpended funds, reissue notification to eligible applicants regarding the Bike Rack Program.

October 31, 2016 – Deadline for initial round of applicants to submit reimbursement invoices to the Cape Cod Commission.

June 1, 2017- Program close, ensure all applicants that have elected to participate have submitted required documents.

AGENDA ITEM 8B

Authorizing the execution of a contract with the Town of Yarmouth, by and through the Cape Cod Commission, to utilize the Department of Housing and Community Development's District Local Technical Assistance (DLTA) Program to support strategic planning and citizen engagement projects, in the amount of \$35,000, for a period from execution through December 31, 2018

Memorandum of Agreement
Between

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

and

Town Administrator of behalf of
Town of Yarmouth
1146 Route 28
South Yarmouth, MA 02664

This Memorandum of Agreement (Agreement) is entered into this _____ day of _____, 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Administrator on behalf of the Town of Yarmouth (hereafter referred to as the "Town.")

WHEREAS, the Commission has received funding from the Department of Housing and Community Development to provide technical assistance to local communities under the provisions of Chapter 205 of the Acts of 2006, as amended, and

WHEREAS, the Town has requested technical assistance related to its Strategic Planning and Citizen Engagement project.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to work with the Commission per the attached Scope of Work (Attachment A) and to provide the Commission with progress and final reports on June 30, 2018, September 30, 2018 and December 31, 2018, as appropriate.
- B) The Town agrees to clearly state on all written materials and reports that funding for the project is provided by the Department of Housing and Community Development's District Local Technical Assistance program through the Cape Cod Commission.
- C) The Town agrees to maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.
- D) The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate, to document expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

- A) Upon execution of this agreement, the Commission agrees to provide the Town with the technical and financial assistance outlined in the Scope of Work, Attachment A.

B) Upon receipt of Town invoice(s) the Commission agrees to pay for expenses incurred for this project outlined in Attachment A.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2018 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination of this Agreement, the Commission shall provide the Town with all completed deliverables as of the date of termination.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this _____ day of _____ in the year two thousand and eighteen.

BARNSTABLE COUNTY COMMISSIONERS

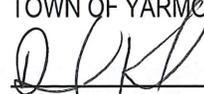
Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

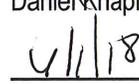
Mary Pat Flynn, Commissioner

Date

TOWN OF YARMOUTH



Daniel Knapik, Town Administrator



Date

CAPE COD COMMISSION



Kristy Senatori, Acting Executive Director

ATTACHMENT A SCOPE OF WORK

A. Strategic Planning Task

Strategic planning is critical for any organization to know where to focus its time, effort, and resources. Each year, the Town reflects on its strategic goals and refines its work plan for the coming year. While this is a useful exercise, the Town identified two significant challenges: 1) lack of a system to succinctly and collaboratively work as a team to update, track, and monitor progress toward accomplishing these goals and 2) lack of a mechanism to involve and engage the most important beneficiary of this information, the community.

Over the past few months, the Town along with a representative from the Commission has met with vendors who specialize in software applications that allow communities to more effectively develop, accomplish, and engage their citizens in the strategic planning process. These meetings focused not only on Yarmouth but the ability of the software to roll up to a regional level to assist with capital projects that may cross municipal boundaries, such as wastewater projects. This funding opportunity will allow the Town to bolster public transparency and citizen engagement efforts.

The Town will utilize \$20,000 in DLTA funds to procure software that will be used to improve its strategic planning process.

The Commission will assist the Town's effort in implementing the public-facing dashboard as follows (valued at \$5,000):

Staff will provide expertise in implementing a public-facing dashboard that affords the public the opportunity to interactively engage with the Town's and or Region's strategic plan and progression.

B. Communications Plan Framework for Public Engagement

The Cape Cod Area Wide Water Quality Management Plan (the "208 Plan Update") was approved in 2015, and a regional Implementation Plan passed in 2017. As part of the 208 Plan Update process, the Cape Cod Commission developed and implemented an enhanced stakeholder outreach process in the region.

The Town of Yarmouth is actively engaged in wastewater management planning. A key factor in the Commission's 208 consistency reviews of municipal water quality plans and planning efforts will be an associated enhanced stakeholder engagement plan.

To help meet 208 consistency goals, the Town of Yarmouth is requesting technical assistance from Cape Cod Commission staff to provide expertise in developing a communications plan framework to involve and engage the community in water quality management planning.

The Commission will assist the Town's effort in developing a communications plan framework as follows (valued at \$10,000):

Commission staff will develop a framework that translates the structure of the 208 Plan outreach process and lessons learned into a municipal context. The framework will provide recommendations to assist the town in involving and engaging the community in water quality management planning.

Timeframe: Estimated software implementation by September 2018, communications plan framework by December 31, 2018.

AGENDA ITEM 8C

Authorizing the renewal of a contract with zedIT Solutions, Inc., to provide Accela Software ePermitting Solutions for the Cape Cod Commission, for the period of June 29, 2018 through June 29, 2020

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

June 5, 2018

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Contract Renewal

The County issued a Request for Proposals on behalf of the Cape Cod Commission in 2016 for implementation, configuration and related services for hosted Accela software. The contract was awarded to zedIT Solutions as the responsive, responsible bidder offering the most advantageous proposal in response to a Request for Proposals. The original contract was for a period of two years with the option for two renewals for two years each.

Please vote to renew the contract with zedIT Solutions, Inc to provide Accela Software ePermitting Solutions for the Cape Cod Commission for two additional years under the same terms and conditions of the original bid pending appropriation. The term of the renewal will be from June 29, 2018 through June 29, 2020

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

June 6, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Award

Barnstable County issued a Request for Proposals for Implementation of Accela Software on March 15, 2016. One proposal from zedIT was received in response to the RFP. After an extensive review of the proposal, the evaluation team rated the proposal as Highly Advantageous. See attached memo from Gail Coyne, Fiscal Manager of Cape Cod Commission.

Please vote to award the contract for Accela Implementation to zedIT as the responsive, responsible bidder offering a highly advantageous proposal.

Thank you.

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

10/15/16
Date

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



CAPE COD
COMMISSION

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

DATE: June 6, 2016
TO: Elaine Davis, Chief Procurement Officer
FROM: Gail Coyne, Fiscal Manager
RE: Accela Implementation Services (ePermitting) RFP

On March 15, 2016 one proposal was received in response to the above referenced RFP, from zedIT Solutions.

The proposal evaluation team was comprised of Deputy Director Kristy Senatori, Applications Implementation Manager Dave Sullivan and Fiscal Manager Gail Coyne.

After reviewing the technical proposal, the team determined that the proposal met the minimum criteria and gave zedIT an overall Highly Advantageous rating. Evaluation forms were provided to your office and the team met again to review the cost proposal.

The cost proposal illustrated a full project life cycle including all options and deliverables at a cost of \$71,755 to be billed at an hourly rate of \$115 and a travel budget of \$10,000 per engagement. This level of engagement might be expected if no previous work had been done and the consultant was starting without benefit of the Cape templates and previous work developed through the Commission's work in other towns. Staff is confident, however, that the actual cost per town will be considerably less than the 'fully loaded' example. The rate of \$115 per hour will be used as each town's project is scoped and configured.

Based on this review and in the best interest of the County, the evaluation team voted to recommend that the award be made to zedIT.

An agreement is being prepared for zedIT to execute after the commissioners vote to award.

Please let me know if you have any questions. Thank you for your consideration.



**AGREEMENT
BETWEEN**

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

and

zedIT Solutions, Inc.
210 Water Street
St. John's, NL A1C 1A9

THIS AGREEMENT, made this 16 day of June 2016 by and between zedIT Solutions, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Commission is the regional planning and land use regulatory agency for the fifteen towns in Barnstable County, and

WHEREAS, the Commission requires technical assistance with the delivery of the Accela software ePermitting solution and

WHEREAS, the Contractor has been selected through a competitive procurement process to perform this assistance,

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

1. **Employment of Contractor.** The Commission hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the Commission harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the Commission, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated February 22, 2016 and its proposal dated March 15, 2016, incorporated herein by reference.
3. **Time of Performance.** Work in connection with the Agreement shall begin upon execution of this Agreement and continue for two years from the date of execution unless an extension in time is agreed to in writing by both the Commission and the Contractor.
4. **Payment.** Subject to annual appropriation, the Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer's Price Proposal dated March 15, 2016. A maximum fee will be determined with each implementation and detailed in a project scope of work. Travel and other expenses authorized shall be within the total project limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Commission no later than July 31st.
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the Commission shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions

of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

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

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

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

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

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

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

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim,

negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Commission or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review and copying of records.

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

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

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

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

18. **Choice of Law.** This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which the Commission is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

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

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

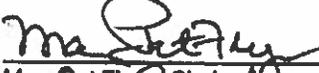
21. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Agreement. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be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

22. Licensing. All software provided under this agreement shall be licensed to the Barnstable County Information Technology Department and/or each Town purchasing software under this procurement, and used in agreement with the licensing terms of the software manufacturers.

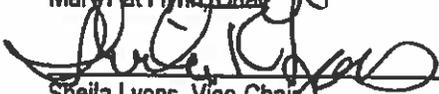
23. Data ownership. All data and information collected shall be and remain the property of Barnstable County and the Cape Cod Commission. The proposer retains no right to use or access the data once the scope of this agreement is complete.

IN WITNESS WHEREOF, the Commission and Contractor have executed this Agreement this 16th day of June in the year two thousand and sixteen.

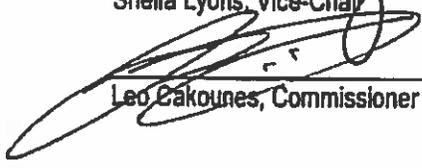
BARNSTABLE COUNTY COMMISSIONERS:



Mary Pat Flynn, Chair



Sheila Lyons, Vice-Chair



Leo Cakounes, Commissioner

Date

FOR THE COMMISSION:


Paul Niedzwiecki, Executive Director

6/21/16

Date

FOR THE CONTRACTOR:


June 16th / 2016

Date



ORIGINAL

zedi**IT**
SOLUTIONS

IT Professional Services

Technology Consulting

County of Barnstable

**Cape Cod Commission
Accela Implementation Services**

Price Proposal

March 15th, 2016

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Appendix A – Accela Extended Support4

1.0 FINANCIALS

Stage	Sample Deliverables	Estimated Hours
Stage 1: Project Setup	Deliverable 1: Project Initiation	8
	Deliverable 2: Accela Automation Setup	4
	Deliverable 3: Accela Mobile Application(s) Configuration	4
	Deliverable 4: Accela GIS Configuration (See note 1 below)	10
Stage 2: Accela Automation - Gap Analysis & Configuration	Deliverable 5: GAP Analysis/configuration Sessions	80
Stage 3: Build/Conversion	Deliverable 6: Historical data Conversion ANALYSIS AND development	120
	Deliverable 7: APO & LP Analysis & Development (See assumptions 1 & 4 below)	25
	Deliverable 8: Interface analysis and development	0
	Deliverable 9: Report & Script development	20
Stage 4: Accela Automation Readiness	Deliverable 10: Administrative and Technical Training	40
	Deliverable 11: User Acceptance Testing (UAT)	40
Stage 5 : Deploy Accela Automation	Deliverable 12: Accela Automation move to Production ("Go-Live")	16
	Deliverable 13: Post Production Support Accela Automation	40
Stage 6 : Citizen Access Readiness	Deliverable 14: Accela Citizen Access configuration	20
	Deliverable 15: Citizen Access Testing by Agency	10
Stage 7: Deploy Citizen Access	Deliverable 16: Move Citizen Access to Production	8
	Deliverable 17: Post Production Support for Citizen Access and Transition to Accela CRC	32
Project Management Activity throughout Project Lifecycle		60
TOTAL HOURS		537
Hourly rate		\$115 USD
TOTAL SERVICES		\$61,755 USD
Travel Expenses		\$10,000 USD
TOTAL IMPLEMENTATION ESTIMATE		\$71,755 USD

2.0 ASSUMPTIONS

1	Above pricing assumes the agency has need for all deliverables and that zedIT Solutions will be responsible for delivering all deliverables. Pricing would be reduced should a town not require all deliverables and/or if Cape Cod Commission were to complete some of the deliverables (i.e. GIS, APO & LP Conversions).
2	Estimated hours for Gap Analysis assumes a maximum of 30 record types to be included in Gap Analysis. Additional records types can be included at an additional cost.
3	Historic Data Conversion estimate assumes only one (1) data source to be converted and a maximum of 15 record types. Based on maximum of 3 conversion runs (1 for test, 2 for correction, 3rd to move to prod)
4	Assumes maximum 3 uploads for APO (1 for test, 1 for corrections and 1 to move to production) and 2 uploads for LP.
5	It is assumed any interface requirements would be scoped separately with individual towns as needed
6	Estimated hours for Report and Script assistance assumes only minor adjustments are needed to existing reports and scripts (up to a maximum of 5 reports or scripts). It is further assumed that any existing reports and/or scripts to be adjusted are already in production and defect free. Additional hours for new script or report development can be scoped during SOW phase for each town.
7	Training estimate assumes train the trainer approach. Alternatively, zedIT will provide up to 2 days Administrative training and up to 3 days Daily User training, for a maximum of 40 training hours.
8	Estimate for User Acceptance Testing (UAT) assumes zedIT to provide 3 sample UAT test scripts and Agency is responsible for creation of any additional test scripts.
9	Deliverable 12: Accela Automation move to Production ("Go-Live") hours assume 2 days of on-site support.
10	Estimate for Deliverable 13: Post Production Support Accela Automation, assumes post production support begins 2 days after Accela Automation Go-live and continues for a maximum of 40 hours over a 2 week period.
11	Citizen Access configuration estimates assumes Agency utilizes an Accela supported payment adapter, or the existing Invoice Cloud interface schema already established for other Barnstable County towns. Currently, the Civic Platform inherently supports Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchants). Non-supported payment adapters can be developed if needed at an additional cost to be scoped at time of statement of work analysis.
12	Deliverable 16: Move Citizen Access to Production: estimate 1 day Citizen Access "Go-Live" support to be provided remotely.
13	Deliverable 17: Post Production Support for Citizen Access and Transition to Accela CRC - estimate assumes post production support for Citizen Access begins 1 day after "Go-Live" for Citizen Access and Go-Live for Citizen Access occurs no later than 2 weeks after Accela Automation Go-Live. Alternatively, Agency can opt to postpone the launch of Citizen Access to a time of their choosing. In that event, 2 weeks of post-production support for Citizen Access will be replaced by 2 weeks (maximum 40 hours) of additional post-production support for Accela Automation, for a total of 80 hours post production support over a 4 week period.
14	Project Management estimate assumes maximum 8 hrs per month over maximum 7 month project duration and vendor responsible for completion of mandatory Accela Go-Live checklist.

APPENDIX A – ACCELA EXTENDED SUPPORT

zedIT provides Accela Customers with dedicated and readily available Accela Solution Consultants who can provide assistance in such areas as:

Technical Assistance

- Assistance with and updates to current and/or development of new customized reports.
- Troubleshooting and updating of existing configuration for Accela Automation.
- Analysis, Testing, Client Testing Support, and Client Training on technical updates above.
- Assistance with and/or development and execution of additional historic data migrations.
- Assistance with and/or development and execution of post-production Address, Parcel, Owner (APO) data uploads.
- Assistance with and/or development and execution of additional post-production licensed professional data uploads.

Functional Updates

- Implementation and configuration of additional Accela Automation features, ie: adding additional modules, departments, and record types.
- Configuring additional Accela Automation users, user groups and their associated permission levels.
- Project Management, Analysis, Testing, Client Testing Support, and Client Training on features, setup, and use of additional functions.

Submitting Support Requests

zedIT uses Zendesk for Support Requests; support tickets are initiated by emailing our Accela Support Team via a support email that will be provided to you upon executing a support agreement with zedIT.

An automatic response with a ticket number will be provided within 24 hours upon receipt of the email. This will allow for accurate tracking and monitoring of all issues. Your Accela Solution Consultant will review the issue/request and provide initial feedback of estimated time to resolve.

Financials

The basic Extended Accela Support package consists of 50 hours at an annual cost of \$5,750 USD.

Additional hours are available upon request.

Contact Information

Please contact zedIT's Accela Account Manager Derek Porter by phone at 709.722.7213 x220 or by email at derek.porter@zedit.com to learn more about zedIT's Extended Accela Support options.

AGENDA ITEM 8D

Authorizing the carryover of vacation time for Eileen O'Connell of the Facilities Department

AGENDA ITEM 8E

Authorizing the appointment to the Barnstable County Human Rights Commission of: Nell Fields for a six (6) month term for the period of June 6, 2018 through December 31, 2018; and Alan Milsted, John Hanlon, and David Schropfer for three-year terms for the period of June 6, 2018 – December 31, 2020



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
Health & Human Services Advisory Council

POST OFFICE BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Main Office (508) 375-6628
FAX (508) 362-0290

DATE: June 6, 2018
TO: Beth Albert, Chair Health & Human Services Advisory Council
FROM: Human Rights Commission Nominating Committee of the HHSAC
Caronanne Procaccini, Kathy Quatromoni, Beverly Costa-Ciavola
Richard Lavoie & Theresa Santos – Human Rights Commission Representatives
RE: Recommendations for Appointment to the Human Rights Commission

The Human Rights Commission Nominating Subcommittee of the Health and Human Services Advisory Council (HHSAC) met on June 6, 2018 to interview three candidates to fill vacancies on the Human Rights Commission. Caronanne Procaccini, and Kathy Quatromoni from the HHSAC and Richard Lavoie & Theresa Santos from the Human Rights Commission participated in the interviews.

In-person interviews and a thorough review of the qualifications and expertise of each candidate, balanced with the skills and experience currently needed on the HRC were conducted. The Nominating Committee is recommending the following individuals for appointment that were either interviewed on June 6, 2018 or requested reappointment:

Alan Milsted is recommended for re-appointment for a three-year term from June 6, 2018 – December 31, 2020. Mr. Milsted has served a 3-year term from January 2015 - December 2017 and as Vice-Chair of the HRC in 2017. Prior to that he had been the HRC Town Representative for Bourne and also interim HRC Coordinator for three months. Alan has completed the Cape Mediation training sessions and also a training on Open Meeting Law.

John Hanlon is recommended for a three-year term from June 6, 2018 – December 31, 2020. John has worked in Barnstable County for 20 years with diverse populations, taught at Provincetown High School, and is currently an advisor at Cape Cod Community College Adult Education Center organizing workshops with the Immigration Resource Center. He is also a counselor with youth from the Mashpee Wampanoag Tribe helping with career and college readiness.

David Schropfer is recommended for a three-year term from June 6, 2018 – December 31, 2020. David is the Eastham town representative to the Human Rights Commission, and has been active in the Human Rights Academy. In addition, he is an active mediator for Cape Cod Mediation, a member of the American Management Association, a former Selectman and town moderator, and finance committee member in Eastham.

Nell Fields is recommended to complete a term of a resigning Commissioner for the 6-month term of June 6, 2018 – December 31, 2018. In addition to extensive business and corporate experience, Rev. Fields has been Senior Minister at the Waquoit Congregational Church since 2010. She leads all aspects of worship, faith information, education and pastoral support for a growing congregation. She is a member of the steering committee for Falmouth No Place for Hate, and a member of the board of directors for the Massachusetts Conference, United Church of Christ.

Respectfully submitted,

HRC Nominating Committee



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
Health & Human Services Advisory Council

POST OFFICE BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Main Office (508) 375-6628 FAX (508) 362-0290 TDD

June 7, 2018

To: County Commissioners Leo Cakounes, Mary Pat Flynn, and Ron Beaty
From: Elizabeth Albert, Department of Human Services and Chair of the Health and Human Services Advisory Council
Subject: Recommendation for Appointments to Barnstable County Human Rights Commission

Upon completion of the recruitment and interview process, the Barnstable County Health and Human Services Advisory Council HRC nominating subcommittee has recommended three nominees to fill vacancies on the Human Rights Commission and one re-appointment. Attached is a copy of a memorandum from the Nominating Subcommittee to the Advisory Council which describes the process that was undertaken for candidate interview and selection and the background of the candidates chosen for recommendation for appointment.

The Health and Human Service Advisory Council requests your consideration of the following nominees to the Barnstable County Human Rights Commission:

Alan Milsted is recommended for reappointment to a three-year term from June 6, 2018 – December 31, 2020.

John Hanlon is recommended for appointment to a three-year term from June 6, 2018 – December 31, 2020.

David Schropfer is recommended for appointment for a three-year term from June 6, 2018 – December 31, 2020.

Nell Fields is recommended for appointment for a 6-month term from June 6, 2018 – December 31, 2018.

At the end of these terms all individuals will be eligible to request re-appointment for a three year term.

Respectfully Submitted,

Elizabeth Albert, Chair
Barnstable County Health & Human Services Advisory Council

Barnstable County Commissioners

Leo Cakounes, Chair

Ron Beaty, Vice Chair

Mary Pat Flynn, Commissioner

Dated: _____

AGENDA ITEM 8F

Authorizing the appointment to the HOME Consortium Advisory Council of: Arthur Bodin, representing the Town of Harwich and; Cally Harper, representing the Town of Truro, for three-year terms through January 1, 2021



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: June 7, 2018

The Town of Harwich Selectman have appointed Mr. Arthur Bodin as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Mr. Arthur Bodin for the three-year term ending on January 1, 2021

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner

OFFICE OF THE SELECTMEN

PHONE (508) 430-7513
FAX (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



April 25, 2018

Mr. Arthur Bodin
800 Orleans Road
Harwich, MA 02645

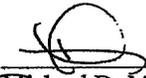
Dear Mr. Bodin:

At a public meeting of the Board of Selectmen held on Monday, April 23, 2018, the Board voted to recommend your appointment as Harwich's representative to the *Barnstable County HOME Consortium*. The term of this new appointment will expire on January 1, 2021.

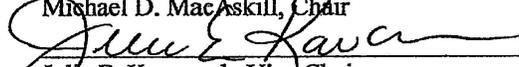
By copy of this letter, the Barnstable County Commissioners will be informed of the Board's recommendation to appoint you to this position. Thank you for your willingness to serve on the Consortium's Advisory Council.

Sincerely,

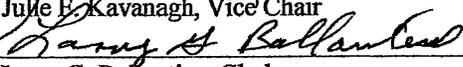
HARWICH BOARD OF SELECTMEN



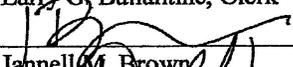
Michael D. MacAskill, Chair



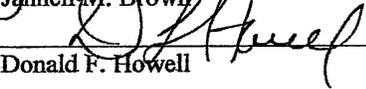
Julie E. Kavanagh, Vice Chair



Larry G. Ballantine, Clerk



Jannell M. Brown



Donald F. Howell

CC: Michelle Springer, Program Manager
Barnstable County Commission



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: June 7, 2018

The Town of Truro Selectman have appointed Cally Harper as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Cally Harper for the three-year term ending on January 1, 2021

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

April 17, 2018

Michelle Springe, HOME Program Manager
Barnstable County Department of Human Services
P.O. Box 427
3195 Main St., Barnstable, MA 02630

RE: Truro Representative to the Barnstable County HOME Consortium

Dear Ms. Springe,

This letter will serve as notification that at a duly held meeting on April 17, 2018 the Truro Board of Selectmen voted to nominate Cally Harper, Truro's Town Planner as Truro's Representative to the Barnstable County HOME Consortium. The Board of Selectmen has every confidence that she will be an excellent representative. Ms. Harper can be contacted at the following address and at her direct line:

Cally Harper, Town Planner
Town of Truro
PO Box 2030
Truro, MA 02666
(508) 214-0928

Should you require anything further, please feel free to contact the Board of Selectmen's Office.

Sincerely,

Paul Wisotzky
Chair, Board of Selectmen
Town of Truro

AGENDA ITEM 8G

Authorizing the award of a contract to Shepley Wood Products for the supply and delivery of construction items to Barnstable County and other political subdivisions, for the period of July 1, 2018 through June 30, 2019

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

June 5, 2018

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for the Supply and Delivery of Construction Items to Barnstable County and Other Political Subdivisions in May 2018. Bids were opened on May 24th with one bidder responding.

Please vote to award the contract to Shepley Wood Products as the responsive, responsible bidder offering discounted prices.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
1/4" X 5-1/2" X50'	Sill Seal, Foam	1	RL	5.33
3-1/2" X 7'6"	Lally Column, Cement W/Plates	1	EA	41.90
3-1/2" X 8'	Lally Column, Cement W/Plates	1	EA	43.92
3-1/2" X 10'	Lally Column, Cement W/Plates	1	EA	55.41
2X4-7'4"	SPF KD Stud	1	PC	3.03
2X4-92-5/8"	SPF KD Stud	1	PC	3.66
2X4-8'	SPF KD Stud	1	PC	3.66
2X4-104-5/8"	SPF KD Stud Premium	1	PC	4.52
2X4-10'	SPF KD *Premium*	1	PC	5.24
2X4-12'	SPF KD #2 & Btr	1	PC	6.71
2X4-14'	SPF KD #2 & Btr	1	PC	7.83
2X4-16'	SPF KD #2 & Btr	1	PC	9.56
2X4-20'	SPF KD #2 & Btr	1	PC	13.52
2X6-7'4"	SPF KD Stud	1	PC	4.54
2X6-8'	SPF KD Stud	1	PC	5.93
2X6-92-5/8"	SPF KD Stud	1	PC	5.94
2X6-104-5/8"	SPF KD Stud Premium	1	PC	7.91
2X6-10'	SPF KD *Premium*	1	PC	9.22
2X6-12'	SPF KD #2 & Btr	1	PC	10.11
2X6-14'	SPF KD #2 & Btr	1	PC	11.68
2X6-16'	SPF KD #2 & Btr	1	PC	13.88
2X6-18'	SPF KD #2 & Btr	1	PC	18.30
2X6-20'	SPF KD #2 & Btr	1	PC	20.33
2X6-24'	SPF/Fir KD #2 & Btr	1	PC	28.51
2X8-8'	SPF KD #2 & Btr	1	PC	8.86
2X8-10'	SPF KD #2 & Btr	1	PC	11.07
2X8-12'	SPF KD #2 & Btr	1	PC	13.29
2X8-14'	SPF KD #2 & Btr	1	PC	15.50
2X8-16'	SPF KD #2 & Btr	1	PC	17.71
2X8-18'	SPF KD #2 & Btr	1	PC	23.84
2X8-20'	SPF KD #2 & Btr	1	PC	26.49
2X8-22'	SPF KD #2&Btr or Doug Fir	1	PC	34.40
2X8-24'	SPF/Fir KD #2 & Btr	1	PC	37.53
2X10-8'	SPF KD #2 & Btr	1	PC	11.48
2X10-10'	SPF KD #2 & Btr	1	PC	14.34
2X10-12'	SPF KD #2 & Btr	1	PC	17.21
2X10-14'	SPF KD #2 & Btr	1	PC	20.08

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
2X10-16'	SPF KD #2 & Btr	1	PC	22.95
2X10-18'	SPF KD #2 & Btr	1	PC	28.20
2X10-20'	SPF KD #2 & Btr	1	PC	30.69
2X10-22'	SPF KD #2 & Btr or Doug Fir	1	PC	38.83
2X10-24'	SPF KD #2 & Btr or Doug Fir	1	PC	42.36
2X10-26'	Doug Fir #2 & Btr Kd	1	PC	51.59
2X12-10'	SPF KD #2 & Btr	1	PC	21.51
2X12-12'	SPF KD #2 & Btr	1	PC	25.81
2X12-14'	SPF KD #2 & Btr	1	PC	30.11
2X12-16'	SPF KD #2 & Btr	1	PC	37.66
2X12-18'	SPF KD #2 & Btr	1	PC	43.35
2X12-20'	SPF KD #2 & Btr	1	PC	48.17
2X12-22'	SPF/Fir KD #2 & Btr	1	PC	53.83
2X12-24'	SPF KD #2 & Btr or Doug Fir	1	PC	58.72
4X4-12'	Fir KD #2 & Btr S4S Premium Exposed	1	PC	30.48
4X4-16'	Fir KD #2 & Btr S4S Premium Exposed	1	PC	40.63
4X6-12'	Fir KD #2 & Btr S4S Premium Exposed	1	PC	45.71
4X6-16'	Fir KD #2 & Btr S4S Premium Exposed	1	PC	60.95
4X8-16'	Fir Grn #1 & Btr S4S Premium Exposed	1	PC	120.79
1X6-16'	Ledger Board Spruce	1	PC	6.91
1X8-16'	Ledger Board Spruce	1	PC	9.21
1X3-16'	Strapping Spruce *Premium*	1	PC	3.47
7/16" -4'X145-1/8"	OSB, Windstorm Oriented Strand Board	1	PC	22.87
1/2" -4X10	Plywood, CDX 5 Ply Fir/Spruce 66 pc/unit	1	PC	46.79
1/2" -4X8	Plywood, CCX 4-Ply Fir/Spruce 60 pc/unit	1	PC	25.89
1/2" -4X8 Blue-Stripe	Plywood, CDX 4-Ply Fir/Spruce 66 pc/unit	1	PC	24.96
5/8" -4X8	Plywood, CCX 5-Ply Fir/Spruce 50 pc/unit	1	PC	30.55
5/8" -4X8 Blue-Stripe	Plywood, CDX 4-Ply Fir/Spruce 55pc/unit	1	PC	30.18
3/4" -4X8	Plywood, CCX 6-Ply Fir/Spruce 40 pc/unit	1	PC	36.54
7/16" -4X8	OSB, Oriented Strand Board	1	PC	18.72
1/2" -4X8	OSB, Advantech 70 pc/unit	1	PC	30.40
3/4" -4X8	OSB, Advantech T&G, 45 pc/unit	1	PC	37.43
29 OZ	Lumberlock Const. Adhesive	1	EA	6.82
9-1/2"	I - Joist, AJS-140	1	LF	2.00
1-1/8" x 9-1/2" x 12'	Rim Board	1	PC	18.92
IUS2.56/9.5 9-1/2"	Simpson All-Joist Face Mount (25/Ctn)	1	PC	4.55
ITS2.56/9.5	Simpson 9-1/2" All-Joist Single Top (25/	1	PC	5.31
MIU5.12/9	Simpson 9-1/2" All-Joist Double Hanger (1	PC	18.95

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
11-7/8"	I - Joist, AJS-20	1	LF	2.50
1-1/8" x 11-7/8" x 12'	Rim Board	1	PC	22.85
IUS2.56/11.88 11-7/8"	Simpson All Joist Face Mount	1	PC	4.99
ITS2.56/11.88	Simpson 11-7/8" All-Joist Single Top (25/	1	PC	6.07
MIU5.12/11	Simpson 11-7/8" All-Joist Double Hanger	1	PC	20.76
1-3/4" X 9-1/2"	LVL	1	LF	4.84
1-3/4" X 11-7/8"	LVL	1	LF	5.96
1-3/4" X 14"	LVL	1	LF	7.31
1-3/4" X 16"	LVL	1	LF	8.64
HUS1.81/10	Simpson LVL Single-Shear Hanger (25Ctn)	1	EA	12.86
HGUS-410	Simpson 9-1/2" LVL HD Double Hanger (12/	1	EA	49.58
HHUS-410	Simpson Light Duty LVL Dble Hanger 25/Ct	1	EA	11.33
HGUS 5.50/10	Simpson LVL Heavy Duty Triple Hanger (12	1	EA	69.85
HGUS 5.50/12	Simpson LVL Heavy Duty Triple Hanger (12	1	EA	81.80
LUS26Z	Simpson 2x6 Single Hanger Z-Max (100/Ctn	1	EA	1.40
LUS26-2Z	Simpson 2x6 Double Hanger Z-Max (25/Ctn)	1	EA	2.48
LUS28Z	Simpson 2x8/10 Single Hanger Z-Max (50/	1	EA	1.65
LUS28-2Z	Simpson 2x8 Double Hanger Z-Max (25/Ctn)	1	EA	3.20
LUS210Z	Simpson 2x10/12 Single Hanger Z-Max (50/	1	EA	1.92
LUS210-2Z	Simpson 2x10/12 Double Hanger Z-Max (25/	1	EA	3.44
N8DHDG	Simpson 1-1/2" Hurricane Tie Nail 1# (24	1	BOX	9.67
N8D5HDG	Simpson 1-1/2" Hurricane Tie Nail 5# (6/	1	BOX	37.08
N10HDG	Simpson 1-1/2" Joist Hanger Nail 50#	1	BOX	285.69
IUS2.56/11.88 11-7/8"	Simpson All Joist Face Mount	1	PC	4.99
1-3/4" X 7-1/4"	LVL	1	LF	4.34
MIU5.12/11	Simpson 11-7/8" All-Joist Double Hanger	1	PC	20.76
5/8"X6'-11	Threaded Rod, Zinc Plated 8/T	1	EA	12.34
CNW58 5/8" Zinc	Simpson Coupler Nut w/ Witness Holes	1	EA	6.30
LSSU210	Simpson 2X10 Field Skew/Slope Hanger (25	1	EA	14.45
H2.5AZ	Simpson 5-7/16" Hurricane Tie Z-Max (100	1	EA	0.54
1/2" -4X8	Plywood, PT ULC/BCX .Ground Contact	1	PC	45.40
1X4-16'	Rabbetted Casing Primed F/J,Bodyguard,	1	PC	20.74
1X5-16'	Rabbetted Casing Primed F/J,Bodyguard	1	PC	26.01
8/4 SILL	Bodyguard, Sill Exterior 8/4 X 2 X 16' P	1	PC	34.00
8624	Bodyguard, Cornice 9/16" X 2 1/4" X 16'	1	PC	20.73
8016	Bodyguard, Bed 9/16" X 1 3/4" X 16'	1	PC	11.33
8009	Bodyguard, Crown 9/16" X 3 5/8" X 16' Pr	1	PC	20.73
1X2-16'	Bodyguard, Primed F/J	1	PC	9.43

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
1X3-16'	Bodyguard, Primed F/J	1	PC	14.11
1X4-16'	Bodyguard, Primed F/J	1	PC	18.03
1X4-20'	Bodyguard, Primed F/J	1	PC	22.54
1X5-16'	Bodyguard, Primed F/J	1	PC	23.30
1X5-20'	Bodyguard, Primed F/J	1	PC	29.14
1X6-16'	Bodyguard, Primed F/J	1	PC	27.78
1X6-20'	Bodyguard, Primed F/J	1	PC	34.72
1X8-16'	Bodyguard, Primed F/J	1	PC	38.92
1X8-20'	Bodyguard, Primed F/J	1	PC	48.65
1X10-16'	Bodyguard, Primed F/J	1	PC	54.00
1X12-16'	Bodyguard, Primed F/J	1	PC	65.10
1X6-16'	Edge & Center Bead/WP4 Primed,Bodyguard	1	PC	29.07
1X6 T&G	Pine, Premium Edge & Center Bead/WP4/ECB	1	LF	0.75
1X8 WP4	Pine, Eastern White Premium WP4 T&G	1	LF	1.04
1X6 r/l only	Red Cedar, T&G,WP4 CVG (V-4E) r/l 6-20'	1	LF	5.14
1X4	Red Cedar, Primed F/J CVG	1	LF	1.62
1X6	Red Cedar, Primed F/J CVG	1	LF	2.47
1X8	Red Cedar, Primed F/J CVG	1	LF	3.29
1X12	Red Cedar, Primed F/J CVG	1	LF	5.09
1X6	Red Cedar, Clear VG S4S	1	LF	4.86
1X8	Red Cedar, Clear VG S4S	1	LF	6.62
1X12	Red Cedar, Clear VG S4S	1	LF	10.98
1X6	Red Cedar, D or C&Btr S1S2E, KD WRC 7/8"	1	LF	3.07
1X8	Red Cedar, D or C&Btr S1S2E, KD WRC 7/8"	1	LF	4.28
1X12	Red Cedar, D or C&Btr S1S2E, KD WRC 7/8"	1	LF	7.42
5/4X4	Red Cedar, Clear VG S4S	1	LF	3.65
5/4X6	Red Cedar, Clear VG S4S	1	LF	6.34
1X4-18'	Azek, PVC	1	PC	24.57
1X5-18'	Azek, PVC	1	PC	32.32
1X6-18'	Azek, PVC	1	PC	38.79
1X8-18'	Azek, PVC	1	PC	51.32
1X10-18'	Azek, PVC	1	PC	65.07
1X12-18'	Azek, PVC	1	PC	79.31
1X4-18'	Rabbeted Azek, PVC - Casing -	1	PC	43.04
1X5-18'	Rabbeted Azek, PVC - Casing	1	PC	46.52
1X8-8'	Azek, PVC - Pilasters - Fluted Pair	1	PR	163.93
908 1-1/4 x 2 x 17'	Azek, PVC - Brickmould AZM-180, 6 pc	1	PC	22.45
8009 9/16"x3-5/8" x16	Azek, PVC - 4" Crown AZM-49, 16', 10 pc	1	PC	23.07

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
8013 11/16"x4-5/8"x16	Azek, PVC - 5" Crown AZM-47, 16', 4 pc	1	PC	35.93
DENTIL	Azek, PVC - Open Tooth 18'	1	PC	78.49
DENTIL	Azek, PVC - Ploughed Tooth 18'	1	PC	78.49
2-1/32"x1-3/4"x16'	Azek, PVC - Sill, AZM-6930 8/4 X 16', 4	1	PC	60.69
8016 9/16"x1-3/4"x16'	Azek, PVC - Bed Moulding, AZM-75, 25 pc	1	PC	11.90
1/2" -4X10	Azek, PVC - Beadboard - 2"OC	1	PC	174.06
1/2"-4X8	Azek, PVC, 40 pc/unit	1	PC	101.03
3/4"-4X10	Azek, PVC, 30 pc/unit	1	PC	187.06
5/4X4-20'	Azek, PVC	1	PC	34.31
5/4X5-20'	Azek, PVC	1	PC	45.45
5/4X6-20'	Azek, PVC	1	PC	56.28
5/4X8-20'	Azek, PVC	1	PC	72.52
5/4X10-20'	Azek, PVC	1	PC	92.27
5/4X12-20'	Azek, PVC	1	PC	115.27
1/2" x 5-1/2"x 18'	Azek, PVC-ECB	1	PC	41.80
1X6 T&G	Fir, Edge & Center Bead C&Btr Vg	1	LF	2.41
2X4	Red Cedar, Clear VG S4S	1	LF	5.49
1/4 -4X8 Orange Stripe	Plywood, Underlay/AC Arauco/Eagon 140 pc	1	PC	30.46
3/8 -4X8 Orange Stripe	Plywood, Underlay/AC Arauco/Eagon 108 pc	1	PC	30.87
1/2 -4X8 Orange Stripe	Plywood, Underlay/AC Arauco/Eagon, 80 pc	1	PC	36.59
5/8 -4X8 Orange Stripe	Plywood, Underlay/AC Arauco/Eagon, 65 pc	1	PC	41.52
3/4 -4X8 Orange Stripe	Plywood, Underlay/AC Arauco/Eagon 54 pc	1	PC	46.41
8453	Base Cap, 11/16" X 1-1/8" Pine Wm164	1	LF	0.58
8455	Base Cap, 11/16" X 1-3/8" Pine Wm163	1	LF	0.60
1X2	Poplar, S4S	1	LF	0.71
1X3	Poplar, S4S	1	LF	0.99
1X4	Poplar, S4S	1	LF	1.27
1X5	Poplar, S4S	1	LF	1.56
1X6	Poplar, S4S	1	LF	1.75
1X8	Poplar, S4S	1	LF	2.36
1X10	Poplar, S4S	1	LF	3.06
1X12	Poplar, S4S	1	LF	4.02
8016	Bed, 9/16" X 1-3/4" Pine Lwm74	1	LF	0.76
8462	Band, 11/16" X 1-1/8" Pine Lwm218	1	LF	0.67
8710/WM351	Casing, Colonial Pine 11/16" X 2-1/2"	1	LF	0.80
8710/WM351	Casing, Colonial PFJ 11/16" X 2-1/2"	1	LF	0.54
8754/WM444	Casing, Colonial PFJ 11/16" X 3-1/2"	1	LF	0.70
8720	Base Board, Ranch 9/16" X 3-1/2" Pine	1	LF	1.31

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
8624	Cornice, 9/16" X 2-1/4" Pine	1	LF	1.02
8009	Crown, 9/16" X 3-5/8" Pine	1	LF	1.39
8013	Crown, 11/16" X 4-5/8" Pine	1	LF	2.57
WM163E	Speed Base, PFJ 9/16" X 5-1/4"	1	LF	1.12
LGM57	Speed Base, 9/16" X 7-1/4" Mdf Ultralite	1	LF	1.16
1X4	Casing, With 1/2" Bead Poplar	1	LF	1.45
1X5	Base Board, W/1/2" Bead Poplar	1	LF	1.79
1X6	Base Board, W/1/2" Bead Poplar	1	LF	1.97
8065	Quarter Round, 3/4" X 3/4" Pine	1	LF	0.51
B225	Casing, Stratford 3/4" X 3-1/2" Pine	1	LF	1.52
B225	Casing, Stratford PFJ 3/4" X 3-1/2"	1	LF	0.94
B225	Casing, Stratford 3/4" X 3-1/2" Poplar	1	LF	1.57
1275	Stoolcap, Tiltwash 11/16 X 1-15/16 Pine	1	LF	2.53
1276	Stoolcap, Tiltwash 11/16 X 3-15/16 Pine	1	LF	2.81
B200	Casing, Windsor PFJ 1-1/16" X 3-1/2"	1	LF	1.53
988	Extension Jamb, Tiltwash 11/16" X 2-1/4"	1	LF	1.64
1275	Stoolcap, TW 11/16" X 1-15/16" Pop Prime	1	LF	1.48
5/4X1-3/4	Nosing, Poplar	1	LF	1.90
5/4X2-1/2	Nosing, Poplar	1	LF	1.72
5/4X6	Nosing, Poplar	1	LF	3.53
1X4	Pine, C&Btr Shepley Clear	1	LF	1.71
1X5	Pine, B&Btr Shepley Clear	1	LF	2.10
1X6	Pine, C&Btr Shepley Clear	1	LF	2.38
5/4X6	Poplar, S4S	1	LF	2.45
8058	Quarter Round, 3/8" X 3/8" Pine	1	LF	0.22
8062	Scotia, 5/8" X 3/4" Pine	1	LF	0.44
8630	Chair-Rail, Gov Francis 11/16" X 2-5/8"	1	LF	1.11
1/2" -4X8	MDF, Beaded 2" On-Center Primed	1	PC	51.98
1/2" -4X8	MDF, Beaded 3" On-Center Primed	1	PC	52.48
1/2" -4X8	MDF, V-Groove 6" On-Center Primed	1	PC	51.98
8627	Casing, Chair-Rail E2E PFJ 9/16 X 2-1/2	1	LF	0.54
1/2" -4X8	Particle Board, 64 pc/unit	1	PC	20.84
1/2" -4X8	MDO, Good One Side G1S	1	PC	51.93
3/4" -4X8	Plywood, A1 Birch Veneer, 50 pc/unit	1	PC	88.03
1/2" -4X8	Plywood, A1 Birch Veneer 60 pc/unit	1	PC	77.81
1/4" -4X8	Plywood, A1 Birch Veneer	1	PC	48.77
3/4" 4x8	PIYWOOD, D3 MAPLE VENEER SHOP-GRADE	1	EA	66.40
1/4" -4X8	Veneer Core Ply, Cedar Closet Lining, 25	1	PC	39.42

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
32.5 Square Feet	Cedar Closet Lining	1	BOX	95.04
C-6010	Handrail Red Oak Solid Cap	1	LF	5.22
C-6010 Solid Cap	Handrail Beech	1	LF	5.65
#15	Felt Paper	1	RL	19.60
#30	Felt Paper	1	RL	19.60
Felt Paper	CertainTeed Roofers' Select Underlayment	1	RL	40.00
TRI-FLEX 4x250'	Grace Roof Underlayment 10 sq, 48"x250'	1	RL	135.43
3' X 65'	CertainTeed Winterguard Ice & Water 2sq	1	RL	51.63
3' X 66'	Grace Ice & Water Barrier, 2 Sq/RI	1	RL	149.13
3' X 65'	IKO Ice & Water Barrier, 2 sq/rl	1	RL	76.36
6" X 75'	Flashing, Vycor Plus Roll Self-Adhered	1	RL	26.25
9" X 75'	Flashing, Vycor Plus Roll Self-Adhered	1	RL	39.65
12" X 75'	Flashing, Vycor Plus Roll Self-Adhered	1	RL	52.79
18"	Shingles, Red Cedar Perfections A&R	1	BDL	85.20
18"	Shingles, Red Cedar CCA Treated Perfect	1	BDL	116.21
39"x 61-1/2'	Cedar Breather 2 sq roll	1	RL	114.26
7"X20' Rapid Ridge	Vent, Roll-Vent Cedar	1	RL	41.67
1-5/8" X 10'	Copper Ledger Cap 10/Ctn	1	PC	49.48
D5C/F5	D5 Drip Edge, Copper 16 Oz 10/Ctn	1	PC	38.81
D8C/F8	8" Drip Edge, Copper 16 Oz 10/Ctn	1	PC	61.65
16" X 75'	Flashing, Copper Roll (1.34Lbs/Lft)	1	LBS	10.40
57C	5x7 Copper Step Flashing(100 Pc Bdl) 57C	1	BDL	184.92
4185	5x7 Aluminum Step Flashing (100 Pc Bdl)	1	BDL	23.32
18" X 10'	W-Valley Copper Flashing	1	PC	187.83
7" SwiftStart	CertainTeed Universal Starter	1	BDL	40.00
COBBLESTONE GRAY H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
COLONIAL SLATE H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
GRANITE GRAY H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
GEORGETOWN GRAY H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
HEATHER BLEND H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
CHARCOAL/MOIRE BL H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
RESAWN SHAKE H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
WEATHERED WOOD H&R	SHADOW RIDGE, CertainTeed Hip&Ridge	1	BDL	51.00
WEATHERED WOOD XT25	CertainTeed XT25 AR, 25 Year	1	BDL	25.91
MOIRE BLACK XT25	CertainTeed XT25 AR, 25 Year	1	BDL	25.91
COBBLESTONE GRAY 30-M	CertainTeed LANDMARK Metric 30-YR AR	1	BDL	25.67
COLONIAL SLATE 30-Y M	CertainTeed LANDMARK Metric 30-YR AR	1	BDL	25.67
GRANITE GRAY 30-YR M	CertainTeed LANDMARK Metric 30-YR AR	1	BDL	25.67

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
HEATHER BLEND 30-YR M	CertainTeed LANDMARK Metric 30-YR AR	1	BDL	25.67
RESAWN SHAKE 30-YR M	CertainTeed LANDMARK Metric 30-YR AR	1	BDL	25.67
WEATHERED WOOD 30-M	CertainTeed LANDMARK Metric 30-YR AR	1	BDL	25.67
WEATH. WOOD MD Prem MX	CertainTeed LANDMARK PREMIUM Metric AR X	1	BDL	29.19
WEATHERED WOOD MD TL	CertainTeed LANDMARK-TL AR, Lifetime	1	BDL	40.00
DUAL BLACK 30-YR	IKO Cambridge 30, Roofing Shingles	1	BDL	34.68
DRIFTWOOD 30-YR	IKO Cambridge 30, Roofing Shingles	1	BDL	34.68
HARVARD SLATE 30-YR	IKO Cambridge 30, Roofing Shingles	1	BDL	34.68
WEATHERED WOOD 30-YR	IKO Cambridge 30, Roofing Shingles	1	BDL	34.68
10.5"X20'	Vent, Cobra-Roll Gunable Ridge Vent	1	RL	47.47
10.5"X50'	Vent, Cobra-Roll Gunable Ridge Vent	1	RL	123.19
F-8WAB	F8 Drip Edge, Open Aluminum White 25/Ctn	1	PC	8.00
D8C/F8	8" Drip Edge, Copper 16 Oz 10/Ctn	1	PC	61.65
10' M	Drip Edge, Hicks Vented Aluminum "Mill"	1	PC	23.02
CLEAR	Shingles, White Cedar - R&R, Red Tag	1	BDL	56.62
EXTRA	Shingles, White Cedar - R&R, Blue Tag	1	BDL	68.68
Clear Maibec Gray 1-C	Shingles, Maibec W-C, Kennebunk,"1 Coat"	1	CTN	99.50
Clear H2BO Bleach	Shingles, Maibec W-C, Kennebunk,"1 Coat"	1	BDL	97.22
1/2" X 6 C-VG	Clapboard, Western Red Cedar Cvg 6'-20'	1	LF	1.61
1/2" X 6 C-VG	Clapboard, Primed Western Red Cedar Cvg	1	LF	1.87
1/2" X 6 CVG CedarSide	Clapboard, WRC Primed Fingerjoint 16'Cvg	1	LF	1.16
5/16" x 5-1/4" x 12'	Siding, Allura Smooth Cement Primed	1	PC	8.43
5/16" x 5-1/4" x 12'	Siding, Allura Cedar Cement Primed	1	PC	8.43
5/16" x 6-1/4" x 12'	Siding, Allura Smooth Cement Primed	1	PC	10.03
4'	Vent, Cor-A-Vent S-400 White Strip SS	1	EA	6.80
3' X 100' Typar	Housewrap, Typar	1	RL	54.75
9' X 100' Typar	Housewrap, Typar	1	RL	123.90
3/4" X 96"	Drip Cap, Window Aluminum Mill 100/Ctn	1	PC	3.23
2X4-8'	PT, #1 Prime MCA Ground Contact Treated	1	PC	7.77
2X4-10'	PT, #1 Prime MCA Ground Contact Treated	1	PC	9.92
2X4-12'	PT, #1 Prime MCA Ground Contact Treated	1	PC	12.17
2X4-14'	PT, #1 Prime MCA Ground Contact Treated	1	PC	14.60
2X4-16'	PT, #1 Prime MCA Ground Contact Treated	1	PC	16.38
2X6-10'	PT, #1 MCA Ground Contact Treated	1	PC	9.87
2X6-12'	PT, #1 MCA Ground Contact Treated	1	PC	11.86
2X6-14'	PT, #1 MCA Ground Contact Treated	1	PC	13.71
2X6-16'	PT, #1 MCA Ground Contact Treated	1	PC	15.54
2X6-20'	PT, #1 MCA Ground Contact Treated	1	PC	21.93

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
2X8-10'	PT, #1 MCA Ground Contact Treated	1	PC	14.99
2X8-12'	PT, #1 MCA Ground Contact Treated	1	PC	18.60
2X8-14'	PT, #1 MCA Ground Contact Treated	1	PC	20.99
2X8-16'	PT, #1 MCA Ground Contact Treated	1	PC	23.83
2X8-20'	PT, #1 MCA Ground Contact Treated	1	PC	32.45
2X10-10'	PT, #1 MCA Ground Contact Treated	1	PC	18.87
2X10-12'	PT, #1 MCA Ground Contact Treated	1	PC	22.49
2X10-14'	PT, #1 MCA Ground Contact Treated	1	PC	25.60
2X10-16'	PT, #1 MCA Ground Contact Treated	1	PC	28.89
2X10-20'	PT, #1 MCA Ground Contact Treated	1	PC	43.49
2X12-12'	PT, #1 MCA Ground Contact Treated	1	PC	33.57
2X12-16'	PT, #1 MCA Ground Contact Treated	1	PC	39.89
2X12-20'	PT, #1 MCA Ground Contact Treated	1	PC	64.67
4X4-8'	PT, #1 MCA Ground Contact Treated	1	PC	16.36
4X4-10'	PT, #1 MCA Ground Contact Treated	1	PC	18.39
4X4-12'	PT, #1 MCA Ground Contact Treated	1	PC	20.88
4X4-16'	PT, #1 MCA Ground Contact Treated	1	PC	31.39
4X6-12'	PT, #2 MCA Ground Contact Treated	1	PC	30.88
4X6-16'	PT, #2 MCA Ground Contact Treated	1	PC	40.49
6X6-12'	PT, #2 MCA Ground Contact Treated	1	PC	48.82
6X6-16'	PT, #2 MCA Ground Contact Treated	1	PC	66.33
5/4X6-10'	PT Premium MCA Ground Contact Treated	1	PC	12.56
5/4X6-12'	PT Premium MCA Ground Contact Treated	1	PC	15.16
5/4X6-14'	PT Premium MCA Ground Contact Treated	1	PC	15.81
5/4X6-16'	PT Premium MCA Ground Contact Treated	1	PC	21.04
5/4X6-20'	PT Premium MCA Ground Contact Treated	1	PC	33.79
1X6-16'	PT Premium MCA Ground Contact Treated	1	PC	14.78
1X8-12'	PT Premium MCA Ground Contact Treated	1	PC	16.43
2X2-36"	PT, Baluster Clear MCA Ground Contact	1	PC	2.16
2X2-42"	PT, Baluster Clear MCA Ground Contact	1	PC	2.52
2X2-48"	PT, Baluster Clear MCA Ground Contact	1	PC	2.88
1X4	Kayu Batu "Red Balau" R/L Tally	1	LF	1.50
1X4	Kayu Batu w/ SuperDeck Finish (#2503)	1	LF	1.78
5/4X6	Kayu Batu "Red Balau"	1	LF	3.13
4x4x8'	Meranti Solid Posts	1	PC	92.15
2X6 R/L	Meranti S4S Random Length only	1	LF	6.22
2X4-8'	Meranti - S4S, 14488	1	PC	33.53
2X4-8'	Meranti Combo Handrail, 14350	1	PC	41.72

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
2X4-12'	Meranti Combo Handrail, 14354	1	PC	60.00
2X2-36"	Meranti - Baluster	1	PC	2.79
1X4	KD Ipe - S4S, Random Length Tally only	1	LF	2.64
5/4X6	KD IPE - S4S, Random Length Tally Only	1	LF	5.84
1X4	Fir, B&Btr Vg S4S	1	LF	1.56
1X6 T&G	Fir, Edge & Center Bead C&Btr Vg	1	LF	2.41
5/4X6-12'	Azek Decking, Slate Gray SE	1	PC	43.15
5/4X6-16'	Azek Decking, Slate Gray SE	1	PC	57.53
5/4X6-20'	Azek Decking, Slate Gray SE	1	PC	71.92
11-3/4"	Azek Skirting, Slate Gray	1	EA	55.92
FMCTXT-AZ250TD	Cortex Azek PVC Screws 250 LF 2"	1	BOX	100.28
FMCTXT-AZ750TD	Cortex Azek PVC Screws 750 LF 2"	1	BOX	278.90
FMCTX-AZ100CESG	Cortex Slate Gray Azek Fasteners 100SqF	1	BOX	101.53
FMCTX-AZ300CESG	Cortex Slate Gray Azek Fasteners 300SqF	1	BOX	263.77
4X4-8'	Red Cedar, A&Btr WRC	1	PC	89.37
2X4	Red Cedar, Clear VG S4S	1	LF	5.49
2X2-36"	Red Cedar, A&Btr KD S4S, Baluster	1	PC	3.57
6' X 36" X 3-1\2 T-R	Azek Trademark Rail Kit, Round White	1	EA	134.57
8' X 36" X 3-1\2 T-R	Azek Trademark Rail Kit, Round White	1	EA	177.17
6' X 36" X 3-1\2 P-R	Azek Premier Rail Kit, Flat White	1	EA	134.57
8' X 36" X 3-1\2 P-R	Azek Premier Rail Kit, Flat White	1	EA	177.47
5-1/2 x 5-1/2	Azek Island Cap, White "5.5x5.5"	1	EA	28.17
5-1/2" x 5-1/2"	Azek Pyramid Cap, White " 5.5 x 5.5 "	1	EA	27.62
5-1/2" x 5-1/2" x 39"	Azek Post Sleeve, White " 5.5 x 5.5 "	1	EA	44.78
DS13 2-3/4"	Screw, FastenMaster Trapease 1750Ct Gray	1	BOX	184.48
DS13 2-3/4"	Screw, FastenMaster Trapease 350Ct Gray	1	BOX	43.22
ABW44Z	Simpson 4x4 Adj Post Base Z-Max (10/Ctn)	1	EA	15.56
ABW46Z	Simpson 4x6 Adj Post Base Z-Max (10/CT)	1	EA	28.32
ABW66Z	Simpson 6x6 Adj Post Base Z-Max (10/CTN)	1	EA	31.47
PB44Z	Simpson 4x4 Post Base Z-Max (10/Ctn)	1	EA	12.79
PB66Z	Simpson 6x6 Post Base Z-Max (10/Ctn)	1	EA	28.34
EPB44	Simpson 4x4 Elevated Post Base (10/Ctn)	1	EA	16.25
EPB66	Simpson 6x6 Elev Post Base (10/Ctn)	1	EA	27.42
CPS4	Simpson 4x4 Post Base, Comp Plastic (25/	1	EA	5.20
CPS46	Simpson 4x6 Post Base, Comp Plastic (25/	1	EA	7.94
CPS6	Simpson 6x6 Post Base, Comp Plastic (25/	1	EA	10.72
4X8	Lattice, White Vinyl	1	EA	27.85
8385A	Base Board, 9/16" X 3-1/2" Pine Wm662	1	LF	1.13

Construction Pricing List



Size	Item description	Ordered qty	Qty UOM	Price
5/4X8	Red Cedar, Primed F/J CVG	1	LF	4.37
1X6 r/l only	Red Cedar, T&G,WP4 CVG (V-4E) r/l 6-20'	1	LF	5.14
Anderson Windows & Doors	Percent Discount off Manufacturers List price			35%
Term - 1 year contract				
	Pricing held firm for 1 year. We recognizing that lumber is a commodity and subject to price impacts by natural disasters and legally imposed tariffs. In the event of such an occurrence, pricing will be reviewed. (and a direct market impact adjustment will be made on the market basket pricing)			

AGENDA ITEM 8H

Authorizing the execution of a contract with Accord Vending, Inc. for food and beverage vending machine services, for the Barnstable County Complex, for a period of July 1, 2018 through June 30, 2019 with the option to renew for two additional one-year periods

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Accord Vending, Inc.
14 Roberts Road, #4
Plymouth, MA 02360

THIS AGREEMENT is made this _____ day of _____ 2018 by and between Accord Vending Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for food and beverage vending machine services and maintenance for the Barnstable County Complex, the Barnstable County Second District Courthouse in Orleans, MA and the Fire Training Academy in Barnstable, MA

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

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

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

1. **Employment of Contractor.** The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Vendor shall perform the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated April 18, 2018 and its proposal dated May 10, 2018, incorporated herein by reference.
3. **Time of Performance.** The term of the contract is July 1, 2018 through June 30, 2019 with the option to renew for two additional one-year periods at the sole discretion of the County.
4. **Payment.** The vendor shall pay the County a commission of 12.8% on all vending gross sales.
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. **Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or

suspension.

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids

dated January 3, 2018.

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:



MANUEL F. ROSA - OWNER

JUNE 5, 2018
Date

AGENDA ITEM 8I

Authorizing the execution of a contract with W.B. Mason for the bulk delivery of copy paper to schools in Barnstable County and Nantucket, for the period of July 1, 2018 through June 30, 2019

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

WB Mason Co. Inc
55 Falmouth Road
Hyannis, MA 02601

THIS AGREEMENT is made this _____ day of _____ 2018 by and between (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for the Bulk Delivery of Copy Paper to Schools in Barnstable County and Nantucket.

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

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated March 5, 2018 and the Contractor's proposal dated March 27, 2018, incorporated herein as Appendix A.
3. Time of Performance. Work in connection with this Agreement shall begin upon execution of contract and continue until start of the school year, unless agreed to an extension by the schools.
4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, \$23.33 per carton.

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

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

Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration

of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

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

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

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

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

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

23. Vendors shall submit invoices within 60 days of completing the work.

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

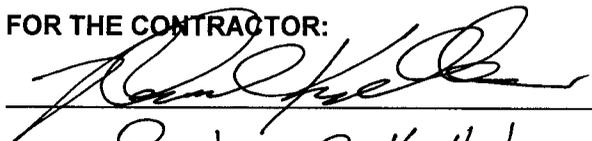
Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:



Richard Kellacher

Date
5/10/18

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

April 2, 2018

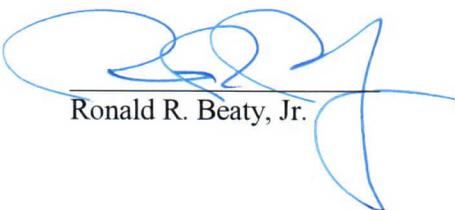
MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for the Bulk Delivery of Copy Paper to the Schools in Barnstable County and Nantucket. One bid was submitted by W.B. Mason. The price of submitted was \$23.33 per carton, which is substantially less than prices quoted by vendors on state contract. Please vote to award the contract to W. B. Mason as the responsive, responsible bidder who offered an advantageous price proposal.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.



Mary Pat Flynn



Leo Cakounes

04/11/18

Date

AGENDA ITEM 8J

Authorizing the execution of a contract with WB Mason for the supply and delivery of toners to the County and other political subdivisions, for the period of July 1, 2018 through June 30, 2019

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

WB Mason, Inc
59 Centre Street
Brockton, MA 02303

THIS AGREEMENT is made this _____ day of _____ 2018 by and between WB Mason Co., Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

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

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

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

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

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

2. Scope of Services. The Vendor shall provide toners to Barnstable County and other Political Subdivisions

3. Time of Performance. July 1, 2018 through June 30, 2019.

4. Payment. Prices highlighted on the attached spreadsheet for the following brands of toners:

Hewlett Packard
Canon
IBM
Kyocera
Lexmark
Brother

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

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or

suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

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

copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

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

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

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

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

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

23. Vendors shall submit invoices within 60 days of completing the work.

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Sheila Lyons

Date

FOR THE CONTRACTOR:

W.B. Mason Co. Inc

Date

6/01/18

AGENDA ITEM 8K

Authorizing the award of a contract with Borden & Remington Corp. for the supply and delivery of chemicals to water departments in the County for the period of July 1, 2018 to June 30, 2019

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

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

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

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

WHEREAS: Barnstable County issued an Invitation for Bids for Water Chemicals for Water Departments on for the period of July 1, 2018 through June 30, 2019.

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

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price for the towns indicated on the spreadsheet.

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

1. **Employment of Contractor.** The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated February 26, 2018 and the Contractor's bid dated March 29, 2018 incorporated herein by reference as Attachment A.
3. **Time of Performance.** Work in connection with the Agreement shall begin July 1, 2018 and continue until June 30, 2019.
4. **Payment.** The Towns shall compensate the Contractor for services provided under Scope of Services, Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such

least fifteen (15) calendar days before such effective date.

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

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

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

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

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

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

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

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period all records shall be retained until completion of the action and resolution of all issues resulting

in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

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

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

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

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

permitted by law.

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

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

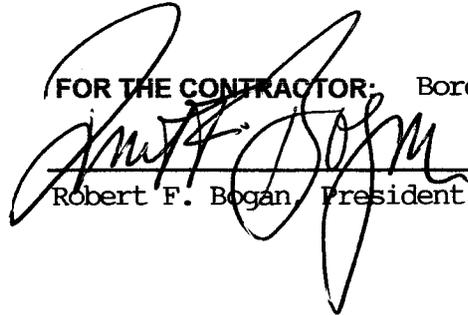
Ron Beaty

Mary Pat Flynn

Leo Cakounes

Date

FOR THE CONTRACTOR: Borden & Remington Corp.



Robert F. Bogan, President

Date: May 11, 2018

AGENDA ITEM 8L

Authorizing the Execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)