AGEND PACKET
06/19/19 REGULAR MEETING
AGENDA ITEM 8a

Authorizing the execution of an updated contractor authorized signatory form for upcoming contracts in Fiscal Year 2020, for grants from the Massachusetts Executive Office of Elder Affairs to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program
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.

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

_____________________________________________ Date:
Signature

Title: Telephone:
Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the “record copy” of a contract filed with the department.
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

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

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

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

__________________________, 20 _______.

My commission expires on:

AFFIX NOTARY SEAL

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

__________________________, 20 _______.

AFFIX CORPORATE SEAL
AGENDA ITEM 8b

Authorizing the execution of an amendment to a contract, and creation of a new fund, for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, increasing the contract amount by $122,000.00 to $213,500.00, and extending the duration from June 30, 2019 through June 30, 2020, to support the Tobacco Cessation and Prevention Program
June 5, 2019

Robert Collett
Town of Barnstable
3195 Main Street
Barnstable, MA 02630

RE: MA Tobacco Cessation and Prevention Program
Contract #: INTF2903P01190128223

Dear Mr. Collett:

This letter is to inform you that the Massachusetts Department of Public Health, Bureau of Community Health and Prevention is exercising its option to renew your current cost reimbursement contract for FY2020. The award amounts are indicated below:

Current Contract Amount for all Years: $91,500.00
FY2020 Renewal Amount: $122,000.00
New Contract Amount for all Years (FY19-FY20) $213,500.00

Duration: 7/01/18-6/30/20
Options to Renew: Yes
Scope of Service Attached: Yes
Condition Attached: No
Federal Funding: Yes

Please read any attached conditions and respond within the timeframe specified. Complete and return the enclosed contract to the MDPH Purchase of Service (POS) Office by the date indicated on the face page of the contract package. If you have any questions regarding this award please contact the people indicated below:

Program Contact: Patricia Henley, 617-624-6040, patricia.henley@state.ma.us
This award is subject to funding by the legislature and/or federal grantor. Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

An annual contract performance review process will be conducted for this contract. The contract performance review will include the examination of the results and measures component of the contract as well as overall performance related to the Scope of Service and DPH Contracting Principles.

On behalf of the Department, I want to thank you for your commitment to improve the health of the people of the Commonwealth.

Sincerely,

Walter Gadecki
Director, Administration and Finance
Bureau of Community Health and Prevention (BCHAP)
Sub Recipient Notification

The purpose of this communication is to fulfill the requirement established in 2 CFR 200. 331 (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Your organization is receiving this communication because it receives federal funds from DPH in the form of a sub-award, and DPH's relationship with your organization is defined as a sub-recipient relationship.

A sub recipient is defined as a non-federal entity that receives a sub-award from a pass-thru-entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

The attached report identifies information that DPH is required to provide to all entities that meet the description of a sub-recipient.

This communication will be sent:
1. Whenever federal sub-awards are a part of the contractual relationship between DPH and the entities that it contracts with to provide services; and
2. Whenever the amount of those federal sub-awards change during the course of the contractual relationship.

Your organization may have other contracts with DPH that are not sub-awards because they do not include federal funds. This communication does not pertain to any state funds your organization may have received from DPH.

Your organization's contract may be a combination of federal and state funds. In this case, this communication only pertains to the federal funds portion of your contract.

For a list of other requirements and information that your organization is required to adhere to as a sub-recipient of DPH, please see:
1. Commonwealth of Massachusetts Standard Contract form;
2. Purchase of Service – Attachment 3 - Fiscal Year Program Budget (if applicable);
3. The appropriate Commonwealth Terms and Conditions; and
4. The Request for Response (RFR) and related documents.

Please be advised that DPH should have access to your organization's records and financial statements as is necessary to meet the requirements of this sub-award.

Contract Number: INTF2903P01190128223
Vendor Name - FEIN: COUNTY OF BARNSTABLE - 046001419

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>CFDA</th>
<th>Appropriation</th>
<th>Grant Name</th>
<th>Agency Name</th>
<th>Start Date</th>
<th>End Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
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<td>4512-9069</td>
<td>SUBSTANCE ABUSE PREVENTION &amp; TREATMENT BLOCK GRANT</td>
<td>SAMHSA</td>
<td>10/11/2018</td>
<td>06/30/2019</td>
<td>$71,294.00</td>
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<td>Grand Total of 2019</td>
<td>06/30/2020</td>
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The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

Date: 06/13/2019

To: COUNTY OF BARNSTABLE
Re: Contract # INTF2903P01190128223

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

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

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

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

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

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

If you have any questions, please contact Patricia Henley at 617-624-6040
An original contract package must be completed by 06/24/2019 and mailed to:
Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: Luz Bonano

[Signature]
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: County of Barnstable
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979
CONTRACT #: INT-F2903P01190128223

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.)

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________________________________________
Signature

Title:  Date:

Telephone:  

Fax:  

Email:  

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

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

Sensitivity level – low
DPH Form: 8/15/14
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE

Legal Address: (W-9, W-4, T&C):
3195 MAIN ST BARNSTABLE, MA 02630-1105

Contract Manager: Julie Ferguson
E-Mail: jferguson@barnstablecounty.org
Phone: 508-376-6621
Fax: E-Mail: luz.bonanno@massmail.state.ma.us
Contractor Vendor Code: VC6000194979
Vendor Code Address (e.g. "AD001"): AD 001
(Note: The Address Id must be set up for EFT payments.)

COMMONWEALTH DEPARTMENT NAME: Department of Public Health

MMARS Department Code: DPH
Business Mailing Address:
250 Washington Street, Boston MA 02108
Billing Address (if different):
Contract Manager: Luz Bonanno
Phone: 617-624-5812
Fax: 617-624-5017
MMARS Doc ID(s): INTF2903P01190128223
RFPR/Procurement or Other ID Number: 190128

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
☑ Statewide Contract (OSD or an OSD-designated Department)
☐ Collective Purchase (Attach OSD approval, scope, budget)
☐ Service Procurement (includes State or Federal grants 815 CMR 2.00)
☐ Emergency Contract (Attach justification for emergency, scope, budget)
☐ Contract Employee (Attach Employment Status Form, scope, budget)
☐ Legislative/Other (Attach authorizing language/justification, scope and budget)

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

☑ Commonwealth Terms and Conditions
☐ Commonwealth Terms and Conditions For Human and Social Services

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/other Ready Payments (G.L. c. 29 § 23A): ☐ only initial payment (previous payments scheduled) to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.

BRIEF DESCRIPTION OF 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.)

RENEWAL WITH MAXIMUM OBLIGATION CHANGE

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations shall be incurred prior to the Effective Date.
☐ 2. may be incurred as of 07/31, 20.19, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
☐ 3. were incurred as of 07/31, 20.20, 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

CONTRACT END DATE: Contract performance shall terminate as of 06/30, 20.20, with no new obligations being incur after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall continue to be amended for the purpose of resolving any claim or dispute for completing any negotiated terms or conditions, 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, or 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 herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable COMMONWEALTH TERMS AND CONDITIONS, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 901 CMR 21.67, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: __________________________ Date: __________________________
Signature and Date Must Be Handwritten At Time Of Signature
Print Name: __________________________
Print Title: __________________________

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: __________________________ Date: __________________________
Signature and Date Must Be Handwritten At Time Of Signature
Print Name: __________________________
Print Title: __________________________

(Updated 3/21/2014) Page 1 of 5
Scope of Services

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

Contract ID#: Town of Barnstable- INTF2903P011901283223

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds.

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

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

X  Increase/Renewal
Include a clear explanation of what the funding change will support in terms of additional services.

Contract renewal with max obligation increase.
The MA Tobacco Cessation and Prevention Program is renewing this contract for $122,000.00 for FY20 to work on Tobacco related projects.

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

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

## Department of Public Health

### Vendor Name

### DPH Bureau/Program Name

<table>
<thead>
<tr>
<th>Program Component</th>
<th>FTE</th>
<th>CURRENT BUDGET (A)</th>
<th>Proposed Changes +/- (B)</th>
<th>Proposed New Budget (C)</th>
<th>Justification (D)</th>
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<tr>
<td>1. Direct Care/Prog. Support Staff</td>
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<td>Fringe Benefits</td>
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<td>1. TOTAL DIRECT CARE/PROGRAM STAFF</td>
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<th>Program Component</th>
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<th>Proposed Changes +/- (B)</th>
<th>Proposed New Budget (C)</th>
<th>Justification (D)</th>
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<td>2. Other Direct Care/Program</td>
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<tr>
<td>2. TOTAL OTHER DIRECT/PROGRAM</td>
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### Occupancy

| Program Facility | $ - |                          | $ - | |
| Facility Operations, Maint. and Furn. | $ - |                          | $ - | |

### TOTAL OCCUPANCY

|                                | $ - |                          | $ - | $ - |
| SUB TOTAL: 1 + 2 + 3           |     |                          | $ - | $ - |

### Administrative Support

| Max Cap Amount: | #DIV/0! |                          | $ - | |

### AGENCY ADMIN. SUPPORT

|                                |                          | $ - | $ - | $ - |

### TOTAL 1+ 2 + 3 + 4 + 5

|                                | $ - | $ - | $ - | $ - |
The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor
KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary
MONICA BHAREL, MD, MPH
Commissioner
Tel: 617-624-6000
www.mass.gov/dph

Date: 09/21/2018

To: COUNTY OF BARNSTABLE
Re: Contract # INTF2903P01190128223

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

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

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

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CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

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If you have any questions, please contact Laitouti, Lilia at 617-624-5781 and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: Laitouti, Lilia

An original contract package must be completed by 09/28/2018.
September 19, 2018

Sean O’Brien
County of Barnstable
3195 Main Street
Barnstable, MA 02630

RE: MA Tobacco Cessation and Prevention Program
Contract #: INTF2903P01190128223

Dear Mr. O’Brien:

The Department of Public Health Tobacco Cessation and Prevention Program is pleased to inform you that your agency is being awarded funding through the new Municipal Board of Health Tobacco and Public Health Policy RFR 190128.

Your award is as follows:

<table>
<thead>
<tr>
<th>FY19 Maximum Obligation</th>
<th>$91,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option to Renew: Yes</td>
<td></td>
</tr>
<tr>
<td>Federal Funds: Yes</td>
<td></td>
</tr>
</tbody>
</table>

Please note that funding levels are subject to change pending the final appropriation of state/federal funds. Because this is a multi-year award, the funding specifications as defined within each fiscal year’s award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.
Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year. Please read any attached conditions and respond within the timeframe specified. Complete and return the enclosed contract to the MDPH Purchase of Service Office by the date indicated on the face page of the contract package. Be sure to include a **photocopy of both pages of the “Contractor Authorized Signatory Listing.”** If you have questions regarding this award, please contact the people indicated below.

Program Contact: Jackie Doane, 617-624-5473, jacqueline.doane@state.ma.us
Purchase of Service Contact: Lilia Laitouti, 617-624-5781, lilia.laitouti1@state.ma.us

Sincerely,

[Signature]

Elizabeth Barry
Acting Director
Bureau of Community Health & Prevention
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (AOF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not strike 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/dpso under Guidance For Vendors - Forms or www.mass.gov/dpso under OSD Forms.

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE

Legal Address: (W-9, W-4,T&C):
3195 MAIN ST BARNSTABLE, MA 02630-1105

Contract Manager: Sean O’Brien
E-Mail: sobrien@barnstablecounty.org
Phone: 508-375-6621

Contractor Vendor Code: VC6000194979
Vendor Code Address ID (e.g. **AD001**): AD 001

COMMONWEALTH DEPARTMENT NAME: Department of Public Health

MMARS Department Code: DPPh

Business Mailing Address:
250 Washington Street, Boston MA 02108

Billing Address (if different):

Contract Manager: Laiouli, Lillia
E-Mail: Laiouli.Lili@massmail.state.ma.us
Phone: 617-624-6781

MMARS Doc ID(s): INF2903P0191028223
RFP/Procurement or Other ID Number: 190128

☑ NEW CONTRACT

☐ CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: 20 __
Enter Amendment Amount: ________________________________ (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
☐ Amendment to Scope or Budget (Attach updated scope and budget)
☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
☐ Contract Employees (Attach any updates to scope or budget)
☐ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

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

☐ Commonwealth Terms and Conditions ☐ 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 receipt for Commonwealth owed debts under 615 CMR 9.00.

☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). $ __________ 91,500.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: ______ Agree to standard 45 day cycle ______ statutory/legal or Ready Payments (G.L. c. 29, § 23A) ______ initial payment (subsequent payments) scheduled to support standard EFT 45 day payment cycle. See Prompt Pay 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.)

Grants To Public Entities Municipal Board of Health Tobacco and Public Health Policy Programs

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

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

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

☐ 3. were incurred as of ___, 20__ a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made other as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are

CONTRACT END DATE: Contract performance shall terminate as of ___, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and 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:
[Signature]
Date: 10-06-19

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

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
[Signature]
Date: [Date]

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

(Updated 3/21/2014) Page 1 of 5
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:
CONTRACT #:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required 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 Cavanaugh, Mary Pat Flynn, Ron Beatty

Title: County Commissioners

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, Owen G. Fletcher (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:

_________ October 3, 2018

My commission expires on:

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

_________________________, 20______.

AFFIX CORPORATE SEAL

Sensitivity level – low
DPH Form: 8/15/14
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME  County Of Barnstable
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979
CONTRACT#: INTF2903P01190128223

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

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

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

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

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

Janice O’Connell
Signature

Date: 10-3-18

Title: County Clerk
Telephone: (508) 375-6761
Fax: (508) 362-4136
Email: joconnell@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the “record copy” of a contract filed with the department.
Scope of Services
This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: County of Barnstable - INTF2903P01190128223

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

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

--County of Barnstable will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service.

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

Increase
Include a clear explanation of what the funding change will support in terms of additional services.

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

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

MTCP Board of Health Tobacco Programs
FY19 Scope of Service
October 1, 2018-June 30, 2019

BACKGROUND:
For over two decades, local Boards of Health (BOH) have been funded by MTCP to work on tobacco control and prevention strategies. BOHs play a crucial role in surveillance and enforcement as well as local policy change. Strategies to be carried out will include surveillance of the retail environment, enforcement of local and state policies, retailer education to support compliance, providing assistance to municipalities seeking to adopt tobacco-related policies and promote smoke-free environments, as well as support for other public health initiatives as applicable.

BOH programs will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service. Strategies carried out by BOH programs will also be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, and reduce exposure to secondhand smoke.

COMPONENTS:
Scope of service components include but are not limited to:

I. Tobacco Retail Surveillance and Data Collection
   • Maintain accurate lists and profiles of local establishments that sell tobacco products in the MTCP’s retailer database system
   • Establish a communication system with municipal government offices to receive regular updates of businesses that are closed and open as well as license renewals so an accurate retailer list can be maintained
   • Monitor and collect data on industry products and promotions in a sample of retail stores each quarter; it is expected that 25% of retailers will be monitored each quarter, a sample will be provided by MTCP
   • Use data to educate municipal stakeholders on tobacco industry tactics

II. Enforce Local and State Tobacco Policies
   • Retail Inspections:
     o Conduct annual retail inspections at 75% of establishments that sell tobacco
     o Conduct additional inspections after the passage of local policies to ensure compliance
     o Conduct education and enforcement activities if there are any violations of federal, state and local laws
     o Adhere to MTCP protocols to conduct inspections
   • Compliance Checks:
     o Conduct annual compliance checks with youth at 75% of establishments that sell tobacco for cigars or other tobacco products (OTP)
     o Conduct Synar compliance checks with youth at 40-50% of program’s tobacco retail stores for cigarettes, MTCP will provide the sample
     o Programs may choose to conduct 1 additional, annual compliance check at all establishments that sell tobacco to enforce a local policy of their choosing; for example, an additional OTP check or a compliance check for a local minimum legal sales age of 21
     o A portion of assigned compliance checks must be completed in every quarter of the fiscal year so checks are continuously conducted throughout the year
• Adhere to MTCP protocols to conduct compliance checks

- **Enforcement:**
  - Issue timely notification of violations if found
  - Appropriate program staff must be available to appear at hearings or for any follow up on violations needed
  - Conduct follow-up compliance checks when illegal sales to minors or complaints about illegal sales occur; follow up compliance checks should take place within 3-6 months of illegal sales to minors
  - Respond to complaints about violations of the Massachusetts Smoke-Free Workplace Law and local regulations; conduct follow-up inspections to ensure compliance

### III. Policy Promotion

- Promote and support the development of comprehensive tobacco sales regulations
- Promote and support the development of regulations that reduce exposure to secondhand smoke and vapor
- Use surveillance data to support the promotion of evidence-based tobacco regulations
- Provide assistance to local boards of health, zoning boards, city councils, and other municipal boards to promote and enact evidence-based public health policies
- Provide retailers with routine education on local and state tobacco policies to aide them in compliance

### IV. Administer Municipal Tobacco Program

- Collaborate with other MTCP and MDPH-funded programs to strengthen efforts
- As available, participate in statewide and local coalitions that have shared public health goals
- Coordinate at least 1 annual meeting with all of the program's health agent(s)/director(s) to discuss program progress and strategies
- Create communication channels that ensure that the tobacco program staff will receive routine notification from municipality(ies) on new permits and enforcement progress
- Maintain regular program communications within the municipality and with all other municipalities involved in the application

Consistent with the original RFR, additional components or expanded components may be added when more funds are available. Interventions for related issues such as chronic disease, wellness, gambling, drug paraphernalia, or substance use may be integrated into programs if funds are available. Additional options under components may be proposed if funds are available and if approval is attained by MTCP.

### STAFFING & ALLOWABLE COSTS

**STAFFING**

Each program will have a Program Coordinator/Director (preferably a minimum of 0.5 FTE) who is responsible for grant deliverables, being MTCP's point of contact for the grant, attending required meetings and trainings, coordinating policy initiatives, and must have a role and presence within the retail environment. The Coordinator/Director must be available to work irregular hours that may include evenings and weekends. Likewise, the applicant must be able to accommodate a varying work schedule for personnel. Depending on the size of the program, additional staff or consultants may be funded to work on grant enforcement activities. Supervisor and administrative time is limited to 0.1 FTE. Any new staff under this program, including youth inspectors, must be trained by MTCP or using MTCP protocols before conducting

**ALLOWABLE COSTS**

Grant funds can be used for staff salaries, benefits, payroll taxes, facilities, travel, program supplies, enforcement supplies, and related expenses. The lead applicant may charge up to 15%
to the grant for administrative costs. Programs are required to utilize MTCP communication materials and tools. Without prior written approval, MTCP funds cannot be used for equipment, paid media, development of materials or promotional items, or translation of materials.

**ADMINISTRATIVE REQUIREMENTS:**

- Submit an annual work plan and quarterly reporting and invoicing to MDPH using MTCP approved format
- Participate in all MTCP data collection and evaluation activities as requested using required protocols and reporting systems
- Site visits or requests for a field ride-along for inspections or compliance checks may be conducted as needed or as scheduled
- Staff must participate in all required training programs, meetings, and webinars; staff, youth inspectors, and contractors conducting enforcement activities such as retail inspections, retailer education, surveillance, or compliance checks must be trained by MTCP prior to conducting enforcement
- MTCP funds may not be used for lobbying purposes
- Have access to a telephone, mobile device (such as a tablet or smart phone) and a computer including e-mail, internet access, Microsoft Word, and Excel
- Receive approval from MDPH prior to the publication or dissemination of reports, white papers, manuals, and other technical documents produced with MDPH funds
- Programs may not accept funds from the tobacco industry
- Comply with the requirements of the Americans with Disabilities Act regarding access to program services
- Be a smoke-free work environment
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: County Of Barnstable
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979
CONTRACT #: INF2903P01190128223

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______________
Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the “record copy” of a contract filed with the department.

Sensitivity level – low
DPH Form: 8/15/14
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: 
CONTRACTOR VENDOR/CUSTOMER CODE: 
CONTRACT #: 

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

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

Title:

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

X

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

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

________________________, 20 _______.

My commission expires on:

AFFIX NOTARY SEAL

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

________________________, 20 _______.

AFFIX CORPORATE SEAL

Sensitivity level – low
DPH Form: 8/15/14
### Department of Public Health
**Massachusetts Tobacco Control Program**
**Program Budget & Request For Budget Revision**

**BOH (City / Town / Lead Community):** County of Barnstable

**Vendor Code:** VC000194979

**Fiscal Year:** FY19

**Service Contract Number:** INF2903P01190128223

**Program Name:** Tobacco Control Program

**MTCP ID#:**

**Today's Date:** September 6, 2018

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**Note:** Please complete this entire form, including all line items.

<table>
<thead>
<tr>
<th>Program Component</th>
<th>FTE</th>
<th>CURRENT BUDGET (A)</th>
<th>Proposed Changes +/- (B)</th>
<th>Proposed New Budget (C)</th>
<th>Justification (D)</th>
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<tbody>
<tr>
<td>1. Direct Care/Prog. Support Staff</td>
<td>Bob Collett</td>
<td>$ -</td>
<td>$ 56,000.00</td>
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<td>1. Total Direct Care/ Program Staff</td>
<td></td>
<td>$ -</td>
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<td>$ 73,122.35</td>
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</tbody>
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# Program Budget & Request For Budget Revision

**BOH (City / Town / Lead Community)**
County of Barnstable

**Program Name**
Tobacco Control Program

**Vendor Code**
VC6000194979

**Fiscal Year**
FY19

**Service Contract Number**
INTF2930P01190128223

**MTCP ID#**

**Today's Date**
9/6/2018

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**Note:** Please complete this entire form, including all line items.

<table>
<thead>
<tr>
<th>Program Component</th>
<th>CURRENT BUDGET</th>
<th>Proposed Changes +/-</th>
<th>Proposed New Budget</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2. Other Direct Care/Program</strong></td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td></td>
</tr>
<tr>
<td>Enforcement agent/youth buyer</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 1,252.85</td>
<td>113.88 hours @ $11/hour</td>
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<tr>
<td>Travel</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 6,500.00</td>
<td></td>
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<tr>
<td>Phone</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 900.00</td>
<td>9 months for phones + tablets</td>
</tr>
<tr>
<td>Program Support</td>
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<td>$ -</td>
<td>$ 575.00</td>
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<tr>
<td><strong>2. Total Other Direct/Program</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ 9,227.65</td>
<td></td>
</tr>
</tbody>
</table>

**Occupancy**

- **Program Facility**
  - $ -
  - $ -
  - $ -

- **Facility Operations, Maint. and Furn.**
  - $ -

**3. TOTAL OCCUPANCY**

- SUB TOTAL: $ 62,350.00 (1 + 2 + 3)

**Administrative Support**

**Applicable Policy Cap**

**4. AGENCY ADMIN. SUPPORT**

- $ -

**5. CAPITAL BUDGET (Attach Schedule)**

- $ -

**TOTAL 1+ 2 + 3 + 4 + 5**

- $ 91,560.00

---

**FOR DPH USE ONLY**

**Reviewed by:**

**Approved by:**

**Date:**

**Comments:**
Title to all equipment purchased under this capital budget shall vest with the governmental purchasing unit of the Department of Public Health. The Commonwealth of Massachusetts shall retain title to all assets purchased in accordance with this capital budget.
COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Superior Courthouse Building on the third day of October, A.D. 2018, motion by Commissioner Beaty to authorize the execution of a contract for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, in the amount of $91,500.00, for the period of October 1, 2018 through June 30, 2019, to support the Tobacco Cessation and Prevention Program, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Leo G. Cakounes, Chair: Y
Ronald R. Beaty, Vice-Chair: Y
Mary Pat Flynn, Commissioner: Y

A true copy, Attest, October 3, 2018

Janice O'Connell
Barnstable County Regional Clerk
AGENDA ITEM 8c

Authorizing the execution of an amendment to a sub-award agreement for a grant to the Cape Cod Cooperative Extension from the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI), to support the Sea Grant Program, in the amount of $985,500.00, for the period of February 01, 2018 through January 31, 2022, adding the remainder of Year 2 incremental funds and updating the agreement
WHOI Cost Reimbursable Research Subaward Agreement

<table>
<thead>
<tr>
<th>Pass-through Entity</th>
<th>Collaborator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woods Hole Oceanographic Institution,</td>
<td></td>
</tr>
<tr>
<td>(&quot;WHOI&quot;)</td>
<td>Cape Cod Cooperative Extension</td>
</tr>
<tr>
<td>Address: 266 Woods Hole Rd.</td>
<td>Address: Deed and Probate Bldg</td>
</tr>
<tr>
<td>Fenno House, MS #39</td>
<td>P.O. Box 367</td>
</tr>
<tr>
<td>Woods Hole, MA 02543</td>
<td>Barnstable, MA 02630-0367</td>
</tr>
<tr>
<td>EIN No.: 04-60001419</td>
<td>DUNS: 076612407</td>
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<table>
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<tr>
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<th>Total Amt of Fed Awd to WHOI:</th>
<th>Total Amount Currently Available for all EFFORTS:</th>
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</thead>
<tbody>
<tr>
<td>A101383</td>
<td>$1,426,374.00</td>
<td>$304,548.00*</td>
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Amendments to Original Terms and Conditions

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Amendment No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/01/2019</td>
<td>4</td>
</tr>
</tbody>
</table>

The purpose of this Amendment is twofold:

First: the Update of Attachment 2; and  
Second: the addition of remainder YR 2 in incremental funds for PI Diane Murphy and PI Abigail Archer as described in Attachment 4_ EFFORT 22180402 and EFFORT 22180410.

*S/B $290,048.00

Please make the following changes to your Award Agreement.

<table>
<thead>
<tr>
<th>Corrected Total Amt of Fed Awd to WHOI:</th>
<th>Total Amount Currently Available for all EFFORTS:</th>
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</thead>
<tbody>
<tr>
<td>$527,980.00</td>
<td>$513,480.00</td>
</tr>
</tbody>
</table>


Authorized Official of WHOI:

Susan P. Ferreira, Post Award Manager  
Grant & Contract Services

Authorized Official of COLLABORATOR:


WHOI Template ~ Updated Sept. 2017
General Terms and Conditions:
1. By signing this Subaward, Collaborator agrees to the following: To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency’s Award Conditions website: http://www.osec.doc.gov/oam/grants_management.

2. This Cost-reimbursable Research Subaward Agreement is subject to the following:
   a. The Federal Awarding Agency’s Grants Policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended;
   c. OMB Uniform Guidance 2 CFR Part 200; Research Terms and Conditions dated March 14, 2017 side by side with the Uniform Guidance and;
   d. DOC Research Terms and Conditions: Agency-Specific Requirements dated November 1, 2017, both c, d found at: http://www.nsf.gov/awards/managing/rtc.jsp; and
   e. NOAA Financial Assistance Administrative Terms dated December 13, 2017; found at http://www.whoi.edu/fileserver.do?id=260884&pt=2&p=215509; except for the following:
      i. No Cost extensions require the written approval of WHOI. Any requests for a No Cost extension shall be directed to the Administrative Contact as shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested
      ii. Any payment mechanisms and financial reporting requirements described in the applicable Federal Agency Terms and Conditions and/or Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) on the cover page of this Subaward Agreement; and
      iii. Any prior approvals are to be sought from WHOI and not the Federal Awarding Agency.
      iv. Prior approval must be sought for a change in Collaborator PI or change in Key Personnel as listed on the cover page of this Subaward Agreement.

3. Automatic Carry Forward: ☒ Yes ☐ No (If No, Carry Forward requests must be sent to WHOI’s Administrative Contact as shown in Attachment 3A.

4. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall vest in the Collaborator upon acquisition subject to the conditions specified in 2 CFR § 200.313 of the Uniform Guidance.

5. Treatment of Program Income, per 2 CFR § 200.307: ☒ Additive ☐ Other, Specify……..

Special Terms and Conditions:
1. Copyrights
   Collaborator grants to WHOI an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet WHOI’s obligations to the Federal Government under its Prime Award.

   Collaborator grants to WHOI the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet WHOI’s obligations to the Federal Government under its Federal Award.
2. Data Rights
   Collaborator grants to WHOI the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet WHOI’s obligations to the Federal Government under its Federal Award.

3. Data Sharing and Access:
   Collaborator agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA, the Special Award Conditions, and the Data Management/Sharing Plan submitted to the Federal Awarding Agency. Data Sharing and Access Plan attached at Appendix C if applicable.

4. Promoting Objectivity in Research (Conflict of Interest (COI)):
   By execution of this Subaward, Collaborator certifies that its COI policy complies with the requirements of the relevant Federal Awarding Agency as identified herein.

   Collaborator shall report any financial conflict of interest to WHOI’s Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Specific Terms and Conditions from:

NOAA Financial Assistance Administrative Terms-Revised December 13, 2017 as applicable but, in particular specific articles are reiterated below as directed.

III. Scientific Integrity

A. General Guidelines

1. Maintaining Integrity. The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to Collaborators.

2. Peer Review. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all Collaborators shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at: https://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. Primary Responsibility. The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

5. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

6. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct
1. Initiating Investigation. If the recipient or sub recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the recipient or Collaborator shall:

   a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

   b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

   If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

   a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

   b. Coordinate remedial action with the grants officer.

Additional Sea Grant Terms:

Acknowledgement for Publications Resulting from Sea Grant Support

All publications and/or products resulting from Sea Grant support should have an acknowledgement containing one of the statements below that best pertains to the publication or product.

It is important that the Woods Hole Sea Grant Office receive copies of all such publications and/or products. For electronic publications or web-based publications or products, we require the relevant URL.

Quantities Required:

   - Journal Reprints: 20 copies and/or the document provided electronically as a PDF file
   - Other publications/products: Please contact the Woods Hole Sea Grant office at 508-289-2665 or seagrant@whoi.edu.

Sea Grant Acknowledgement for journal articles, proceedings, theses:

   This work was funded by the Sea Grant Program at the Woods Hole Oceanographic Institution, under grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce, Grant No. NA18OAR4170104, A/S-15.

Sea Grant Acknowledgement for educational materials, websites, presentation materials:

   This work was supported by the Sea Grant Program at the Woods Hole Oceanographic Institution, Grant No. NA18OAR4170104, A/S-15.

Note: If this work was partially supported by Woods Hole Sea Grant, you may modify the acknowledgements above, and insert “partially” before the word “funded” (top example) or “supported” (bottom example).
WHOI PI:  
Dr. Matthew Charette  
Collaborator PI:  
Diane Murphy  

Project Title:  
“A/S-15 “Woods Hole Sea Grant Marine Extension Program””

<table>
<thead>
<tr>
<th>Effort Period of Performance</th>
<th>Budget Period</th>
<th>Amt Currently Available for this EFFORT</th>
<th>Total Amount This Effort Title</th>
</tr>
</thead>
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<td>2/01/2018-3/31/2019</td>
<td>$287,068.00</td>
<td>$985,500.00</td>
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</table>

Reporting Requirements  
Incremental Funding Statement  
Cost Sharing Statement  
(See this EFFORT, Page 3 for all that Apply)

Amendments to Original Terms and Conditions

Effective Date:  
2/01/2019  
Amendment No:  
4

The purpose of this amendment is the addition of remainder Year 2 in incremental funds in the amount $198,432.00. Budget Period hereby extended through 1/31/2020. Period of Performance remains through 1/31/2022. Total amount Currently Available for Payment is increased to $485,500.00.

Please make the following Changes to your Subaward Agreement.

<table>
<thead>
<tr>
<th>Effort Period of Performance</th>
<th>Budget Period</th>
<th>Amt Currently Available for this EFFORT</th>
<th>Total Amount This Effort Title</th>
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<tr>
<td>2/01/2018-1/31/2022</td>
<td>2/01/2018-1/31/2020</td>
<td>$485,500.00</td>
<td>$985,500.00</td>
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</table>

Attachment 4 ~ EFFORT 22180402_ Page 3

Incremental Funding:
This Agreement is incrementally funded. The total amount of this Agreement is $985,500.00.

The amount currently available for payment is $485,500.00 which covers the Budget Period as extended and the Period of Performance as stated on the cover page of this EFFORT.

WHOI’s obligation for the difference of $500,000.00 is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Collaborator to make these funds available.

Cost Share Requirements:
The total of $657,177.00 on this Subaward has been committed for Cost Share.

Cost Share amount for Year 1 and Year 2 is increased by $126,763.00. Total amount of Cost Share for YR1 and YR 2 is now $313,702.00.

Cost Share amount for Year 3 is $168,105.00 and will be committed with future increment of funds.

Cost Share amount for Year 4 is $175,370.00 and will be committed with future increment of funds.

All Cost Share must be documented on your invoices with period and cumulative totals reported.

All other Terms and Conditions remain as agreed.
WHOI PI:  
Dr. Matthew Charette

Collaborator PI:  
Abigail Archer

Project Title:
A/S-15 “Evaluation of river herring passage before and after a dam removal – research, education, and outreach.”

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<th>Effort Period of Performance: 9/01/2018-1/31/2020</th>
<th>Budget Period: 9/01/2018-1/31/2019</th>
<th>Amt Currently Available this EFFORT: $2,980.00</th>
<th>Total Amt This Effort Title $27,980.00</th>
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</thead>
</table>

- **☑ Reporting Requirements**  
- **☑ Incremental Funding Statement**  
- **☑ Cost Sharing Statement**

(See this EFFORT, Page 3 for all that Apply)

### Amendments to Original Terms and Conditions

Effective Date: 2/01/2019  
Amendment No: 4

The purpose of this amendment is the addition of remainder Year 2 in incremental funds in the amount $25,000.00. Budget Period and Period of Performance hereby extended through 1/31/2020. Total amount Currently Available for Payment is increased to $27,980.00.

*Please make the following Changes to your Subaward Agreement.*

<table>
<thead>
<tr>
<th>Effort Period of Performance: 9/01/2018-1/31/2020</th>
<th>Budget Period: 9/01/2018-1/31/2020</th>
<th>Amt Currently Available this EFFORT: $27,980.00</th>
<th>Total Amt This Effort Title $27,980.00</th>
</tr>
</thead>
</table>

**Incremental Funding:**  
This Agreement is incrementally funded. The total amount of this Agreement is $27,980.00.

The amount currently available for payment is $27,980.00 which covers the Budget Period and the Period of Performance as extended.

This is the final increment of funds and fully funds this EFFORT.

**Cost Share Requirements:**  
The total of $11,500.00 on this Subaward has been committed for Cost Share.

Cost Share amount for Year 1 and Year 2 is increased by $11,500.00 for a new total of $11,500.00.

All Cost Share must be documented on your invoices with period and cumulative totals reported.

*All other Terms and Conditions remain as agreed.*
AMENDMENT TO
FINANCIAL ASSISTANCE AWARD

CFDA NO. AND NAME
11.417 Sea Grant Support

PROJECT TITLE
Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022

RECIPIENT NAME
WOODS HOLE OCEANOGRAPHIC INSTITUTION

STREET ADDRESS
266 WOODS HOLE RD

CITY, STATE, ZIP CODE
WOODS HOLE MA 02543-1536

FEDERAL AWARD ID NUMBER
NA18OAR4170104

AMENDMENT NUMBER
6

EFFECTIVE DATE
02/01/2019

COSTS ARE REVISED AS FOLLOWS:

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<th></th>
<th>PREVIOUS ESTIMATED COST</th>
<th>ADD</th>
<th>DEDUCT</th>
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<td>$886,967.00</td>
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<td>RECIPIENT SHARE OF COST</td>
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<td>$460,364.00</td>
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<td>TOTAL ESTIMATED COST</td>
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<td>$1,347,331.00</td>
<td>$0.00</td>
<td>$3,485,441.00</td>
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</table>

REASON(S) FOR AMENDMENT.
1. To provide continued funding for the project entitled "Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" per the recipient's application dated 11/21/2017, which is incorporated by reference.
2. To revise NOAA Administrative Specific Award Conditions.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

× SPECIFIC AWARD CONDITION(S)

LINE ITEM BUDGET

OTHER(S):

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
Nadia Musa

DATE
05/10/2019

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Susan Ferreira

DATE
05/20/2019
1) Multi-Year Special Award Condition

(REVISED MULTI-YEAR) The award period and budget(s) incorporated into this award cover a four-year period for a total amount of $4,469,888 in Federal funds. However, Federal funding available at this time is limited to $2,234,944.00 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, "Amendment to Financial Assistance Award," if at all possible prior to the expiration of each year's activities.

The funding period for this award is 2/01/2018 through 1/31/2020 and may be extended through 1/31/2022.

2) Matching Requirement

Since this award requires the Recipient to provide $460,364.00 in project-related costs from non-federal sources, the Recipient must maintain in its official accounting records an accounting of $1,347,331.00 as of the cumulative of Federal and non-Federal share.
**AMENDMENT TO FINANCIAL ASSISTANCE AWARD**

**CFDA NO. AND NAME**
11.417 Sea Grant Support

**PROJECT TITLE**
Amendment to Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022

**RECIPIENT NAME**
WOODS HOLE OCEANOGRAPHIC INSTITUTION

**AMENDMENT NUMBER**
7

**STREET ADDRESS**
266 WOODS HOLE RD

**EFFECTIVE DATE**
09/01/2019

**CITY, STATE, ZIP CODE**
WOODS HOLE MA 02543-1536

**EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)**
N/A

### COSTS ARE REVISED AS FOLLOWS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Previous Estimated Cost</th>
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<th>Total Estimated Cost</th>
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<td><strong>FEDERAL SHARE OF COST</strong></td>
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<td>$2,363,341.00</td>
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<tr>
<td><strong>RECIPIENT SHARE OF COST</strong></td>
<td>$1,172,100.00</td>
<td>$25,330.00</td>
<td>$0.00</td>
<td>$1,197,430.00</td>
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<tr>
<td><strong>TOTAL ESTIMATED COST</strong></td>
<td>$3,485,441.00</td>
<td>$75,330.00</td>
<td>$0.00</td>
<td>$3,560,771.00</td>
</tr>
</tbody>
</table>

**REASON(S) FOR AMENDMENT.**

1. To provide continued funding for the project entitled "Amendment to Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" per the recipient's application dated 06/12/2018, which is incorporated by reference.

2. To revise NOAA Administrative Specific Award Conditions.


This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

**X SPECIFIC AWARD CONDITION(S)**

**LINE ITEM BUDGET**

**OTHER(S):**


**SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER**
Nadia Musa

**DATE**
05/15/2019

**PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL**
Susan Ferreira

**DATE**
05/22/2019
Special Award Conditions

Award Number: NA18OAR4170104
Amendment Number: 7

1) Multi-Year Special Award Condition
(REVISEd)(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 4-year period for a total amount of $200,000.00 in Federal funds. However, Federal funding available at this time is limited to $100,000.00 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, Amendment to Financial Assistance Award, if at all possible prior to the expiration of each year's activities.

The funding period for this award is 09/01/2018 through 01/31/2020 and may be extended through 01/31/2022.

2) Matching Requirement
Since this award requires the recipient to provide $25,330.00 in project-related costs from non-Federal sources, the recipient must maintain in its official accounting records an accounting of $75,330.00 as the cumulative of Federal and non-Federal share.
AGENDA ITEM 8d

Authorizing the execution of a contract with Acme Shorey Precast Concrete Products, for Drainage Structures and Hot Mix Items for Towns in Barnstable County, for a period from April 1, 2019 through March 31, 2020, with the option to renew for one (1) additional year.
AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Acme Shorey Precast Concrete Products
PO Box 347
No. Falmouth, MA 02556

THIS AGREEMENT is made this 13th day of MAY 2019 by and between Acme Shorey Precast Concrete Products (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Ron Bergstrom 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 issued an Invitation for Bids for Drainage Structures and Hot Mix Items for Towns in Barnstable County

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

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest prices for drainage structures as highlighted on the attached spreadsheet incorporated herein as Appendix 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 contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated February 20, 2019 and the Contractor’s bid dated March 21, 2019 incorporated herein as Appendix B.

3. Time of Performance. Contract period is April 1, 2019 through March 31, 2020, with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided low bids prices submitted in their bid and as highlighted on the attached spreadsheet.

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

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

6. Termination for Convenience of Town. The 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 Town 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.

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

9. Subcontracting. None of the services to be provided to the Towns 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 Towns 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 Town or
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 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 Towns.

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
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 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 151 E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County 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 Town 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.

24. Vendors must submit Certified Payroll Statements prior to being paid for work.

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Bergstrom

Mary Pat Flynn

Ron Beaty

____________________________
Date

____________________________
Date

FOR THE CONTRACTOR:

[Signature]

May 13th 2019

Date
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<tr>
<th>Town</th>
<th>Item</th>
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INSTRUCTIONS TO BIDDERS

1. Defined Terms.

The term "County" means the County of Barnstable, MA through the County Commissioners.

The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the County (on the basis of the County's and Towns' evaluations as hereinafter provided) makes an award.

The term "Owner" may mean the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet and/or Yarmouth.

2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from the Office of the County Commissioners.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The County in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. Examination of Contract Documents and Site(s).

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the Towns to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, by-laws, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.2 If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.
4. **Interpretations.**

All questions about the meaning or intent of the Contract Documents shall be submitted to the County in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County, as having received the Documents. Questions received less than seven days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. **Bid Security.**

5.1 Bid Security shall be made payable to the County, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond. Only bonds from companies licensed to do business in the Commonwealth of Massachusetts shall be accepted and the bond shall so state.

5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security (Bonds) and Insurance Binders, whereupon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within five (5) working days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) by the County to Contractor and the required Contract Security is furnished or the sixty-first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

6. **Contract Time.**

The Contract Time begins **April 1, 2019** and terminates **March 31, 2020**, or when the Contract amount has been expended, whichever occurs first. If the bids are extended for 1 year, then the new Contract period for all Towns will be from **April 1, 2020** to **March 31, 2021**. The County reserves the right to extend the Contract under the same terms, conditions, and estimated quantities for a maximum period of one (1) year from date of expiration. If the County chooses to extend a contract, then the County will forward a written notice to the Contractor. If the Contractor refuses to extend the contract for the additional year (if selected by the County), then that Contractor will be considered in breach of contract and will not be allowed to bid on similar contracts for one (1) year.

7. **Substitute Material and Equipment.**

The Contract, if awarded, will be on the basis of material and equipment described/specified in the Contract Specifications. Whenever it is indicated in the Contract Specifications that a substitute or "approved equivalent" item of material or equipment may be furnished or used by Contractor if acceptable, application for such acceptance will not be considered by the County until after the "effective date of the Agreement".

8. **Bid Form.**

8.1 All Bids must be submitted on the Bid forms bound herein; additional copies may be obtained from the County.
8.2 Bid Forms must be completed in ink or by typewriter. The Bid unit price of each item bid on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

8.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed below the signature.

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 The address to which communications regarding the Bid are to be directed must be shown.


Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

10. Modification and Withdrawal of Bids.

10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

11. Opening of Bids.

Bids will be opened publicly. They will be read aloud, and an abstract of the amounts of the base Bids will be made available after the opening of Bids.

12. Bids to Remain Open.

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the County may, in its sole discretion, release any Bid prior to that date.
13. **Award of Contract.**

13.1 The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The County reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of a column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.2 In evaluating Bids, the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and prices if requested in the Bid forms shall be considered. The Contract shall be awarded to the lowest, qualified, responsive and responsible Bidder.

13.3 Investigations may be conducted as deemed necessary (including but not limited to requesting a list of all projects completed by a Bidder) to assist in the evaluation of any Bid and to satisfactorily establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents within the prescribed time.

13.4 The right is reserved to reject the Bid of any Bidder who does not satisfactorily pass any such evaluation.

13.5 If the Contract is to be awarded, it will be awarded to the lowest, qualified, responsive and responsible Bidder whose evaluation indicates that the award will be in the best interests of the Project or Services.

13.6 If the Contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

14. **Signing of Agreement.**

When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) counterparts of the Agreement and all other Contract Documents. Within five (5) working days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to the County.

15. **Special Legal Requirements.**

All bids shall be submitted in accordance with all requirements of all laws and regulations governing the performance of work on the Project or Services. Bidder warrants and represents that it has read and is familiar with all such requirements.

16. **Other.**

16.1 Termination of a Contract or Services by any Town shall not invalidate or alter the terms of a Contract or Services with any other Town.

16.2 Each Town shall be solely responsible for payment of invoices due Contractor for quantities ordered and received by that Town only.
SPECIAL PROVISIONS

GENERAL

The Work under this Contract consists of providing various materials as described herein to the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet and/or Yarmouth through an Agreement with the County of Barnstable.

All Work done under this Contract shall be in conformance with the 1988 Massachusetts Highway Department (MDOT) Standard Specifications for Highways and Bridges, the Supplemental Specifications, the 2005 Standard Special Provisions, the 2010 Construction Standard Details, and the 2009 Manual on Uniform Traffic Control Devices, all as amended, and these Special Provisions.

NO FUEL PRICE ADJUSTMENT WILL BE ALLOWED FOR ANY OF THE CONTRACT BID ITEMS CONTAINED HEREIN. As noted on the Bid Form, a liquid asphalt price adjustment will be allowed for the Hot Mix Asphalt (Loaded on Town Trucks) ONLY. No other bid items will be allowed price adjustments.

The Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

The vendor shall furnish manufacturer's certification that the materials conform to the specifications. All material shall be delivered to and off loaded at each Town's Highway Division yard or to a mutually agreeable site, except Hot Mix Asphalt which shall be loaded on Town trucks at the plant. All costs of transportation shall be included in the prices bid. If, at any time, the materials delivered are found to be substandard, the vendor shall be responsible for removing the offending material at their cost, within ten (10) working days after receiving notification from the Town.

All deliveries shall be made during each Town's normal business hours, Monday through Friday (except legal holidays), and in the presence of an authorized Town employee or agent.

Delivery shall be immediate unless the item is out of stock or not normally stocked, then the vendor shall notify the Town and shall make delivery within ten (10) days.

If at any time the vendor is unable to furnish materials or services as ordered by a Town:

* The vendor shall be obligated to obtain delivery from another supplier and will in turn invoice the Town at the price specified in the Contract, or
* The Town may order such materials or services from such places as are available, and the vendor shall reimburse the Town for all expenses incurred above the Contract price.

If services of the vendor are subsequently deemed to be unsatisfactory to any Town and/or are in violation of these specifications, a Town shall notify the said vendor in writing. If mutually agreeable arrangements cannot be achieved between the Town and the vendor, the terms of the Contract for that Town will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three (3) days after mailing said notification. Termination of a Contract by any Town shall not invalidate or alter the terms of a similar Contract with any other Town.

The vendor receiving an award shall, at no expense to any Town, adhere to Massachusetts General Law Chapter 111F - "Right to Know Law" as it shall apply to the items contained in the award notice.
MSDS labels and data are required where applicable.

**ESTIMATED QUANTITIES BY TOWN**

Each Town has provided the estimated quantities for each bid item that it is presently planning to use which can be found in the bid form. Because of unanticipated funding levels and bid results, these estimated quantities are for bid purposes only and can not be guaranteed. If there is no quantity provided for an item, then that specific Town does not intend to use that item.

**UNIT PRICE WORK**

Initially, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item. The prices bid shall, without exception, include all royalties and other costs arising from patents, trademarks, and copyrights in any way involved in the materials to be supplied.

When the accepted quantity of Work varies from the estimated quantity, the CONTRACTOR shall accept as payment in full, so far as each contract item is concerned, payment at the original Contract unit price for the accepted quantity of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantity.

Each Town does not guarantee any minimum quantity of Unit Price Work. The CONTRACTOR may contact each Town to obtain information regarding quantities used in previous years, if he so chooses. However, each Town will not guarantee that an equal or greater quantity of Unit Price Work will be requested. Each Town reserves the right to purchase quantities of Contract materials from other sources for emergency or other reasons.

The vendor shall submit separate invoices accompanied by signed delivery slips to each using division/department of each Town.

It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of Work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by each Town.

**TAXES**

State taxes will be excluded from all General and Sub-bids. The Towns shall provide their exemption certificate number to the CONTRACTOR. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
WEIGHING

All materials requiring payment by weight shall be weighed at a certified scale prior to delivery and the weigh slips shall be delivered to and signed by a Town representative. Each Town may provide use of its scale and require gross weights and vehicle tare weights verified at time of delivery.

MISCELLANEOUS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.

INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ITEM 200 HOT MIX ASPHALT (LOADED ON TOWN TRUCKS)

Bituminous Concrete (Hot Mix Asphalt) shall be manufactured in conformance with the material, composition, mixing, testing and plant requirements of Standard Specification Section M3. Top course mix, binder course mix and dense mix shall be furnished, as required, and loaded on Town trucks.

ITEM 208 4'x4' PRECAST LEACH GALLEY
ITEM 209 1,000 GALLON PRECAST CATCH BASIN
ITEM 210 1,000 GALLON PRECAST LEACH PIT
ITEM 211 4' DIAMETER PRECAST CATCH BASIN W/OFFSET TOP

All precast structures shall be capable of withstanding H-20 loading with a minimum concrete strength of 4,000 psi @ 28 days. Steel reinforcement shall be Grade 60 meeting ASTM-A-615 requirements.

The 1,000 Gallon Precast Solid Catch Basin shall have a solid bottom or include a 6' diameter Basin Pad meeting the same requirements as the structures. The cost of the Base Pad shall be included with the cost of the structure.

The 4' Diameter Precast Catch Basin w/Offset Top shall have separate top with an offset opening. The structure shall have a 4 foot deep sump below the outlet pipe.
The Town shall specify the hole diameter and hole location(s) at the time of order.

The manufacturer shall deliver the structure to the Town DPW or at the installation location as specified by the Town.

Payment for the precast drainage structures shall be by the Contract Unit Price per Each delivered.
Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

Company: Acme Shorey Precast Concrete Products

Address: PO Box 347

No. Falmouth, MA 02556

Signature of Individual Signing
Bld, or Corporate Officer: John D Ooi, President

Telephone Number: 508-548-9607

Social Security Number
Or Federal Identification Number: 042542232

Date: March 21, 2019

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30, 39M.
HOT MIX ASPHALT AND DRAINAGE STRUCTURES
BID FORM AND ESTIMATED QUANTITIES BY TOWN

Each Town has provided estimated quantities for each bid item that it presently intends to order. These estimated quantities are for bid purposes only and can not be guaranteed. The estimated amounts are also a total aggregate which the town intends to use during the contract period and the bidder should familiarize themselves with the minimum job quantities defined in the individual specifications for each item.

BID IDENTIFICATION: ROAD CONSTRUCTION HOT MIX ASPHALT AND DRAINAGE STRUCTURES (UNIT PRICE WORK)

THIS BID IS SUBMITTED TO:
(Name and Address of Owner) Office of the County Commissioners
Superior Court House
P.O. Box 427
Barnstable, Massachusetts 02630

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of April 1, 2019 to March 31, 2020, with an option to renew for one additional year and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County’s Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.

3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.

3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.

BF-1
4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.

5. The following documents are attached to and made a condition of this Bid:

   5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.

6. Communications concerning this Bid shall be addressed to:

   Company Name: Acme Shorey Precast Concrete Products
   Address: P.O. Box 374 No. Falmouth MA 02556
   Telephone No.: 508-548-9607
   Fax No.: 508-548-1664
   E-mail Address: bblackledge@acme-shorey.com
   Bidder's Contact Person: Bruce Blackledge

7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

8. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

SUBMITTED on March 21, 2019.

An Individual

By________________________________________(SEAL)

(Individual's Name and Signature)

doing business as _______________________________________

Business address: _______________________________________

_____________________________________________________

Phone No.: ___________________________________________
A Partnership

By ____________________________________________ (SEAL)
(Firm Name)

__________________________________________
(General Partner Name and Signature)

Business address: ____________________________________________

__________________________________________

Phone No.: ____________________________________________

A Corporation

By ____________________________________________
(Acmi Shorey Precast Concrete Products)
(Corporation Name)

Massachusetts
(State of Incorporation)

By ________________ Attest
_________________________ (Secretary)
(Name of person authorized to sign and Signature)
(Corporate Seal)

North Falmouth MA 02556

Business address: ____________________________________________

PO Box 374

Phone No.: 508-548-9607
A Joint Venture

By ____________________________________________

(Name and Signature)

______________________________________________

(Address)

By ____________________________________________

(Name and Signature)

______________________________________________

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)
BID FORM AND ESTIMATED QUANTITIES
HOT MIX ASPHALT AND DRAINAGE STRUCTURES
(UNIT PRICE WORK)

State the Unit Bid Price (written in words and in numerals) for each Town listed. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

Price Adjustments: The Massachusetts Department of Transportation (MassDOT) method for calculating price adjustments due to cost fluctuations in liquid asphalt, Portland cement, diesel fuel, gasoline, and structural steel shall apply to this bid. The Liquid Asphalt adjustment shall apply to Hot Mix Asphalt (Loaded on Town Trucks) on orders greater than 100 tons where the adjustment results in a change in the Unit Price of 5% or more. No other adjustments will made to the remaining bid items.

The Liquid Asphalt price adjustment shall be based on the difference between the price at the time of the bid (base bid price) and the price on the date of paving. The Liquid Asphalt base bid price shall be the price posted on the MassDOT Website for the month of December, 2018.

Tied Bids: In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.
**A cost by each Town to account for Town costs to pick up this material shall be added to the above unit costs to obtain a total cost for each Town.**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED QUANTITY</th>
<th>HOT MIX ASPHALT (LOADED ON TOWN TRUCKS)</th>
<th>PER TON</th>
<th>Mileage between the plant and the Highway Division in each Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barnstable</td>
<td>750</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Brewster</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatham</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dennis</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harwich</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orleans</td>
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<tr>
<td>Sandwich</td>
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<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED QUANTITY</th>
<th>4' X 4' PRECAST LEACH GALLEY</th>
<th>PER EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town</td>
<td></td>
<td>Unit Price in Words</td>
<td>In Numerals</td>
</tr>
<tr>
<td>Barnstable</td>
<td>10</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Brewster</td>
<td>50</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Chatham</td>
<td>2</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
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<tr>
<td>Dennis</td>
<td>20</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
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<tr>
<td>Sandwich</td>
<td>8</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Yarmouth</td>
<td>10</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
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<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED QUANTITY</th>
<th>1000 GALLON PRECAST CATCH BASIN</th>
<th>PER EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town</td>
<td></td>
<td>Unit Price in Words</td>
<td>In Numerals</td>
</tr>
<tr>
<td>Barnstable</td>
<td>10</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
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<tr>
<td>Brewster</td>
<td>25</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
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<tr>
<td>Chatham</td>
<td>6</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
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<tr>
<td>Dennis</td>
<td>5</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
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<tr>
<td>Sandwich</td>
<td>4</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
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<table>
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<tr>
<th>ITEM NO.</th>
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<th>PER EACH</th>
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<tbody>
<tr>
<td>Town</td>
<td></td>
<td>Unit Price in Words</td>
<td>In Numerals</td>
</tr>
<tr>
<td>Barnstable</td>
<td>10</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
</tr>
<tr>
<td>Brewster</td>
<td>25</td>
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<tr>
<td>Chatham</td>
<td>8</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
</tr>
<tr>
<td>Dennis</td>
<td>10</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
</tr>
<tr>
<td>Sandwich</td>
<td>6</td>
<td>Six Hundred Forty Seven Dollars</td>
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BF-7
<table>
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<tr>
<th>Town</th>
<th>Quantity</th>
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<th>In Numerals</th>
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<tbody>
<tr>
<td>Barnstable</td>
<td>10</td>
<td>Four Hundred Seventy Five Dollars</td>
<td>$ 475.00</td>
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<td>15</td>
<td>Four Hundred Seventy Five Dollars</td>
<td>$ 475.00</td>
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<tr>
<td>Chatham</td>
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<tr>
<td>Dennis</td>
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<tr>
<td>Sandwich</td>
<td>2</td>
<td>Four Hundred Seventy Five Dollars</td>
<td>$ 475.00</td>
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<tr>
<td>Yarmouth</td>
<td>5</td>
<td>Four Hundred Seventy Five Dollars</td>
<td>$ 475.00</td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CON芙RS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
License # 1780862
HUB International New England
222 Milliken Boulevard
Fall River, MA 02721

CONTACT
Catherine Lawrence
PHONE (508) 235-2207
FAX (508) 235-2207
E-MAIL catherine.lawrence@hubinternational.com

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acadia Insurance Company</td>
<td>31325</td>
</tr>
<tr>
<td>Firemen's Insurance Company of Washington, D.C.</td>
<td>21784</td>
</tr>
<tr>
<td>Navigators Insurance Company</td>
<td>42307</td>
</tr>
<tr>
<td>Continental Western Insurance Company</td>
<td>10804</td>
</tr>
<tr>
<td>American Guarantee &amp; Liability Insurance Company</td>
<td>26247</td>
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</table>

INSURED
Acme Shorey Precast Co. Inc.
PO Box 1539
Harwich, MA 02645

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY Exp (MM/DD/YYYY)</th>
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<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>CPA1301428-28</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td>B AUTOMOBILE LIABILITY</td>
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<td>12/1/2018</td>
<td>12/1/2019</td>
<td>COMBINED SINGLE LIMIT (Per accident) $1,000,000</td>
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<td>C UMBRELLA LIABILITY</td>
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<td>12/1/2019</td>
<td>EACH OCCURRENCE $10,000,000</td>
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<td>D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WPA0316767-19</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>E.L. EACH ACCIDENT $500,000</td>
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<td>E Equipment Floater</td>
<td>CIM5182149-14</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>leased/rented excess limits $500,000</td>
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<td>F Excess Umbrella</td>
<td>AEC4301026-00</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>excess limits $6,000,000</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

For information only.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
### ADDITIONAL REMARKS SCHEDULE

**AGENCY**

HUB International New England

**LICENSE #**

1780862

**NAMED INSURED**

Acme Shorey Precast Co. Inc.

PO Box 1538

Harwich, MA 02645

---

**POLICY NUMBER**

SEE PAGE 1

**CARRIER**

SEE PAGE 1

**EFFECTIVE DATE**

SEE PAGE 1

---

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** ACORD 25  **FORM TITLE:** Certificate of Liability Insurance

---

***Additional Policies***

**Contractors Pollution**

Carrier: Illinois Union NAIC #33667

Policy # CPYG2741667601 Term: 12/01/2017-12/01/2019

$1,000,000 Each Occ/$2,000,000 Aggregate

**Motor Truck Cargo**

Acadia Insurance Co

Policy # CIM5182149 term: 12/01/2018-12/01/2019

Limit $500,000 Per Conveyance

**Professional Liability**

Ironshore Specialty Insurance Co

Policy # 002419003
term : 6/04/2018-6/04/2019

$2,000,000 Each Claim/$2,000,000 Aggregate

**Installation Floater**

Acadia Insurance Co

Policy # CIM5182149 term: 12/01/2018-12/01/2019

Limit $300,000 Per Jobsite

Deductible $5,000
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Bid Award

Barnstable County issued Invitation for Bids for Drainage Structures and Hot Mix for Towns in Barnstable County. Three (3) bidders responded. Please award the bids to the responsive, responsible bidders offering the lowest prices per town at the prices highlighted on the attached spreadsheet:

ACME Shorey Precast Concrete Products
Aggregate Industries - Northeast

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.    Mary Pat Flynn     Ronald Bergstrom

Date: 04/10/19
<table>
<thead>
<tr>
<th>Town</th>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Price</th>
<th>Unit Price</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Aggregate Industries</td>
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<td>TON</td>
<td>750</td>
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<td>79/1.5 miles</td>
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<td>74 - 35 miles</td>
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</tr>
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<td>TON</td>
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<td>74 - 42 miles</td>
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<td>500</td>
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<td>79/11.0 miles</td>
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<td>208</td>
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<td>EA</td>
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</table>
COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the East Wing Conference Room, in the Old Jail Building, on the tenth day of April, A.D. 2019, motion by Commissioner Beaty to authorize the award of contracts for Drainage Structures and Hot Mix to ACME Shorey Precast Concrete Products, and Aggregate Industries - Northeast, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, Attest, April 11, 2019

Barnstable County Regional Clerk