

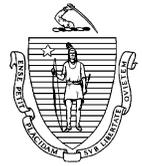
**AGEND PACKET**  
**06/19/19 REGULAR MEETING**

# 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

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

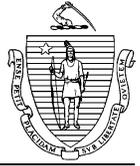
Email:

[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.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**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



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

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:	<u>\$91,500.00</u>
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](mailto: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**

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2019	93-959	4512-9069	SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT	SAMHSA	10/11/2018	06/30/2019	\$71,294.00
<b>Grand Total of 2019</b>							<b>\$71,294.00</b>
Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2020	93-959	4512-9069	SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT	SAMHSA	07/01/2019	06/30/2020	\$71,294.00
<b>Grand Total of 2020</b>							<b>\$71,294.00</b>



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

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Governor

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Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MONICA BHAREL, MD, MPH  
Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

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](http://www.mass.gov/osc) under Guidance for Vendors-Forms or at [www.mass.gov/osd](http://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., 8<sup>th</sup> Floor  
Boston, MA 02108-4619  
Attention: **Luz Bonano**

# 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.

AUTHORIZED SIGNATORY NAME	TITLE

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 ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> COUNTY OF BARNSTABLE		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address: (W-9, W-4,T&amp;C):</b>  3195 MAIN ST BARNSTABLE, MA 02630-1105		<b>Business Mailing Address:</b>  250 Washington Street, Boston MA 02108	
<b>Contract Manager:</b> Julie Ferguson		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> jferguson@barnstablecounty.org		<b>Contract Manager:</b> Luz Bonano	
<b>Phone:</b> 508-375-6621	<b>Fax:</b>	<b>E-Mail:</b> luz.bonano@massmail.state.ma.us	
<b>Contractor Vendor Code:</b> VC6000194979		<b>Phone:</b> 617-624-5812	<b>Fax:</b> 617-624-5017
<b>Vendor Code Address Id (e.g. "AD001"):</b> AD 001 (Note: The Address Id must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> INTF2903P01190128223	
<input type="checkbox"/> <b>NEW CONTRACT</b>		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <b>815 CMR 2.00</b> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <b>Employment Status Form</b> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <b>Prior</b> to Amendment: <u>06/30</u> , 20 <u>19</u> , Enter Amendment Amount: \$ <u>122,000.00</u> (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>213,500.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01</u> , 20 <u>19</u> , a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u> , 20 <u>20</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> 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 <b>Contractor Certifications</b> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

## 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- 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.**

**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).





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Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

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Secretary

MONICA BHAREL, MD, MPH  
Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://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](http://www.mass.gov/osc) under Guidance for Vendors-Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD forms.

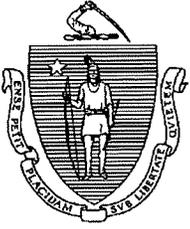
All attachments must be completed for your contract package to be processed.

**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 **Laitouti, Lilia** at **617-624-5781**  
An original contract package must be completed by **09/28/2018** and mailed to:

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



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

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 Governor

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 Lieutenant Governor

MARYLOU SUDDERS  
 Secretary

MONICA BHAREL, MD, MPH  
 Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

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:

---

FY19 Maximum Obligation	<b><u>\$91,500.00</u></b>
Option to Renew: Yes	
Federal Funds: Yes	

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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.

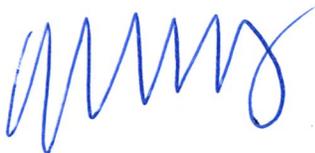
Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent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

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

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Sincerely,

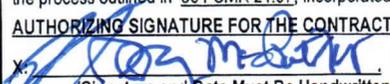


Elizabeth Barry  
Acting Director  
Bureau of Community Health & Prevention

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> COUNTY OF BARNSTABLE		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 3195 MAIN ST BARNSTABLE, MA 02630-1105		<b>Business Mailing Address:</b> 250 Washington Street, Boston MA 02108	
<b>Contract Manager:</b> Sean O'Brien		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> sobrien@barnstablecounty.org		<b>Contract Manager:</b> Laitouti, Lilia	
<b>Phone:</b> 508-375-6621	<b>Fax:</b>	<b>E-Mail:</b> lilia.laitouti1@massmail.state.ma.us	
<b>Contractor Vendor Code:</b> VC6000194979		<b>Phone:</b> 617-624-5781	<b>Fax:</b> 617-624-5017
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> INTF2903P01190128223	
		<b>RFR/Procurement or Other ID Number:</b> 190128	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>91,500.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30</u> , 20 <u>19</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>10-08-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounes Ron Brady, Mary Pat Flynn</u> Print Title: <u>County Commissioners</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



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 Cakounes, 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, 20 18.

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

# 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.

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	County Commissioner
Mary Pat Flynn	County Commissioner
Ron Beaty	County Commissioner

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

  
 \_\_\_\_\_  
 Signature

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

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### 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:**
  - Conduct annual retail inspections at 75% of establishments that sell tobacco
  - Conduct additional inspections after the passage of local policies to ensure compliance
  - Conduct education and enforcement activities if there are any violations of federal, state and local laws
  - Adhere to MTCP protocols to conduct inspections
- **Compliance Checks:**
  - Conduct annual compliance checks with youth at 75% of establishments that sell tobacco for cigars or other tobacco products (OTP)
  - Conduct Synar compliance checks with youth at 40-50% of program's tobacco retail stores for cigarettes, MTCP will provide the sample
  - 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
  - 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 #:** 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.

AUTHORIZED SIGNATORY NAME	TITLE

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

\_\_\_\_\_  
Signature

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.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



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

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**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:

**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







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



**Attachment 2-Updated**  
**WHOI Cost Reimbursable Research Subaward Agreement**  
**DOC/NOAA**

**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](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;
  - b. **Department of Commerce Financial Assistance Standard Terms and Condition Dated April 30, 2019**; both a & b found near the top of the following page:  
[http://www.osec.doc.gov/oam/grants\\_management/policy/default.htm](http://www.osec.doc.gov/oam/grants_management/policy/default.htm).
  - 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.who.edu/files/server.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](tel:508-289-2665) or [seagrant@whoi.edu](mailto: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).

**Attachment 4**  
**Cost Reimbursable Research Subaward Agreement**  
**EFFORTS**

**Effort 22180402****Page 1**

WHOI PI:

**Dr. Matthew Charette**

Collaborator PI:

**Diane Murphy**

Project Title:

**"A/S-15 "Woods Hole Sea Grant Marine Extension Program""**

Effort Period of Performance:

**2/01/2018-1/31/2022**

Budget Period:

**2/01/2018-3/31/2019**

Amt Currently Available for this EFFORT:

**\$287,068.00**

Total Amount This Effort Title

**\$985,500.00**

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.*

Effort Period of Performance:

**2/01/2018-1/31/2022**

Budget Period:

**2/01/2018-1/31/2020**

Amt Currently Available for this EFFORT:

**\$485,500.00**

Total Amount This Effort Title

**\$985,500.00****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.*

**Effort 22180410****Page 1**

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."**

Effort Period of Performance:

**9/01/2018-1/31/2020**

Budget Period:

**9/01/2018-1/31/2019**

Amt Currently Available this EFFORT:

**\$2,980.00**

Total Amt This Effort Title

**\$27,980.00**

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.*

Effort Period of Performance:

**9/01/2018-1/31/2020**

Budget Period:

**9/01/2018-1/31/2020**

Amt Currently Available this EFFORT:

**\$27,980.00**

Total Amt This Effort Title

**\$27,980.00****EFFORT 22180410\_ Page 3****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

FEDERAL AWARD ID NUMBER

NA18OAR4170104

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

AMENDMENT NUMBER

6

STREET ADDRESS

266 WOODS HOLE RD

EFFECTIVE DATE

02/01/2019

CITY, STATE, ZIP CODE

WOODS HOLE MA 02543-1536

EXTEND PERIOD OF PERFORMANCE TO  
(IF APPLICABLE)

N/A

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 1,426,374.00	\$ 886,967.00	\$ 0.00	\$ 2,313,341.00
RECIPIENT SHARE OF COST	\$ 711,736.00	\$ 460,364.00	\$ 0.00	\$ 1,172,100.00
TOTAL ESTIMATED COST	\$ 2,138,110.00	\$ 1,347,331.00	\$ 0.00	\$ 3,485,441.00

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.
3. To incorporate DOC Financial Assistance Standard Terms and Conditions dated April 30, 2019.

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

## Special Award Conditions

**Award Number:** NA18OAR4170104

**Amendment Number:** 6

### 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

FEDERAL AWARD ID NUMBER

NA18OAR4170104

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:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 2,313,341.00	\$ 50,000.00	\$ 0.00	\$ 2,363,341.00
RECIPIENT SHARE OF COST	\$ 1,172,100.00	\$ 25,330.00	\$ 0.00	\$ 1,197,430.00
TOTAL ESTIMATED COST	\$ 3,485,441.00	\$ 75,330.00	\$ 0.00	\$ 3,560,771.00

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.
3. To incorporate DOC Financial Assistance Standard Terms and Conditions dated April 30, 2019.

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

05/15/2019

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 13<sup>th</sup> 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 31<sup>st</sup> 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.

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

9. Subcontracting. None of the services to be provided to the 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

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

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

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

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

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

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

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

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

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

to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the 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:**

*Erin W. Lueders*  
\_\_\_\_\_

MAY 13<sup>TH</sup> 2019

\_\_\_\_\_  
Date

Town	Item	Description	Unit	Estimate d	Unit Price	Unit Price	Unit Price
					Lawrence Lynch	ACME Shorey	Aggregate Industries
Barnstable	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	750	74/20 miles		79/1.5 miles
Brewster	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	74 - 35 miles		79/6.0 miles
Chatham	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	74 - 42 miles		79/10.0 miles
Dennis	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	74 - 31 miles		79/.5 miles
Harwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	74 - 36 miles		79/3.0 miles
Orleans	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	74 - 43 miles		79/11.0 miles
Sandwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	700	74 - 19 miles		79/12.0 miles
Yarmouth	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	74 - 23 miles		79/5.0 miles
Barnstable	208	4'x4' Precast Leach Galley	EA	10		\$279.00	
Brewster	208	4'x4' Precast Leach Galley	EA	50		\$279.00	
Chatham	208	4'x4' Precast Leach Galley	EA	2		\$279.00	
Dennis	208	4'x4' Precast Leach Galley	EA	20		\$279.00	
Sandwich	208	4'x4' Precast Leach Galley	EA	8		\$279.00	
Yarmouth	208	4'x4' Precast Leach Galley	EA	10		\$279.00	
Barnstable	209	1000 Gallon Precast Catch Basin	EA	10		\$875.00	
Brewster	209	1000 Gallon Precast Catch Basin	EA	25		\$875.00	
Chatham	209	1000 Gallon Precast Catch Basin	EA	6		\$875.00	
Dennis	209	1000 Gallon Precast Catch Basin	EA	5		\$875.00	
Sandwich	209	1000 Gallon Precast Catch Basin	EA	4		\$875.00	
Barnstable	210	1000 Gallon Precast Leach Pit	EA	10		\$647.00	
Brewster	210	1000 Gallon Precast Leach Pit	EA	25		\$647.00	
Chatham	210	1000 Gallon Precast Leach Pit	EA	8		\$647.00	
Dennis	210	1000 Gallon Precast Leach Pit	EA	10		\$647.00	
Sandwich	210	1000 Gallon Precast Leach Pit	EA	6		\$647.00	
Barnstable	211	4' Diameter Precast Catch Basin w/Offset Top	EA	10		\$475.00	
Brewster	211	4' Diameter Precast Catch Basin w/Offset Top	EA	15		\$475.00	
Chatham	211	4' Diameter Precast Catch Basin w/Offset Top	EA	2		\$475.00	
Dennis	211	4' Diameter Precast Catch Basin w/Offset Top	EA	5		\$475.00	
Sandwich	211	4' Diameter Precast Catch Basin w/Offset Top	EA	2		\$475.00	
Yarmouth	211	4' Diameter Precast Catch Basin w/Offset Top	EA	5		\$475.00	

## 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, where upon 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.

#### **9. Submission of Bids.**

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 sub-standard, 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.

**PLEASE USE THIS AS THE COVER SHEET FOR YOUR BID**  
**CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

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

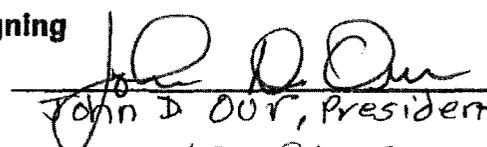
I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other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

Company: Acme Shorey Precast Concrete Products

Address: PO Box 347

No. Falmouth MA 02556

Signature of Individual Signing

Bld, or Corporate Officer:   
John D Orr, President

Telephone Number: 508-548-9607

Social Security Number

Or Federal Identification Number: 042542732

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:

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____

(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.

- 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: PO Box 374 No. Falmouth MA 02556  
 Telephone No.: 508-548-9607  
 Fax No.: 508-548-1664  
 E-mail Address: bblackledge@acmeshorey.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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

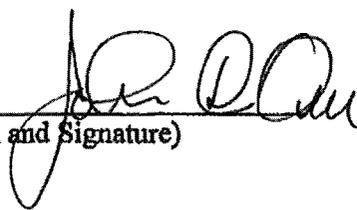
Phone No.: \_\_\_\_\_

A Corporation

By Acme Shorey Precast Concrete Products  
(Corporation Name)

MASSACHUSETTS

(State of Incorporation)

By John D. Orr, President   
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest Joan A Orr  
(Secretary)

Business address: PO Box 374

North Falmouth MA 02556

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 be 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.

ITEM NO. 200	ESTIMATED QUANTITY	HOT MIX ASPHALT (LOADED ON TOWN TRUCKS)	PER TON	Mileage between the plant and the Highway Division in each Town
**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.				
Town		Unit Price in Words	In Numerals	Mileage
Barnstable	750			
Brewster	500			
Chatham	100			
Dennis	500			
Harwich	100			
Orleans	100			
Sandwich	700			
Yarmouth	500			

ITEM NO. 208	ESTIMATED QUANTITY	4' X 4' PRECAST LEACH GALLEY	PER EACH
Town		Unit Price in Words	In Numerals
Barnstable	10	Two Hundred Seventy Nine Dollars	\$ 279.00
Brewster	50	Two Hundred Seventy Nine Dollars	\$ 279.00
Chatham	2	Two Hundred Seventy Nine Dollars	\$ 279.00
Dennis	20	Two Hundred Seventy Nine Dollars	\$ 279.00
Sandwich	8	Two Hundred Seventy Nine Dollars	\$ 279.00
Yarmouth	10	Two Hundred Seventy Nine Dollars	\$ 279.00

ITEM NO. 209	ESTIMATED QUANTITY	1000 GALLON PRECAST CATCH BASIN	PER EACH
Town		Unit Price in Words	In Numerals
Barnstable	10	Eight Hundred Seventy Five Dollars	\$ 875.00
Brewster	25	Eight Hundred Seventy Five Dollars	\$ 875.00
Chatham	6	Eight Hundred Seventy Five Dollars	\$ 875.00
Dennis	5	Eight Hundred Seventy Five Dollars	\$ 875.00
Sandwich	4	Eight Hundred Seventy Five Dollars	\$ 875.00

ITEM NO. 210	ESTIMATED QUANTITY	1000 GALLON PRECAST LEACH PIT	PER EACH
Town		Unit Price in Words	In Numerals
Barnstable	10	Six Hundred Forty Seven Dollars	\$ 647.00
Brewster	25	Six Hundred Forty Seven Dollars	\$ 647.00
Chatham	8	Six Hundred Forty Seven Dollars	\$ 647.00
Dennis	10	Six Hundred Forty Seven Dollars	\$ 647.00
Sandwich	6	Six Hundred Forty Seven Dollars	\$ 647.00

ITEM NO. 211	ESTIMATED QUANTITY	4' DIAMETER PRESET CATCH BASIN W/OFFSET TOP	PER EACH
<i>Town</i>		<i>Unit Price in Words</i>	<i>In Numerals</i>
Barnstable	10	Four Hundred Seventy Five Dollars	\$ 475.00
Brewster	15	Four Hundred Seventy Five Dollars	\$ 475.00
Chatham	2	Four Hundred Seventy Five Dollars	\$ 475.00
Dennis	5	Four Hundred Seventy Five Dollars	\$ 475.00
Sandwich	2	Four Hundred Seventy Five Dollars	\$ 475.00
Yarmouth	5	Four Hundred Seventy Five Dollars	\$ 475.00





## ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England		License # 1780862	NAMED INSURED Acme Shorey Precast Co. Inc. PO Box 1539 Harwich, MA 02645
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 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

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

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

**Elaine Davis**  
Chief Procurement Officer

April 4, 2019

**MEMORANDUM**

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

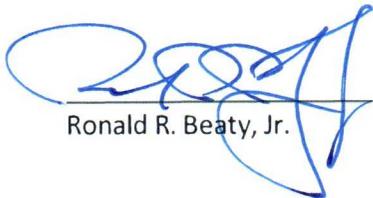
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Barnstable County issued Invitation for Bids for Drainage Structures and Hot Mix for Towns in Barnstable County. Three (3) bidders responded. Please award the bids to the responsive, responsible bidders offering the lowest prices per town art the prices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

04/10/19  
Date

Town	Item	Description	Unit	Estimate d	Unit Price	Unit Price	Unit Price
					Lawrence Lynch	ACME Shorey	Aggregate Industries
Barnstable	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	750	74/20 miles		79/1.5 miles
Brewster	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	74 - 35 miles		79/6.0 miles
Chatham	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	74 - 42 miles		79/10.0 miles
Dennis	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	74 - 31 miles		79/ .5 miles
Harwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	74 - 36 miles		79/3.0 miles
Orleans	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	74 - 43 miles		79/11.0 miles
Sandwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	700	74 - 19 miles		79/12.0 miles
Yarmouth	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	74 - 23 miles		79/5.0 miles
Barnstable	208	4'x4' Precast Leach Gallev	EA	10		\$279.00	
Brewster	208	4'x4' Precast Leach Gallev	EA	50		\$279.00	
Chatham	208	4'x4' Precast Leach Gallev	EA	2		\$279.00	
Dennis	208	4'x4' Precast Leach Gallev	EA	20		\$279.00	
Sandwich	208	4'x4' Precast Leach Gallev	EA	8		\$279.00	
Yarmouth	208	4'x4' Precast Leach Gallev	EA	10		\$279.00	
Barnstable	209	1000 Gallon Precast Catch Basin	EA	10		\$875.00	
Brewster	209	1000 Gallon Precast Catch Basin	EA	25		\$875.00	
Chatham	209	1000 Gallon Precast Catch Basin	EA	6		\$875.00	
Dennis	209	1000 Gallon Precast Catch Basin	EA	5		\$875.00	
Sandwich	209	1000 Gallon Precast Catch Basin	EA	4		\$875.00	
Barnstable	210	1000 Gallon Precast Leach Pit	EA	10		\$647.00	
Brewster	210	1000 Gallon Precast Leach Pit	EA	25		\$647.00	
Chatham	210	1000 Gallon Precast Leach Pit	EA	8		\$647.00	
Dennis	210	1000 Gallon Precast Leach Pit	EA	10		\$647.00	
Sandwich	210	1000 Gallon Precast Leach Pit	EA	6		\$647.00	
Barnstable	211	4' Diameter Precast Catch Basin w/Offset Top	EA	10		\$475.00	
Brewster	211	4' Diameter Precast Catch Basin w/Offset Top	EA	15		\$475.00	
Chatham	211	4' Diameter Precast Catch Basin w/Offset Top	EA	2		\$475.00	
Dennis	211	4' Diameter Precast Catch Basin w/Offset Top	EA	5		\$475.00	
Sandwich	211	4' Diameter Precast Catch Basin w/Offset Top	EA	2		\$475.00	
Yarmouth	211	4' Diameter Precast Catch Basin w/Offset Top	EA	5		\$475.00	

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