MEMORANDUM OF UNDERSTANDING
Among

The Massachusetts Water Pollution Abatement Trust
Three Center Plaza, Suite 430
Boston, MA 02108

and

The Massachusetts Department of Environmental Protection
One Winter Street
Boston, MA 02108

and

Barnstable County, Acting by and Through the Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

This Memorandum of Understanding ("MOU") is entered into this 21 day of March, 2013, by and among the Massachusetts Water Pollution Abatement Trust (the "Trust"), the Massachusetts Department of Environmental Protection ("DEP") and Barnstable County, acting by and through the Cape Cod Commission (the "Commission") (collectively, the "Parties").

WHEREAS, Chapter 716 of the Acts of 1989, as amended ("Chapter 716"), established the Cape Cod Commission as the regional planning and land use commission for Cape Cod and further provides that the Commission shall be an agency within the structure of Barnstable County government, and

WHEREAS, pursuant to Chapter 716, the Commission is the successor to the Cape Cod Planning and Economic Development Commission ("CCPEDC"), and

WHEREAS, CCPEDC, as the then-designated area-wide planning agency for Cape Cod under § 208 of the Federal Clean Water Act, 33 U.S.C. 1288 ("§ 208"), prepared a Water Quality Management Plan for Cape Cod which was approved by DEP and the United States Environmental Protection Agency ("EPA") in 1978, and

WHEREAS, the Commission, is now the designated area-wide planning agency for Cape Cod for purposes of § 208 and 40 C.F.R. Part 130, and

WHEREAS, DEP has directed the Commission to prepare an update to the 1978 Water Quality Management Plan for Cape Cod (the "Project") in accordance with § 208 and 40 C.F.R. Part 130, and

WHEREAS, the Board of Trustees of the Trust has voted to provide State Revolving Fund moneys from its Administrative Expense Fund to the Commission to provide funding for the Project, subject to the terms of this MOU and applicable law, and

WHEREAS, DEP will provide oversight and administration of the funds, in accordance with the terms of this MOU and "The Commonwealth of Massachusetts WPA DEP Administrative Expendable Trust" (the "Expendable Trust"), established pursuant to a Declaration of Trust executed as of March 21, 2007 by Ian A. Bowles, Secretary, Executive Office of Environmental Affairs, and

WHEREAS, the Parties seek to memorialize their mutual understanding regarding the scope of services, corresponding project plan and budget, and disbursement of funds for the Project.

NOW THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES OF THE TRUST

A) The Trust has committed to provide the Commission with up to three million, three hundred fifty thousand dollars ($3,350,000.00) to fund the Project, to be disbursed as the Project is further described and defined in the Project Plan (Attachment A) and Detailed Budget (Attachment B), as and when said documents, together with Attachments C and D (described below), are finalized, filed with the Trust, and attached hereto. Of this amount, up to three million dollars ($3,000,000.00) shall be used to fund the work described in the Scope of Work in Attachment C (the water quality management plan) and three hundred fifty thousand dollars ($350,000.00) shall be used to fund the work described in the Scope of Work in Attachment D (the Watershed MVP planning application), unless otherwise agreed to in writing by the Trust, DEP and the Commission. With respect to the amount available to fund the work described in Attachment D, the Trust acknowledges that a portion thereof may be allocated for payment of work already performed by the Commission under the contract between the Commission and DEP, dated August 29, 2012, a copy of which is attached hereto as Attachment E.

B) The Trust agrees to fund the Expendable Trust on a quarterly basis. The Trust will base funding for the initial quarter on the Detailed Budget in Attachment B. For each subsequent quarter, after completing the budget reconciliation process for the prior quarter, the Trust will fund the Expendable Trust by taking into consideration the amounts requested by the Commission and any revisions to the Detailed Budget approved by the Trust, DEP and the Commission.

2. RESPONSIBILITIES OF DEP

A) DEP agrees to provide oversight and administration of the funds, including responsibility for reviewing and approving within ten business days invoices

submitted by the Commission, reviewing and approving within ten business days the Commission's Requests for Proposals for work pertaining to the project, and reviewing and approving within ten business days the Commission's quarterly progress reports, including any proposed changes to the Detailed Budget and Project Plan.

B) DEP agrees to request funds from the Trust utilizing the budget reconciliation process in Attachment F.
C) Upon approval of the Commission's invoices, DEP will seek to expedite payment to the Cape Cod Regional Capital Planning and Design Fund.
D) DEP will review and comment on, or approve and accept, preliminary deliverables, within thirty (30) days of receipt.

3. RESPONSIBILITIES OF THE COMMISSION

A) The Commission agrees to perform the work described in Attachments C and D.
B) The Commission agrees to provide DEP and the Trust with written quarterly progress reports for review and approval. The first quarterly progress report shall include any proposed changes to the Project Plan or Detailed Budget and the basis for such proposed changes. Each subsequent quarterly progress report shall include a description of the cumulative progress against the Project Plan, including any approved changes, and a quarterly and Project-to-date analysis of budget to actual expenses.
C) The Commission agrees to request DEP approval of each proposed Request for Proposals for work pertaining to the Project.
D) The Commission may provide DEP with invoices for payment on a weekly basis in accordance with the Commonwealth Terms and Conditions.
E) The Commission agrees that the Trust or DEP may request from time to time, and at or following completion of the Project, that an audit be performed to determine that funds provided hereunder were used for eligible costs, which shall mean such costs that were contemplated by this MOU and that are lawfully eligible to be funded by the Trust. In the event any funds are determined to have been used for non-eligible costs, the Commission shall repay such amounts to the Trust.
F) The Commission will submit a Draft of the 208 update to DEP not more than 12 months from DEP's approval of a revised Scope of Work and execution of a contract between DEP and the Commission to provide funding and to provide and delineate the parties' obligations required to complete this deliverable.

4. CONTRACT NEGOTIATION AND EXECUTION

A) Performance of the Trust's commitment to provide funding for the Project shall not commence until a contract between the Commission and DEP is executed in accordance with State laws and regulations.
B) An authorized signatory of the Commission and DEP shall execute a Commonwealth Standard Contract Form and file it as prescribed by the Comptroller of the Commonwealth.

C) In addition, an authorized signatory of the Commission shall execute the Commonwealth Terms and Conditions and file it as prescribed by the Comptroller of the Commonwealth.

5. PROJECT OFFICERS

The Trust, DEP and the Commission each agree to appoint and maintain a Project Officer to coordinate the implementation of this MOU. The Parties hereby appoint the following initial Project Officers:

For the Trust:	Susan E. Perez Executive Director
For DEP:	Steve McCurdy Director of Municipal Services
For [Commission/County]:	Paul Niedzwiecki Executive Director

Each Party may change its designated Project Officer by providing written notice to each of the other parties. The Project Officers or their designees shall meet on a regular basis to address any matters arising from time-to-time in the course of implementing the Project.

6. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this MOU on behalf of the public entity on whose behalf they are signing, and that all substantive and procedural preconditions to their effective execution of this MOU on behalf of said public entities have been satisfied. Pursuant to Section 4(a)(6) and (9) of Chapter 716, the Barnstable County Commissioners hereby approve the Cape Cod Commission entering into this MOU and further approve the expenditure of the funds to be provided hereunder, subject to the terms of this MOU and applicable law and regulations, including, without limitation, Barnstable County administrative and budgetary procedures.

7. MISCELLANEOUS

A) Amendments. This MOU and all Attachments hereto may be amended by mutual agreement of the Parties in writing.

B) Term. This MOU shall be effective upon execution and continue until three years from the date DEP issues a Notice to Proceed to the Commission, unless an extension in time is agreed to in writing by the Parties.

C) Termination. Any Party may terminate this MOU by written notice, effective on the date stated in the notice, to the other Parties, if either of the other Parties substantially fail to fulfill its obligations hereunder through no fault of the terminating party, or if either of the other Parties violates or breaches any of the provisions of this MOU. In the event of such termination, the Commission, unless the termination was caused by its failure to fulfill any of its obligations hereunder or by its violation or breach of the provisions of this MOU, 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 MOU, up to and including the date of receipt of notice of termination.

IN WITNESS WHEREOF, the TRUST, DEP and the COMMISSION have executed this Memorandum of Understanding this ___ day of _____, 2013.

THE CAPE COD COMMISSION

By: _____
Paul Niedzwiecki,
Executive Director

Date: 3/14/13

MASSACHUSETTS WATER POLLUTION ABATEMENT TRUST

By: _____
Steven Grossman
Treasurer and Receiver General

Date: 3/20/13

APPROVED BY:

THE BARNSTABLE COUNTY COMMISSIONERS

By: _____
Mary Pat Flynn, Chairman

And: _____
William Doherty, Vice-Chair

And: _____
Sheila Lyons, Commissioner

Date: 3/15/13

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Kenneth L. Kimmell,
Commissioner,

Date: 3/19/13

ATTACHMENTS

A: Project Plan
B: Detailed Budget
C: Scope of Work – Update of Plan
D: Scope of Work – Watershed MVP Web Based Planning Application
E: Commonwealth Standard Contract and Terms and Conditions
F: Expendable Trust Requisition Form

Attachment A

Cape Cod Area-Wide Water Quality Management Plan

It is necessary to develop an area wide water quality management plan for the Cape Cod region pursuant to Section 208 of the Clean Water Act (the "208 Plan") to restore and protect Cape Cod's water resources in an acceptable phased approach that integrates affordability, appropriate infrastructure and growth management. The 208 Plan will include a comprehensive analysis of all factors contributing to water quality degradation, but prioritize management of controllable nutrients due to the current conditions in the region.

Through the 208 Plan, work should be completed with stakeholders to provide the following during the planning process:

1. Create a process to narrow those portions of the region requiring significant management efforts by identifying priority planning areas across Cape Cod for the prioritization of water quality restoration and the identification of cost effective planning opportunities;

2. Provide policy guidance, building on the existing Regional Wastewater Management Plan, to support efficient, watershed based planning that identifies optimal wastewater management solutions;

3. Facilitate and coordinate wastewater planning by: (1) working directly with towns on priority water quality needs within shared watersheds, (2) incorporating wastewater planning information developed at the local level into regional planning efforts, (3) engaging stakeholders at the watershed level and providing tools to identify optimal nutrient management solutions, (4) building consensus for sustainable, alternative, and affordable solutions, where appropriate, that consider energy efficiency, community benefit, and resource recovery, including, but not limited to, technologies such as anaerobic digesters, (5) building consensus for shared infrastructure development where appropriate, and, (6) supporting technology transfer between towns to support planning and adaptive management;

4. Prioritize water resources and identify actions to achieve water quality goals as quickly as possible where such actions are efficient and affordable. Identify specific embayments, sub-embayments, watersheds and sub-watersheds, times of travel, nutrient removal levels, and other factors to support achievement of TMDLs in a timely manner;

5. Establish a regulatory agency working group to oversee 208 planning process, identify appropriate regulatory changes, and propose action plans for the U.S. Environmental Protection Agency, Army Corps, DEP and other appropriate state agencies, regional, and local governmental entities to achieve TMDLs;

6. Create a robust public participation process that will be implemented on several levels. Similar to the process established in the 208 Plan of 1978, the Commission will convene an Advisory Committee (AC) to address global and strategic issues impacting the whole

region, including representation from the Cape Cod Water Protection Collaborative and towns. In addition, watershed level advisory committees will be established to consider wastewater management options (including various alternative and traditional treatment options) and identify preferred alternatives to meet TMDL in each watershed. Ad-hoc committees of town representatives in shared, priority planning areas will be convened to examine options for inter-municipal agreements for shared responsibility for nitrogen reductions and opportunities to save tax payer dollars through the development of shared infrastructure, asset management, and by other means.

The Cape Cod Commission and Barnstable County have been working on elements of the 208 Plan including compilation of land and water use data and the development of GIS-based wastewater management tools. The 208 planning effort will consist of detailed regional and sub-watershed analysis of alternatives to achieve the goal of water quality restoration.

It is understood by the parties to this MOU that the full expanse of data necessary to develop a Project plan, including specific tasks, timelines and costs is not currently possible. Parties have concurred that the hire by CCC of a Project Manager is integral to the development of the data sets leading to the construction of an adequate Project Plan. WPAT and MassDEP have therefore given preliminary approval for CCC to hire a Project Manager for the 208 Update; the hiring of which will facilitate the development of the Project Plan. Parties are agreed that during the one hundred days following execution of this MOU, the Commission, and its Project Manager, in consultation with MassDEP, will develop a project plan for the 208 update. The Project plan will tie specific deliverables to a project timeline that will insure the completion of key items by the contracted milestone dates. The Project plan will also define and tie specific deliverables to the project budget, establishing appropriate costs for key elements. The Project Plan will be appended to the MOU by reference, upon approval by MassDEP and WPAT.

ATTACHMENT B
Detailed Budget

The Cape Cod Commission has developed the following high level budget plan for the major components of developing a 208 water quality management plan update including:

Project Management	$350,000
Planning/Engineering Services	950,000
Information and Innovation	1,050,000
Regionally Consistent Pilot Projects	500,000
Community Engagement	500,000

As the specific requirements and procurement plans are developed for this scope of work, a more detailed budget plan will be submitted as a deliverable at the end of Quarter 1. At this time, the Commission anticipates requiring:

Personnel services for data collection, generation, and integration for new tools, pilot project evaluation, public outreach, and interaction with consultants and various advisory and ad hoc committees;

Legal services for developing model inter-municipal agreements and memoranda of agreement, negotiating the terms of these agreements in shared priority planning areas, negotiating agreements concerning existing infrastructure, identifying capital financing options, development of an infrastructure procurement strategy, and permitting requirements, including rates and fees associated with appropriate services;

Consulting services related to alternatives analysis, identification and evaluation of preferred solutions in watersheds, optimizing existing infrastructure, sizing and location of infrastructure, cost estimates for existing and new development and public outreach among others to be identified;

Technology needs may include equipment, to be identified.

Budget Forecast for Quarter One of the Project Plan

Consultant costs resulting from contracts awarded from the initial round of Commission procurements (subject to change after cost proposals are opened):

Project Management/Technical Assistance	$55,000
Technical Assistance/Watershed Alternatives	20,000
Web based tool for Public Education	25,000
Commission Staff Costs	
Planning ($68-$112/hr)	38,000
GIS ($59-$92/hr)	32,000
Technical Staff ($66-$100)	35,500
Wastewater Smart Map and Cost Model (contract dated 8/29/12)	
Costs through February 14, 2013	124,200
Estimated costs through May 2013	125,000
Total	$454,700

Attachment C

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Scope of Work: Area Wide Water Quality Management Plan

BACKGROUND & PURPOSE

The Problem

As the population has increased on Cape Cod, so has the amount of nutrients entering our coastal waters and freshwater ponds. In just one generation, we have seen eelgrass replaced by thick mats of algae, ponds choked with algae, diminishing shellfisheries, and decreasing dissolved-oxygen concentrations—occasionally leading to massive fish and shellfish kills.

A number of sources of nutrients (nitrogen and phosphorus) enter our coastal and fresh waters, but wastewater is by far the largest source, accounting for about 80% of the nutrients that enter our groundwater and surface waters.

The vast majority of properties on Cape Cod rely on on-site septic systems to treat wastewater, and these systems are responsible for about 85% (or about 8.2 billion gallons per year) of the total wastewater flow on Cape Cod. But, conventional on-site septic systems are designed to remove pathogens, not nutrients, and so today we are confronting the enormous challenge of improving wastewater treatment in order to restore the quality of our waters.

The severe degradation of the quality of our coastal and fresh waters is a Cape-wide problem. The watersheds to the ponds and coastal embayments comprise close to 80% of the entire land area of Cape Cod, and two or more towns share more than half of the embayment watersheds. The scale of the problem requires a similarly scaled set of solutions – one that presents cost effective and efficient alternatives Cape-wide.

Past Planning and Technical Assistance

In 1975, Governor Dukakis designated the Cape Cod Planning and Economic Development Council (CCPEDC) as the organization responsible for developing a regional water quality management plan for Cape Cod waters, in response to increasing population growth along the

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shoreline, expected growth in the inland areas of the region and the impact of that growth on water resources. This plan was completed in 1978 and approved by EPA in accordance with Section 208 of the Clean Water Act. It described the major water quality and wastewater management problems confronting Cape Cod and offered a series of alternatives in the areas of land use controls, wastewater management, non-point source controls, and institutional arrangements for improved water quality management. Specifically, it recommended that a number of towns move forward with facilities planning and construction under Section 201 of the Clean Water Act. This all came during a time when up to 85% of the cost associated with planning and construction of these types of capital projects was available through federal grants.

Since the 1978 plan was approved the Cape Cod Commission was established by the Cape Cod Commission Act as the successor to the CCPEDC. The Commission has provided technical expertise to towns and the region, as well as regulatory reviews of major developments and water-related infrastructure proposals. Staff activities support the region-wide goals, as described in the Cape Cod Regional Policy Plan:

- to maintain the overall quality and quantity of Cape Cod's groundwater to ensure a sustainable supply of high quality untreated drinking water and to preserve and improve the ecological integrity of marine and fresh surface waters;
- to protect the public interest in the coast and rights for fishing, fowling, and navigation, as well as to preserve and, where appropriate, expand public access to the shoreline; and
- to limit development in high-hazard areas in order to minimize loss of life and structures and the environmental damage resulting from storms, natural disasters, and sea-level rise.

In December of 2012, the Cape Cod Commission released a Regional Wastewater Management Plan (RWMP), a policy framework that provides tools and resources for identifying potential solutions for each watershed across the region.

A State-Sponsored Update to the 1978 208 Plan

The update to the 1978 Section 208 water quality management plan is a state-sponsored process that will be developed within the framework set forth in the RWMP to provide more specific information around appropriate technologies and strategies for water resources and nutrient management, as well as identify preferred alternatives for each impairment and watershed. It will be an iterative approach to watershed-based decision-making that will allow for adaptation over time, as more information becomes available.

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The following is a statement of the objectives, goals, strategies and measures, as well as a detailed outline of the scope of work for this update. As you will see in the deliverables, a fully detailed scope of work and budget will be provided at the end of the first quarter.

OBJECTIVES, GOALS, STRATEGIES & MEASURES

This 208 Plan update will be a science-based water resources management plan founded on watershed-scale nutrient management goals and other Clean Water Act requirements to restore and protect the Cape's water quality and thereby meet state, regional and federal regulations. The four overarching goals, the strategies to achieve the goals and the measures by which success can be identified are discussed in the following tables.

GOAL: IMPROVE WATER QUALITY
Strategies for meeting this goal: 1. Base nutrient management and public health protection on science • The water quality goals are the state and federal standards and minimum performance standards of the Cape Cod Regional Policy Plan for drinking water, freshwater ponds, and coastal waters. Coastal nutrient total maximum daily loads (TMDLs) determined by the science-based MEP model and adopted by the Massachusetts Department of Environmental Protection and US Environmental Protection Agency provide the basis for coastal water quality restoration. 2. Develop Comprehensive Watershed Management Plans (CWMPs) that: • are based on watersheds, engaging towns in the planning and implementation of necessary management programs; • demonstrate how water resources management planning and land use planning will be fully integrated; and, • demonstrate how TMDLs and other requirements for water bodies will be met at the time of the CWMP implementation and at buildout (buildout denotes

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anticipated future development according to the towns' zoning bylaws).

3. Incorporate Cape Cod Commission guidance for CWMPs and Targeted Watershed Management Plans (TWMPs) to support coordinated inter-municipal planning efforts.

Measures of progress toward this goal:

1. Measureable improvement and demonstrated restoration in specific priority water bodies, including attainment of water quality standards and beneficial uses
2. Completed MEP technical reports and government-approved TMDLs in each watershed
3. Completed CWMPs and TWMPs for each watershed
4. Prioritization of infrastructure implementation required to meet water quality goals
5. Creation of Inter Municipal Agreements (IMAs) and Memoranda of Understanding (MOUs) for shared watersheds through which towns with jurisdiction over lands within shared watersheds to freshwater ponds and nitrogen-sensitive coastal embayments assume 100% of responsibility for nutrient removal required to meet TMDLs and water quality standards
6. Implementation of adaptive management plans that document how changing conditions will be addressed to ensure water quality restoration

GOAL: BUILD SUITABLE INFRASTRUCTURE

Strategies for meeting this goal:

1. Build watershed-based infrastructure that reduces costs and limits unplanned growth.
2. Identify appropriate densities and technologies for each neighborhood to be served by infrastructure.
3. Identify green infrastructure techniques, such as inlet widening and constructed wetlands, and consider climate change.
4. Conduct long-term benefit analysis and produce an adaptive management plan.
5. Partner with towns pursuing alternative assessments and pilot projects relative to their CWMPs.
6. Promote and engage watershed associations and other watershed advocacy groups in developing "ownership" and

partnership in plan implementation.

Measures of progress toward this goal:

1. Town IMAs, Joint Services Agreements, Management Districts and other legally enforceable agreements adopted for shared infrastructure
2. Active constructive participation of watershed associations and advocacy groups in watershed plan implementation
3. Wastewater collection and treatment technology that is appropriate for development density and TMDL removal requirements
4. Wastewater collection and treatment that is based on watershed lines and not town lines, where appropriate
5. Expansion of existing public and private infrastructure, where appropriate
6. Use of non-structural alternatives and enhanced natural systems in areas where development density makes collection impractical or where it can be appropriately used to supplement traditional infrastructure
7. System phasing and technology that is flexible enough to meet future needs
8. System design that prioritizes nutrient reduction in sensitive receiving waters
9. CWMPs with approved monitoring and adaptive management plans that are advanced or maintained

GOAL: AFFORDABILITY

Strategies for meeting this goal:

1. Upgrade, utilize and expand existing wastewater infrastructure as appropriate to reduce costs.
2. Promote cost-effective options for shared infrastructure to reduce costs.
3. Promote public/private partnerships as appropriate to leverage public investment.
4. Maximize Clean Water State Revolving Fund (SRF) and other funding.
5. Define and promote equitable financing options for wastewater infrastructure.
6. Establish the amount that Cape residents can reasonably be

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expected to contribute to the solution and seek federal and state funding, long-term lending strategies, and other financial strategies to cover any gap.
7. Promote the use of Cape Cod-based technological innovation and creative management approaches.

Measures of progress toward this goal:

1. Cost reductions due to use of existing public and private systems that are upgraded or expanded.
2. "Host" and "Customer" communities that realize a financial benefit through shared treatment of proximate, high-density neighborhoods.
3. Communities using shared infrastructure reduce or eliminate the need for new infrastructure
4. Status of towns applying for and obtaining zero-percent interest State Revolving Fund (SRF) loans, other SRF loans, and other loans and grants.
    - Cape taxpayers pay for appropriate infrastructure constructed at an appropriate scale.
    - Economically vulnerable residents are not priced out of their homes.

GOAL: GROWTH MANAGEMENT

Strategies for meeting this goal:

1. Towns adopt growth management strategies that limit growth to what is allowed under existing Title 5 regulations, except in areas specifically designated for growth to sustain economic development and vitality.
2. A case study assessment of the application of "flow neutral" regulations required under the Environmental Bond Bill for zero–percent interest infrastructure loans from the State Revolving Fund.
3. Towns identify appropriate wastewater infrastructure to service Economic Centers, Village Centers, and Industrial Service and Trade Areas (ISTAs), as designated in the maps that support the Cape Cod Regional Policy Plan.

Measures of progress toward this goal:

1. Towns adopting flow neutral regulations

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2. Towns adopting other growth management controls
3. Towns adopting Economic Centers, Village Centers, and ISTAs
4. Wastewater infrastructure supporting identified growth areas
5. Areas identified for growth in Economic Centers, Village Centers, and ISTAs with planned wastewater disposal capacity
6. Areas outside of identified growth areas with growth controls
7. G.L. Chapter 83 "checkerboarding" provisions (collection system limits) adopted, where appropriate
8. Reduction on overall cost due to application of growth and land-use management principles.

WORK PLAN

An update to the area wide water quality management plan for the Cape Cod region pursuant to Section 208 of the Clean Water Act (the "208 Plan") will aim to restore and protect Cape Cod's water resources in an acceptable phased approach that integrates affordability, appropriate infrastructure and growth management. The 208 Plan will include a comprehensive analysis of all factors contributing to water quality degradation, but prioritize management of controllable nutrients due to the current conditions in the region.

Through the 208 Plan, work will be completed with stakeholders to provide the following during the planning process:

1. Focus on Most Critical Problems - Create a process to define those portions of the Cape requiring significant management efforts by identifying priority planning areas for the prioritization of water quality restoration and the identification of cost effective planning opportunities; Prioritize water resources and identify actions to achieve water quality goals as quickly as possible where such actions are efficient and affordable; Identify specific embayments, sub-embayments, watersheds and sub-watersheds, times of travel, nutrient removal levels, and other factors to support achievement of TMDLs and water quality standards in a timely manner;

2. Build on Existing Plans - Provide policy guidance, building on the existing Regional Wastewater Management Plan, local CWMPs and other local projects and plans to support efficient, watershed-

based planning that identifies optimal wastewater and water resources management solutions;

3. Partner with Town and Watershed Entities - Facilitate and coordinate wastewater planning by: (1) working directly with towns and watershed associations on priority water quality needs within shared watersheds, (2) incorporating water resources planning information developed at the local level into regional planning efforts, (3) engaging stakeholders at the watershed level and providing tools to identify optimal nutrient and other water quality management solutions, (4) building consensus for sustainable, alternative, and affordable solutions, where appropriate, that consider energy efficiency, community benefit, and resource recovery, including, but not limited to, technologies such as anaerobic digesters, (5) building consensus for shared infrastructure development where appropriate, and, (6) supporting technology transfer between towns to support planning and adaptive management;

4. Establish Regulatory Framework - Establish a regulatory agency working group to oversee the 208 planning process, identify and implement appropriate regulatory changes, and propose action plans for the EPA, ACOE, DEP and other appropriate state agencies, regional, and local governmental entities to achieve TMDLs and water quality standards;

5. Engage the Public - Create a robust public participation process that will be implemented on several levels. Similar to the process established in the 208 Plan of 1978, the Commission will convene an Advisory Committee (AC) to address global and strategic issues impacting the whole region, including representation from the Cape Cod Water Protection Collaborative and towns. In addition, watershed level advisory committees will be established to consider wastewater management options (including various alternative and traditional treatment options) and identify preferred alternatives to meet TMDL in each watershed. Ad-hoc committees of town representatives in shared, priority planning areas will be convened to examine options for inter-municipal agreements for shared responsibility for nitrogen reductions and opportunities to save tax payer dollars through the development of shared infrastructure, asset management, and by other means.

The Cape Cod Commission and Barnstable County have been working on elements of the 208 Plan including compilation of land and water use data, review and cataloging of existing studies and projects, and the development of GIS-based watershed management tools. The 208 planning effort will consist of detailed regional and sub-watershed

analysis of alternatives to achieve the goal of water quality restoration. Below is a preliminary outline of the work plan.

I. Public Engagement and Outreach Plan

Focus Groups – Focus group sessions will be conducted early in the process to obtain guidance and input in order to develop and implement a robust public engagement process:

Elements of the public engagement process will include:

a. Identification of key public and private sector representatives who can effectively and knowledgeably provide guidance and support to the 208 Plan process
b. Identification of watershed associations, watershed advocates and other watershed-based interest groups to develop a bottom-up partnership and framework for plan development and implementation
c. Use of a "workshop approach" to public engagement using decision-support tools and approaches to ensure that all parties have access to the same information; needs, alternatives and decisions are evaluated in an open setting; the rationale for preferred approaches is commonly shared
d. Web-based information sharing, opinion polling and documentation of the process and preferred directions

II. Baseline Conditions Assessment

Because of the amount of information generated in the last 35 years, as well as the dramatic changes in the built and natural systems, an updated, definitive "baseline condition" must be reestablished on a watershed basis for the for the Cape.

Natural Systems

A map and graphics-based description of natural systems on Cape Cod will be developed using information and sources generally available in Commission data bases and GIS overlays. The description will focus on the characterization of hydrologic processes important to nutrient enrichment of the Cape's coastal waters, factors affecting groundwater quality, nutrient enrichment of ponds and lakes and wastewater-related issues affecting public health where the solution will be part of the 208 Plan components. A preliminary list of components of the baseline assessment will include:

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a. Cape Cod fresh water resources, systems and water quality

Hydrologic setting
Cape Cod Aquifer/geology

Watersheds as supply of fresh water to coastal waters
- Inter-lens discharge areas
- Discharge to perimeter coastal waters

Freshwaters (water levels, ponds, steams, wetlands)
- Number of ponds/streams
- Ponds as source waters to multiple watershed systems (pond splits)
- Habitat sustainability (hydrologic balance)
- Water quality standards & assessments
- Capacity to remove nitrogen
- Summary of trophic status

Drinking water
- Municipal supplies
  - Groundwater wells
  - Long Pond
  - Zones of contribution
- Other public supply wells
- Private wells
- Water quality/protection

Point and non-point contaminant sources
- Distinctions/descriptions
  - Nutrients
  - Hazardous waste
  - Emerging contaminants
- Discharge of wastewater/stormwater to aquifer
- Travel times

Water budget

Summary of Threats, Impairments, and Needs

b. Coastal Watersheds and Estuaries - Areas that drain to identified surface waters defined by groundwater flow paths influenced by surface water discharge areas

Watersheds will be used as the basis for linking land-based and other nitrogen loads to coastal water quality
- Wastewater
- Fertilizer

- Stormwater
- Sediment regeneration
- Atmospheric deposition

Role of ponds in nitrogen removal and distribution of loads to multiple sub-watersheds (pond splits)

Integrated (303d) list

MEP-completed watersheds
Number of watersheds
TMDLs
MEP-uncompleted watersheds
Number of watersheds
Expected completion

Other watersheds, e.g. direct-discharge watersheds

Built Systems

A description of the existing and planned (near-term) public and private wastewater collection, treatment, transport and disposal systems, including on-site systems; stormwater systems (in general); septage facilities and constructed systems that are being used on the Cape to manage wastewater.

a. Grey wastewater technologies

On-site wastewater management (public and major private)

Standard Title 5 septic systems
Distribution
Number of Systems
Performance
I/A designs
Distribution
Number of Systems
Performance

Wastewater Treatment Facilities (public and major private)

Municipal
Number of Plants
Flow treated/collection
Treatment technologies
Performance

Effluent management & disposal

Private

Number of Plants
Flow treated/collection
Treatment technologies
Performance
Effluent management & disposal

b. Green wastewater technologies, including examples of existing built systems

Structural alternatives

Low impact stormwater designs
Non-discharging wastewater systems
Eco machines
Enhanced natural attenuation
Dredging
Wetland restoration
Inlet/culvert widening
Permeable reactive barrier

c. Non-structural and management alternatives (nutrient management)

Fertilizer management
Growth management
Regionalization

d. Conventional stormwater infrastructure

e. Water supply infrastructure (as related to water quality management)

Socioeconomics and Demographics

a. Demographics of Cape Cod
Seasonal
Aging
Tourism

b. Population Trends

c. Land Use Patterns & Sprawl

d. Economic conditions and statistics, ability to pay

CAPE COD COMMISSION

Regulatory Requirements: NPDES, TMDLs, WQS

a. Summary of Water Quality Standards for Cape Water Resources
    - Groundwaters
    - Fresh waters (ponds, lakes, rivers)
    - Estuaries
    - Beaches and marine waters

b. Other Regulatory requirements
    - Federal
        - Clean Water Act Regulatory Requirements
        - Safe Drinking Water Act Regulatory Requirements
    - State
        - Massachusetts Environmental Policy Act
        - Department of Environmental Protection
            - Title 5
            - Nitrogen Sensitive Areas
            - Groundwater Discharge Permits
            - Water Pollution Abatement Districts
            - Comprehensive Wastewater Management Plans
        - State Enabling Legislation
            - General State Law
            - Special Act of the Legislature
            - Municipal Home Rule Authority, Bylaws, Regs
            - 2008 Environmental Bond Bill
    - Regional
        - Cape Cod Commission
            - Regional Policy Plan
            - Development of Regional Impact
            - Districts of Critical Planning Concern
            - Technical Services
        - Barnstable County Department of Health and the Environment
            - Alternative Septic System Test Center
            - I/A Septic Systems Performance Tracking
            - Community Septic Management Loan Program
    - Municipal
        - Boards of Health
        - Conservation Commissions
        - Stormwater
        - Low Impact Development
        - Sewer Commissions

Water Quality Conditions

A description of water quality conditions for the primary water resources systems will be developed, including:

Groundwater
Fresh surface waters (ponds, lakes and rivers)
Coastal waters and beaches

The descriptions will characterize water quality in these systems using the following information:

Existing detailed evaluations (e.g. MEP, pond studies)
Water quality data
Maps
Resource classifications
Degrees of impairment from other sources

Summary of Impairments and Management Needs by Watershed

Based on the above water quality assessment, existing conditions will be summarized by watershed and waterbody and will include:

a. Nature and extent of impairment or need in terms of TMDLs, standards, criteria
    - Numeric criteria
    - Narrative criteria
b. Cause of impairment or need, if known
c. Severity of need, impacted uses and users

III. Wastewater Management Alternatives Development

General - A watershed-based approach will be used to evaluate alternatives that will address causes of impairments and resolution of needs including nutrient management requirements.

a. Characteristics of the alternatives evaluation process will include:

1. Use of the "workshop approach" with strong stakeholder involvement, including watershed-based stakeholders, to develop understanding of information, issues and options
2. A draft evaluation methodology will be developed internally and will be provided to DEP for review and recommendations.

3. Development before the first workshop of basic information on the full range of grey, green, structural and non-structural technologies; regulatory options; and management approaches that could be applied to mitigate each type of impairment or need
4. Definition of capital and operating cost of various technologies; issues regarding implementation; management requirements; permitting and regulatory issues and other factors
5. Stakeholder focused, facilitated workshops to screen all alternatives using a decision-support tool to allow focus on the most feasible, affordable alternatives to bring forward
6. Continued stakeholder and regulatory involvement in further refinement and customization of preferred alternatives to the specific conditions, constraints, opportunities and issues of each watershed
7. Identification of critical implementation steps (e.g. D/B/O legislation, regional IMAs or management structures, etc.)
8. Roles and responsibilities for implementation activities

b. Watershed Management Plan Prioritization - Watersheds will be prioritized for evaluation using the following criteria

- Nature, extent and severity of the impairment
- Extent of users affected by the impairment
- Ability to affect significant water quality improvement and user benefits in the near-term
- Watersheds shared by more than one municipality (cost sharing opportunities)
- Feasibility and affordability of required management actions
- Feasibility of green and non-structural alternatives to reduce conventional infrastructure needs
- Overall cost effectiveness and benefits

c. Cape-wide Roll-up of Watershed Plans

A key element of the 208 Plan will be the process of rolling up individual plans for each watershed to a Cape-wide plan. The importance of this step is based on the following criteria:

- The need to define a Cape-wide management framework for implementation of the plans, long-term operation of new systems, development of an asset management plan for existing and new systems

- Development of a cost-sharing and user rate structure that will allocate costs fairly, provide for long-term asset management and define financial support needs
- Development of external funding and financing options for short- and long-term implementation of the plan
- Provide common information management systems, models, cost estimating tools, procurement approaches and numerous other means needed by towns without technical or management resources to implement watershed plans.

d. Applications and Tools

Water resources management alternatives will be evaluated and selected using a number of applications and tools

Watershed MVP - An interactive map-based tool that allows the user to evaluate the cost-effectiveness of wastewater management scenarios developed by the user. The MVP uses land-use and water use information to calculate attenuated and un-attenuated nitrogen loads and costs for user-developed nutrient management scenarios

Cost Recovery (Rate) Model - Allows the user to explore the fiscal effects to rate payers of allocating costs developed with the Watershed MVP

Systems Dynamic/Triple Value Model - An interactive tool that allows the user to evaluate the cost-effectiveness of water quality management options developed by the user

Green Infrastructure Siting Criteria - a screening process that utilizes a series of GIS data layers to identify site opportunities for green infrastructure and low impact development (LID) techniques, by assessing both positive siting criteria and potential constraints.

Game-based Planning Model - A scenario-development program for community-involvement designed to engage stakeholders that will be asked to contribute to the planning, implementation and cost of water quality solutions

e. Traditional and Innovative/Emerging Technologies

Conventional and nontraditional technologies will be evaluated for performance, cost and feasibility with respect to their ability to mitigate specific causes of impairment or need, including:

- Structural Controls

  Conventional
  - Septic (on-site) systems
    - Standard Title 5
    - Innovative/Alternative systems
  - Groundwater discharges (> 10,000 gpd)
    - May allow for smaller wastewater disposal footprints
    - Built-in framework for TMDL compliance
  - Wastewater collection to achieve economies of scale
    - Cluster & satellite facilities
    - Municipal-scale facilities

  Innovative/Non-traditional
  - Low impact stormwater designs
  - Non-discharging wastewater systems
  - Eco machines
  - Enhanced natural attenuation
    - Dredging
    - Wetland restoration
    - Inlet/culvert widening
    - Permeable reactive barrier

- Non-structural Strategies

  - Operational modifications to existing systems
  - Stormwater BMPs management options
  - Fertilizer management
  - Growth management
  - Regionalization options
  - Regulatory modifications
  - Adaptability of natural systems/watersheds to enhanced natural attenuation

f. Integrated Approaches to Wastewater, Stormwater, Groundwater

Criteria and a process will be developed for identifying watershed management needs for achieving water quality objectives, including appropriate mixes of alternative solutions, cost effectiveness, technical feasibility and ability to implement. These criteria will be the primary criteria for identifying the mix of management alternatives

Criteria will be developed to evaluate alternatives, including

Watershed size
Watersheds needing high removal of septic system nitrogen loads
Ability of alternatives to:
- Achieve water quality restoration objectives
- Accommodate growth
- Dispose of treated wastewater effluent in a manner that protects other resources (e.g. drinking water, fresh surface waters)
- Provide feasible and affordable options

Ability to use a phased approach to implement
Provide for energy efficiency and resource recovery

IV. Cost and Affordability Evaluation

A key element of the 208 Plan will be the development of the revenue generating, financing and funding component system that considers town, watershed and Cape-wide avenues for revenue generation. Tasks will include:

a. Capital investment planning
   - Use cost recovery rates model to evaluate alternative capital investment schedules
   - Consider O&M costs and asset management for existing systems

b. Define sources, levels and types of external investment
c. Assess affordability based on above and EPA guidelines and metrics
d. Develop cost recovery rates plan that recognizes
   - Levels and types of service requirements
   - Ability to pay

V. Development of Preferred Plan

Preferred alternatives by watershed
- Structural/non-structural solutions
- Solutions that provide for energy efficiency savings and resource recovery

Integration with existing plans and programs
Funding and financing plan

VI. Implementation Planning

a. Individual Watershed Plans
   - Goals and objectives
   - Projects, tasks, costs, schedules
   - Permitting requirements
   - Roles and responsibilities

- Regulatory requirements
- Watershed-based organizations and roles
- On-going stakeholder engagement

b. Cape-wide Functions
   - Management structures to support watershed solutions
   - Operational requirements
   - Legal mechanisms
   - Technical and administrative support to towns
   - On-going stakeholder engagement
   - Financing, funding and cost recovery planning

c. Project implementation: predesign, design, etc.
d. Recommended pilot projects
e. Procurement, contract management and technical support to towns
f. Continuing public outreach
g. Regulatory framework for implementation
h. Adaptive Management Approach
i. Key Issues and Challenges

VII. MEPA - EIR Requirements

Prepare document for regulatory review

VIII. Organization and Staffing

Cape Cod Commission Resources
Outside Resources

IX. Schedule (attached)

X. Budget Estimates

The Cape Cod Commission has developed and submitted a high level budget plan for the major components of developing a 208 water quality management plan update including:

Project Management	$350,000
Planning/Engineering Services	$950,000
Information and Innovation	$1,050,000
Implementation Planning/Pilot Projects	$500,000
Community Engagement	$500,000

As the specific requirements and procurement plans are developed for this scope of work, a more detailed budget plan will be submitted. At this time, the Commission anticipates requiring:

Personnel services for data collection, generation, and integration for new tools, pilot project evaluation, public outreach, and interaction with consultants and various advisory and ad hoc committees;

Legal services for developing model inter-municipal agreements and memoranda of agreement, negotiating the terms of these agreements in shared priority planning areas, negotiating agreements concerning existing infrastructure, identifying capital financing options, development of an infrastructure procurement strategy, and permitting requirements, including rates and fees associated with appropriate services;

Consulting services related to alternatives analysis, identification and evaluation of preferred solutions in watersheds, optimizing existing infrastructure, sizing and location of infrastructure, cost estimates for existing and new development and public outreach among others to be identified;

Technology needs may include equipment; to be identified.

XI. Document Structure and Interim Planning Products

The following is an outline of the currently planned documents, task outputs and other information resulting from the planning effort:

a. Final Plan

It is envisioned that the final 208 Plan document will be:

- Web based, with hard copy availability as appropriate (e.g. libraries, etc.)
- Broadly accessible
- Tiered in terms of level of detail
- Sectioned at the watershed and Cape-wide levels
- Reliant on graphics, tables, maps and charts
- Inclusive of a "search" function

b. Interim Planning Products

It is planned that each major program function identified will result in a ***Technical Memorandum*** (TM) that will document the methodology, technical analyses, results of workshops, key decisions and other products of that task. These TMs will be important in documenting key decisions upon which subsequent tasks and analyses will be based. In addition to this work plan, TMs that will be produced include:

CAPE COD COMMISSION

- Stakeholder Engagement Plan
- Preliminary Financial and Affordability Assessment
- Watershed Technology Center Framework
- Summary of Baseline Conditions
- Summary of Regulatory Requirements
- Summary of Needs, Impairments and Requirements
- Inventory of Technology and Management Alternatives
- Methodology for Evaluation of Alternatives
- Alternatives Screening and Prioritization
- Preferred Plans by Watershed
- Financing, Funding and Rates Management Plan
- Implementation and Adaptation Requirements and Plans (Watershed and Cape-wide Bases)

c. Adaptation and Plan Update

The plan for adaptation of the 208 Plan will be developed as part of the final document and will depend on a number of factors that will be defined over the course of the next year, including:

- Results of currently on-going studies of emerging technologies
- Results of pilot projects recommended as part of the plan
- Requirements for additional information
- Results of subsequent detailed siting studies, facilities planning and design processes
- Ability to execute Intermunicipal agreements, obtain regulatory approvals and permits, acquire properties and other non-technical tasks

d. Review and Revision of Documents

The Project Schedule will be more detailed regarding dates for TMs and other work products. It will be updated at the end of the first quarter and will include targeted dates for workshops and other project milestones. The relatively short timeframe for completion of the draft 208 Plan will require a commitment of all reviewing parties to compliance with review schedules.

XII. Advisory Committee

We envision the following framework for providing advice, guidance and review of the planning program:

Cape Cod Water Protection Collaborative
Public Outreach Role

Technical Advisory Committee
Representative from each of the 15 towns
Regional Advisory Committee
5-7 Sub-regional representatives

XIII. Regulatory Interface and Coordination

Close coordination and cooperation between Federal and State partners and the Commission will be critical to the successful completion of the 208 Plan. The following framework for coordination, planning and review of work products is proposed:

1. An initial joint meeting between parties:
   - to lay out overall goals, objectives, lead staff from each agency;
   - to confirm detail of the work plan and planning assumptions
   - to confirm plans for periodic coordination meetings
   - to confirm plans for work products and work product review

2. Participation by Federal and State partners in monthly project status meetings with Cape Cod Commission.

3. Quarterly meetings to review strategic findings, decisions and policy issues related to the plan development

4. Working meetings or workshops as needed with appropriate agency staff to focus on specific regulatory technical issues that must be resolved to develop the plan or plan implementation requirements (e.g. watershed-based permitting, SRF funding approach, specific technology approvals, etc.).

DELIVERABLES

1. First quarter
   a. Detailed scope of work
   b. Detailed budget
   c. Draft public outreach/engagement strategy
   d. Draft methodology for watershed evaluation
2. Quarterly reports throughout project
3. Draft update to 208 plan in 12 months

ATTACHMENT D

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: (and d/b/a): County of Barnstable / Cape Cod Commission		COMMONWEALTH DEPARTMENT NAME: Massachusetts Department Environmental Protection MMARS Department Code: EQE
Legal Address: (W-9, W-4,T&C): 3225 Main Street, Barnstable, MA 02630		Business Mailing Address: One Winter Street, Boston, Massachusetts 02108
Contract Manager: Paul Niedzwiecki, Executive Director		Billing Address (if different):
E-Mail: www.capecodcommission.org		Contract Manager: Patrick Guerard
Phone:(508)362-3828	Fax: (508) 362-3136	E-Mail: Patrick.Guerard@state.ma.us
Contractor Vendor Code: VC6000194979		Phone (617)292-5613 Fax: (617) 292-5528
Vendor Code Address ID (e.g. "AD001"): AD001__. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT EQE CCWASTEWATERMAPMODEL RFR/Procurement or Other ID Number: N/A

__ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ Statewide Contract (OSD or an OSD-designated Department)
__ Collective Purchase (Attach OSD approval, scope, budget)
__ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ Emergency Contract (Attach justification for emergency, scope, budget)
__ Contract Employee (Attach Employment Status Form, scope, budget)
_X_ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

__ CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: _____, 20___.
Enter Amendment Amount: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

__ Amendment to Scope or Budget (Attach updated scope and budget)
__ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
__ Contract Employee (Attach any updates to scope or budget)
__ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

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

_X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): 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.

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

_X_ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ 350,000.00 .

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
Cape Cod Commission Wastewater Smart Map and Cost Model

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

_X_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30 , 2013 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _____ Date: 8/23/2012	_____ Date: 8/29/12
(Signature and Date Must Be Handwritten At Time of Signature)	(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Mary Pat Flynn, Sheila Lyons, William Doherty	Print Name: Bawa Wavezwa
Print Title: Barnstable County Commissioners	Print Title: Asst. Deputy Commissioner

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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

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

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

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

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

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

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

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include

damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

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

Cape Cod Commission Wastewater Smart Map and Cost Model

Scope of Work

The Cape Cod Commission is linking existing land use data with newly developed scientific and financial planning data to create a comprehensive, linked model for the purpose of identifying environmentally appropriate and affordable wastewater solutions. This model will allow the user to create assumptions around the use of various treatment technologies, as well as make assumptions about rate structures, in order to better understand the environmental and financial implications of various decisions related to wastewater planning.

Specifically, the Cape Cod Commission proposes to:

1. Identify potential discharge and treatment sites to inform the cost component of the Cape Cod Commission's Comprehensive Model.

2. Examine alternative technologies to collect data which will inform the Comprehensive Model.

3. Complete a rate model.

4. Link all components of the Comprehensive Model, including: a Cape-wide buildout analysis, water use data, information for a range of treatment options, nitrogen loads associated with existing and future development, planning level cost estimates for wastewater infrastructure scenarios, and a rate structure.

5. Identify the potential of linking water quality data with the Commission's Comprehensive Model.

6. Ensure the Commission's ability to provide Cape Cod towns with the most up-to-date and accurate data available as it pertains to this Comprehensive Model.

Methodology

Develop a methodology to screen for appropriate discharge and treatment sites and use that methodology to improve the cost functionality of the Comprehensive model, allowing for the inclusion of collection, transport and disposal, operation and maintenance, and non-construction related costs, such as permits, engineering, and land acquisition. Link a rate structure to the cost model component of this Comprehensive Model.

Continue to refine the Cape-wide buildout. Establish methodology for annual updates to Cape-wide buildout.

Create the functionality to allow for modifications to the location of future growth. Establish the ability to identify the benefits and detriments, as they relate to wastewater infrastructure, of development under various growth scenarios.

Continue case study research on alternative technologies to identify nitrogen removal or treatment capacity, costs, and land use characteristics in an attempt to broaden the range of technologies that might be included in the model.

Follow the protocol developed in the 3 town pilot model to add remaining Cape Cod towns to the existing web-based framework.

Develop a methodology for annual data updates to inform the Comprehensive Model and build a Storage Area Network for the purposes of housing this data.

Deliverables

1. A Comprehensive Model with the ability to, based on user applied treatment options, identify the effectiveness of a technology or mix of technologies to meet water quality goals in a given scenario, costs associated with that scenario, and the impact that scenario will have on rate payers.

2. Quarterly Reports

3. Final Report

4. Public presentations of results

Schedule

Comprehensive Model that includes:

Buildout analysis, water use data, information for a range of treatment options, nitrogen loads associated with existing and future development, planning level cost estimates	December 2012
Rate Model	March 2013
Growth scenario capability	May 2013
Established method for annual data updates	April 2013
Quarterly Reports	December 2012 April 2013
Final Report	July 2013

Budget Estimates

Staff	Hourly Rates	Estimated Hours	Cost
Planners/Special Project Coordinators	$68 - $101	710	$ 60,000.00
GIS Analysts/Manager	$59 - $84	840	$ 60,000.00
Hydrologists/Water Resources Manager	$68 - $92	744	$ 59,500.00
Interns	$34 - 37	160	$ 5,500.00

Direct Costs (data purchase, lab analysis, travel, etc.)
- Research of alternative methods of nitrogen control 6,500.00
- Travel/training 3,500.00

Contract/Consulting
- Complete rate model 25,000.00
- Complete web-based comprehensive model 130,000.00
  - SQL development
  - Link rate model
  - Ability to identify growth scenarios
  - Other development and maintenance as needed

Total Contract Cost $350,000.00

ATTACHMENT E

REQUEST FOR ADVANCE OF QUARTERLY FUNDS TO DEP EXPENDABLE TRUST

Date of Request _____

Prior Quarter's Ending Balance **A** _____

Use of Funds
List all expenditures paid providing detail of vendor name, invoice # and amount.

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Total Uses of Funds (Expenses Paid) **B** _____

Additional Advances Made **C** _____

Remaining Balance
(A – B + C) _____

Current Quarter's Request for Funds _____

Current Quarter's Budgeted Expenses* _____

*Should agree to detailed budget provided in Attachment D