

CONTRACT FOR THE PROCUREMENT
OF
GOODS AND SERVICES

Service: Panasonic CF-31

Vendor: TransCOR

Contract #: 15-PO-01

July 2014



**Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov**

**Town of Scituate
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066**

H: CONTRACT-STANDARD CONTRACT

TOWN OF SCITUATE, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and TransCOR Information Technologies with an address of 124 Jewett St., Georgetown, MA 01833 hereinafter referred to as "Contractor", effective as of the 23rd day of July, 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall provide goods as outlined in Quotation #14-0659 (Attachment A) with pricing provided in state contract SP10-MDT-E01.

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before ASAP. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of \$0 per calendar day.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$21,833.41 in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment A, the quotation.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or

contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

1

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Finance Director/Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance as required by law

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

04-3223372

Social Security Number or
Federal Identification Number

HAYWOOD ASSOCIATES INC.
d/b/a TRANS COR INFORMATION
TECHNOLOGIES

Signature of Individual or
Corporate Name

By:

Thomas D. Haywood
Corporate Officer
(If applicable) *Thomas D. Haywood, President*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

by Thomas D. Haywood
Thomas D. Haywood, President
Printed Name and Title

TOWN of SCITUATE

Awarding Authority Authorization:
Patricia A. Vinchesi
by its Town Administrator, Patricia A. Vinchesi

and/or by its Board of Selectmen:

TOWN OF SCITUATE

Department Authorization:

021.210.2144.5700.0000.0000
Department Acct # for Appropriation
W. Michael Sturt
by its Department Head

Procurement Compliance:

Patricia A. Vinchesi
by its Procurement Manager

Certification as to Availability of Funds:

[Signature]
by its Finance Director/Town Accountant

CERTIFICATE OF VOTE
(Corporations only should complete this form)

At a duly authorized meeting of the Board of Directors of the
HAYWOOD ASSOCIATES, INC.
d/b/a TRANSOL held on JULY 24, 2014 it was VOTED that
(Name of Corporation) (Date)

THOMAS D. HAYWOOD PRESIDENT
(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in
the name and on behalf of said company, and affix its corporate seal hereto;
and such execution of any contract or obligation in this company's name on its
behalf by such officer under seal of the company, shall be valid and binding
upon this company.

I hereby certify that I am the clerk of the above named corporation and that THOMAS D. HAYWOOD is
the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and
remains in full force and effect as the date of this contract.

July 24, 2014 [Signature]
Date (Clerk)

Corporate
Seal

*SEE ATTACHED *h*

CERTIFICATE OF INSURANCE

(PROVIDE AN INSURANCE CERTIFICATE NAMING THE TOWN AS INSURED UNDER THE POLICY)

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of _____ (OWNER) and

- 1. Name of Insured _____
 - 2. Address of Insured _____
 - 3. Location and Description of Work _____
- Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

Bodily Injury Liability	Property Damage Liability
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Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate	Each Occurrence	Aggregate
---------------	----------------	-----------------	-----------------	----------------	-----------------	-----------

A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)

			\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
--	--	--	-------------	-------------	-------------	-------------

B. Comprehensive General Liability

			\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
--	--	--	-------------	-------------	-------------	-------------

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations
4. Contractual as Below 5. Independent Contractors
6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability

			Each Person	Each Accident	Each Accident
Including: 1. All Owned			\$1,000,000	\$1,000,000	\$1,000,000
2. Hired					
3. Non-owned					

D. Workmen's Compensation

Compensation Statutory State(s)
Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability

\$2,000,000 Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form

\$ _____

As Specified in Contract or Agreement



HAYWO-1

OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2014

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

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

PRODUCER Chase & Lunt LLC 65 Parker Street Newburyport, MA 01950 Mark D. Bailey	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Haywood Associates Inc. dba TransCOR Info. Technology 124 Jewett Street-Unit 5 Georgetown, MA 01833	INSURER A: Hanover Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

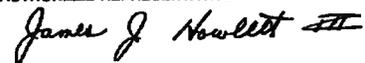
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ZBNA200363	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHNA200365	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WHNA153239	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Attn: Nancy Holt, Director of Finance
 Certificate Holder is recognized as additional insured for General Liability if such coverage is required of the Insured in a written contract or agreement and is subject to policy limits, terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Scituate, Massachusetts 600 Chief Justice Cushing Highway Scituate, MA 02066	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



(Signature of person signing bid or proposal)

HAYWOOD ASSOCIATES INCORPORATED
delta TRANS COIL INFORMATION TECHNOLOGIES

(Name of Business)

July 24, 2014

(Date)

ACKNOWLEDGMENT OF RECEIPT OF CONFLICT OF INTEREST LAW

Introduction to the Conflict of Interest Law for the Private Sector

The conflict of interest law, G. L. c. 268A , is one of several laws that govern your dealings with public officials and employees. Below are some of the general rules that you must follow. You could face civil and criminal penalties if you take a prohibited action. Many aspects of the law are complicated and there are often exemptions to the general rules. We encourage you to seek legal advice from the Commission regarding how the law would apply to you in a particular situation.

- **Bribery:** You may not offer or give anything to a public official in exchange for that official agreeing to perform or not perform an official act. This prohibition applies to *all* offers and gifts, regardless of their value. You also may not give, offer or promise anything to a public employee (or prospective public employee) with the intent to influence an official act, or to persuade the employee to commit, collude in or allow a fraud. (G. L. c. 268A , § 2)
- **Registered Executive and Legislative Agents:** If your job involves interaction with the state Legislature, the Executive Branch, or independent authorities, you should contact the Secretary of State's Office regarding whether you are required to register as an Executive or Legislative Agent. Registered Agents may not give *anything* to a public official or policy-making public employee, or to an immediate family member of a public official or policy-making public employee. This prohibition applies to meals, drinks, entertainment, and all other types of offers or gifts, regardless of their value. (G.L. c. 3, § 43)
- **Gifts and Gratuities:** Even if you are *not* a Registered Agent, you may not give a public official or *any* public employee anything "of substantial value" for or because of the official's duties. (G. L. c. 268A , § 3(a).)
 - Gifts that are worth \$50 or more are considered to be of "substantial value" and are therefore prohibited.
 - This restriction applies to meals, drinks, entertainment, discounts, free educational conferences, waived event admission costs, travel reimbursements, gifts of appreciation, retirement presents, and all other forms of gratuities that are given to public officials. Honoraria for speeches may be given to state legislators, but *not* to appointed officials or employees.

- If more than one gift is given to a public employee, the value of all gratuities may be aggregated to reach the "substantial value" threshold. The value of gifts given to immediate family members of a public employee may, in certain circumstances, be attributed to the public employee.
- "Standing offers" (*e.g.*, "call me anytime you want to go to a game") are almost always considered to be of "substantial value", even if the cost of a single event is less than \$50, because the public employee could accept the offer more than once.
- You *may* generally pay for travel and limited other expenses incurred by a public employee in connection with a "legitimate speaking engagement". Contact the Commission for more information about this exemption.
- You *may* pay for travel, meals and other costs for state Executive Branch employees who utilize the "Travel and Participation in Training Sessions Where Private Entities Provide Financing" process described in 801 CMR 7.00. Note that this process requires advance approval by the state employee's Agency Head and Cabinet Secretary.
- **Hiring Public Employees:** Except in rare instances, you may *not* pay or otherwise compensate a public employee in connection with any matter that is "of direct and substantial interest" to their public employer. (G. L. c. 268A , §§ 4(b), 11(b) and 17(b).)

Types of matters that are considered "of direct and substantial interest" to the Commonwealth (or, in the case of a county or municipal employee, the relevant public employer) include: any matter pending before, under the official jurisdiction of, or involving action by an agency, board, commission or department of the public employer; any effort to change regulations, policies or procedures; and any contract, court case, or other legal matter to which the public employer is a party.

- You *may* pay "special" state, county and municipal employees in connection with matters of interest to their public employers, if they have not personally participated in the matters, the matters are not under their official jurisdiction and not pending in their agency if they serve on more than 60 days a year. Also, special exemptions apply to state legislators; contact the Commission for more information.

- **Hiring Former Public Employees:** Former public employees and their business partners may *never* accept money or other forms of compensation in connection with matters in which they participated as public employees. Also, even if they did not personally participate in the matters, there is a one year "cooling-off" period before former public officials may personally appear before government agencies in connection with matters that had been under their official responsibility. (G. L. c. 268A, §§ 5, 12 and 18.)
- Special prohibitions apply to former state employees who worked on privatization contracts; contact the Commission for more information.

ACKNOWLEDGMENT OF RECEIPT

I, Thomas D. Haywood, a vendor for Town of Scituate, hereby acknowledge that I received a copy of the summary of the conflict of interest law for the private sector on 7/24/2014.
(date)


Vendors should complete the acknowledgment of receipt and return it to the individual who provided them with a copy of the summary.

Haywood Associates Incorporated

dba TransCOR Info Technologies
124 Jewett Street
Georgetown, MA 01833

Voice: (978) 352-3100
Fax: (978) 352-9199
FEIN: 04-3223372



TransCOR
Information Technologies

QUOTATION

Quote Number: **14-0659**
Quote Date: May 29, 2014
Page: 1

Quoted To:

Scituate Police Department
600 Chief Justice Cushing Way
Scituate, MA 02066

Customer ID	Good Thru	Payment Terms	Sales Rep
SCI01	6/28/14	1% 20, Net 30 Days	RRH/NLH

Quantity	Item	Description	Unit Price	Amount
1.00	COMMENT A	ATTN: Mark Thompson E-M: mthompson@scituatepolice.org TEL: -----		
1.00	COMMENT M2	REF: Massachusetts State Police Statewide Contract #SP10-MDT-E01 Terms & Conditions -----		
6.00	CF-31JPL2Q1M	Panasonic CF-31, i7-2640M 2.8GHz, 4GB,500GB HDD, vPro,13.1" 1200 Nit XGA Touch, ATI Video, VZW 4G-LTE, GPS, Backlit Kbd, WiFi abgn, BT, AC, 2 LAN Ports, DPT, W7	3,590.00	21,540.00
2.00	LN-PA1580-1745	120W Auto Adapter for Panasonic Core Duo CF19/30/51P/74, Output ShenMing Only, 36" Cig Lighter, Auto Reset, Output Short Circuit, Lo Input Volt Protection	113.71	227.41
6.00	S & H-C	Shipping & Handling Computers	11.00	66.00

Subtotal	21,833.41
Sales Tax	
Freight	
TOTAL	21,833.41

Authorized Signature

Rugged Computers for Tough Workers