

*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At the regular meeting of the County Commissioners held in the Superior Courthouse in Barnstable, on the fifth day of April, A.D. 2017.

**Board of the Barnstable County Commissioners:**

Ronald R. Beaty	Present
Leo G. Cakounes	Present
Mary Pat Flynn	Present

**Staff Present:**

Jack Yunits	County Administrator
Owen Fletcher	Executive Assistant
Abigail Archer	Cape Cod Cooperative Extension
Elaine Davis	Finance Department
Vaira Harik	Human Services Department
Steve Tebo	Facilities Department

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Moment of Silence**

**4. Public Comment**

There were no comments offered by members of the public.

## 5. Approval of Minutes

### a. Regular Meeting of March 29, 2017

*Motion made by Commissioner Beaty to approve the Regular Session Meeting Minutes of March 29, 2017 as presented, 2nd by Commissioner Flynn, approved 3-0-0*

## 6. General Business

### a. Report from Abigail Archer on the American Fisheries Society Southern New England Meeting in Mystic, Connecticut.

Ms. Archer presented to the Commissioners. She highlighted the opportunities at the meeting for learning of recent developments in research by universities and State Departments.

### b. Commissioners' Goals and Objectives (action may be taken)

*Motion made by Commissioner Beaty to approve the County Commissioners Goals and Objectives for Fiscal Year 2018 as amended and presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

Commissioner Flynn suggested that the Board review progress towards these Goals and Objectives quarterly at regular meetings.

### c. Discussion on County Administrator's Goals and Objectives (action may be taken)

Commissioner Cakounes asked that this item be put on the next agenda for a final vote. The Commissioners discussed various subjects to be included in the document including: leases; facilities; Cape Light Compact Separation; departmental consolidation; public relations; early retirement plans; and employee compensation.

### d. Proposed Ordinance 17-\_\_ to transfer the amount of \$100,000.00 from the County's Reserves to provide a Supplemental Appropriation for the Fire Training Academy to fund continuing cleanup efforts

*Motion made by Commissioner Beaty to approve and forward to the Assembly of Delegates the proposed Ordinance 17-\_\_ (to be numbered) to transfer the amount of \$100,000.00 from the County's Reserves to provide a Supplemental Appropriation for the Fire Training Academy for purpose of funding on going clean-up efforts, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

## 7. New Business – Other business not reasonably anticipated by the Chair

## 8. Commissioners' Actions

### a. Appointment to the Human Rights Commission of: Elizabeth Barlow, for a one-year term from March 29, 2017 to December 31, 2017; Richard Lavoie,

**for a two-year term from March 29, 2017 to December 31, 2018; and Richard Vengroff for a two-year term from March 29, 2017 to December 31, 2018**

*Motion made by Commissioner Beaty to appointment to the Human Rights Commission: Elizabeth Barlow, term to expire December 31, 2017; Richard Lavoie, term to expire December 31, 2018; and Richard Vengroff, term to expire December 31, 2018 as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

Commissioners Beaty and Flynn asked that resumes to be provided for appointee moving forward, and that a chance for Commissioners to perhaps interview nominees be provided.

- b. Reappointment to the Cape Cod Commission of: John Harris, as the Minority Representative; David Weeden, as the Native American Representative; and Mary Pat Flynn, as the County Commissioner Representative; for one-year terms from April 25, 2017 to April 24, 2018**

*Motion made by Commissioner Beaty to appoint to the Cape Cod Commission with respective Representation; Minority Representative, John Harris; Native American Representative, David Weeden; County Commissioners Representative, Mary Pat Flynn; for terms to expire April 24, 2018, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- c. Authorizing the Award of a Contract for road reconstruction for the period of April 1, 2017 through March 31, 2018 to: Rochester Bituminous Products, Inc. for the Town of Orleans; MCE Dirt works, Inc. for the Town of Harwich; and rejecting all bids for the Towns of Barnstable, Falmouth, and Sandwich**

*Motion made by Commissioner Beaty to Authorize the Award of a Contract for road reconstruction for the period of April 1, 2017 through March 31, 2018 to: Rochester Bituminous Products Inc., for the Town of Orleans; and MCE Dirtworks Inc., for the Town of Harwich; furthermore, reject all bids for the Towns of Barnstable, Falmouth and Sandwich; and execute all necessary and related documents as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

Ms. Davis, Chief Procurement Officer, answered questions from the Commissioners regarding the need to reject certain bids due to the decisions of individual Towns.

- d. Authorizing the Execution of a Contract with Aggregate Industries to provide roadway materials to towns in Barnstable County**

*Motion made by Commissioner Beaty to approve the execution of a Contract with Aggregate Industries to provide roadway materials to Towns in Barnstable County as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- e. Authorizing the Renewal of a Contract with Accord Vending to provide vending services and maintenance for a period of April 1, 2017 to March 31, 2018**

*Motion made by Commissioner Beaty to approve the execution of the Renewal of a Contract with Accord Vending to provide vending services and maintenance for a period of April 1, 2017 through March 31, 2018 as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- f. Authorizing a Grant Award in the amount of \$3,000.00 from Cape Cod Healthcare to support the Hoarding Intervention Strategies and Community Education programs of the Department of Health and Environment's Cape Cod Hoarding Task Force**

*Motion made by Commissioner Beaty to Authorize a Grant in the amount of \$3000.00 from Cape Cod Healthcare to support the Hoarding Intervention Strategies and Community Education programs of the Department of Health and Environment's Cape Cod Hoarding Task Force as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- g. Authorizing the Creation of a New Fund for a grant from Cape Cod Healthcare to support the Hoarding Intervention Strategies and Community Education programs of the Department of Health and Environment's Cape Cod Hoarding Task Force**

*Motion made by Commissioner Beaty to authorize the creation of a new Fund for a grant from Cape Cod Healthcare to support the Hoarding Intervention Strategies and Community Education programs of the Department of Health and Environment's Cape Cod Hoarding Task Force as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- h. Authorizing the Confirmation of an Agreement with Cape & Vineyard Electric Cooperative, Inc. (CVEC) for a new policy for the CVEC's processing of payments due and owing under the Inter-Governmental Net Metered Power Sales Agreement**

Commissioner Cakounes asked the Board to hold this item pending further review by the Finance Department.

- i. Authorizing the Execution of an Agreement through the Cape Cod Commission with the Town of Barnstable for a District Local Technical Assistance Project, funded through the Massachusetts Department of Housing and Community Development in the amount of \$45,000.00, to support developing regional approaches for financing capital planning of potential water quality improvement infrastructure projects in Lewis Bay and other watersheds**

*Motion made by Commissioner Beaty to authorize and execute an agreement through the Cape Cod Commission with the Town of Barnstable for a District Local Technical Assistance Project, funded through the Mass Department of Housing and Community Development in the amount of \$45,000.00, for support developing regional approaches for financing capital planning of potential water quality improvement infrastructure projects In Lewis Bay and other water sheds,*

as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 2-0-1 (Commissioner Beaty abstained)

- j. Authorizing the Execution of a Grant Agreement with the United States Department of Housing and Urban Development in the amount of \$49,842.00 to the Department of Human Services for a Continuum of Care Planning Project to continue to improve the lives of men, women, and children experiencing homelessness through local planning efforts and direct housing, as well as service programs**

*Motion made by Commissioner Beaty to authorize the execution of a Grant Agreement with the United States Department of Housing and Urban Development in the amount of \$ 49,842.00 for the Department of Human Services for a Continuum of Care Planning Project to continue to improve the lives of Men, Woman, and Children experiencing homelessness through local planning efforts and direct housing, as well as service programs as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

Commissioner Beaty asked that the Human Services Department give a presentation to the Board at an upcoming meeting regarding its Continuum of Care work.

- k. Authorizing the Creation of a New Fund for a Grant Agreement with the United States Department of Housing and Urban Development in the amount of \$49,842.00 to the Department of Human Services for a Continuum of Care Planning Project**

*Motion made by Commissioner Beaty to authorize the creation of a new Fund for a Grant agreement with the United States Department of Housing and Urban Development in the amount of \$ 49,842.00 for Department of Human Services for the Continuum of Care Planning Project as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- l. Authorizing the Execution of a Grant Agreement with the United States Department of Housing and Urban Development in the amount of \$55,594.00 to the Department of Human Services for a Continuum of Care Expansion Project to continue to improve the lives of men, women, and children experiencing homelessness through local planning efforts and direct housing, as well as service programs**

*Motion made by Commissioner Beaty to authorize the execution of a Grant Agreement with the United States Department of Housing and Urban Development in the amount of \$ 55,594.00 for the Department of Human Services for a Continuum of Care Expansion Project to continue to improve the lives of Men, Woman, and Children experiencing homelessness through local planning efforts and direct housing, as well as service programs as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- m. Authorizing the Creation of a New Fund for a Grant Agreement with the United States Department of Housing and Urban Development in the amount**

**of \$55,594.00 to the Department of Human Services for a Continuum of Care Expansion Project**

*Motion made by Commissioner Beaty to authorize the creation of a new Fund for a Grant agreement with the United States Department of Housing and Urban Development in the amount of \$ 55,594.00 for the Department of Human Services for the Continuum of Care Expansion Project as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- n. Authorizing the Execution of an Amendment to a Grant Agreement with the Massachusetts Department of Public Health for the Prevention and Wellness Trust Fund to: renew the agreement for Fiscal Year 2018 using unallocated funds from the Fiscal 2017 Contract; reduce the Fiscal 2017 Grant by the amount of \$325,988.00; and carry forward that amount into a Fiscal Year 2018 Award**

*Motion made by Commissioner Beaty to authorize the execution of an Amendment to a Grant Agreement with the Massachusetts Department of Public Health for the prevention and Wellness Trust Fund to; Renew the agreement for Fiscal Year 2018 using unallocated funds from the Fiscal Year 2017 contract, reduce the Fiscal Year 2017 Grant by the amount of \$ 325,988.00 and carry that amount into Fiscal Year 2018 award, as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- o. Authorizing the Execution of an Amendment to a Grant Agreement with the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI) awarding funding in the amount of \$88,407.00 to the Cape Cod Cooperative Extension to support the WHOI Sea Grant Program**

*Motion made by Commissioner Beaty to Authorize the execution of an Amendment to a Grant Agreement with the United States National Oceanic and Atmospheric Administration (NOAA), Woods Hole Oceanographic Institute (WHOI), awarding funding in the amount of \$ 88,407.00 to the Cape Cod Cooperative Extension to support the WHOI Sea Grant Program as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- p. Authorizing the Creation of a New Fund for a Grant Agreement with NOAA/WHOI awarding funding to the Cape Cod Cooperative Extension to support the WHOI Sea Grant Program**

*Motion made by Commissioner Beaty to authorize the creation of a New Fund for a Grant Agreement with NOAA & WHOI awarding funding to the Cooperative Extension to support the Sea Grant Program as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

- q. Authorizing the Discharge of a HOME Mortgage for Megan Susudko**

*Motion made by Commissioner Beaty to authorize the execution of Discharge of a HOME Mortgage for Megan Susudko as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

**r. Authorizing the Execution of Certificates for Dissolving Septic Betterments**

*Motion made by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments as presented, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0*

**9. Commissioners' Reports**

Commissioner Beaty spoke regarding his tour of the Water Quality Labs, and his attendance at the Eversource Public Hearing on rates. He mentioned opposition by the public to a proposed increase and comments by State Representative Tim Whelan. He also highlighted the AmeriCorps Bus Tour and asked that the Board place an item regarding a proposed County Internship Program on an upcoming meeting agenda. Commissioner Cakounes spoke regarding the upcoming Assembly of Delegates Meeting as well as Goals and Objectives.

**10. County Administrator's Report**

Mr. Yunits spoke regarding: his attendance at the New Farmer's Fair in Harwich; the completed audit; grant accounts; meals on wheels; septic loans; 208 water quality issues; the Human Rights Commission; and Massachusetts Development Brownfields Funding. He also informed the Board that Kara Mahoney, Finance Assistant, has begun assisting the Health Department with Water Quality Lab billing.

**11. Adjournment**

*Barnstable, ss. at 12:13 p.m. on this fifth day of April, A.D. 2017, Commissioner Beaty made a motion to adjourn, 2<sup>nd</sup> by Commissioner Flynn, approved 3-0-0.*

Attest:

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Janice O'Connell  
County Clerk

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Date

The foregoing records have been read and approved.

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Leo G. Cakounes  
Chair

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Mary Pat Flynn  
Vice-Chair

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Ronald R. Beaty  
Commissioner

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Date

## Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the Commissioner's Executive Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

**Name:** Gongmin Lei

**Title:** Lab Director

**Department:** Health Laboratory

**Dates of Trip:** March 5 – March 10, 2017

**Name of Meeting:** PITTCON Conference

**Location:** Chicago

**Report Submitted for Commissioners' Meeting On:** \_\_\_\_\_

**Purpose:** [describe the purpose and goals of the trip and about the organization hosting the event]

- **The Pittsburgh Conference on Analytical Chemistry and Applied Spectroscopy**, often referred to as **Pittcon**, is a non-profit educational organization based in Pennsylvania that organizes an annual Conference and Exposition on laboratory science
- To check out a new LIMS for our lab. (1) does the LIMS fit into our lab? (2) does the LIMS have functions of accounting and uploading data to MA DEP? (3) what is the cost for a LIMS?
- To check out any new instruments and technologies for our lab.

**Highlights:** [describe achievements, meetings attended, or successes or new information, etc.]

- Talked to quite a few of LIMS vendors;
- Attended LIMS presentations;
- Attended presentations regarding Cannabis analysis;
- Attended a presentation regarding backing up instrument computer data;
- Walked through many booths from all kinds of vendors.

**Outcomes:** [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- **LIMS:**  
The disadvantages of our current 17-years LIMS are:
  1. The speed: too slow. Our current system is based on Microsoft Access. The "slow" is typical for the system based on the Access
  2. The service: it has not been great!
  3. The company: only one person.

We **DO** need a new LIMS to keep the lab operation more effectively. The following is the information obtained from the PITTCON:

- (a) Almost all new LIMS do not have accounting functions such as posting payment, and tracking delinquent customers, etc.
- (b) All LIMS vendors claim their systems could take care of electronically uploading data from their systems to any other locations, and the data could be in EXCEL, TEXT FILES, etc. I did watch a demo of this function from one vendor.
- (c) It seems too much if we spend \$200,000.00 at the front plus monthly service agreement fee of \$300 - \$500 to buy a LIMS which our County host and operate at our facility. Based on my knowledge obtained from the PITTCON, it seems that there is another better way a lot of LIMS vendors start offering: Licensed Cloud-based LIMS. You pay small amount initial setup fee and pay monthly. For example, if we would like to order the Licensed Cloud-based LIMS with 15 users, the following is an estimate of the costs from one vendor:

LIMS Vendor: Accelerated Technology Lab, Inc

Initial set-up fee: \$3,000.00.

Monthly Payment: \$2,250.00.

Yearly cost for a new LIMS should be about \$30,000.00. A five-years contract or longer could be signed.

**RECOMMENDATION:** Plan to purchase a new Licensed Cloud-based LIMS within a couple of years to replace our current system.

- **Biological Oxygen Demand (BOD) Automation System with 72 spots:** this system will save analyst's time by at least 50%.

**NOTE:** We have already received a quote. We may be able to purchase it soon.

- **New Approach to Analyze Ammonia from HACH: Gas Diffusion Method:** In our current method for ammonia analysis there are Two steps: Distillation and titration which have been very time consuming. This new method will save analyst's time by at least 50%. This method is allowable by MA DEP Lab Certification Office.

**NOTE:** we have started working on the modification to the new approach: Gas Diffusion method which should be ready for use within a couple of weeks.

- **Auto Temperature Monitoring System for Incubators, Refrigerators, Freezers, etc.** So far we have two analysts to check and to manually record the temperature of refrigerators, freezers, incubators, water baths, etc. every morning between Monday through Friday. We have about 15 units. Installation of the system will save the analysts' time right away, and weekends and night times when nobody is around will be covered too.

**NOTE:** We have had a few of demo devices installed in our lab to see how they work.

- **Cannabis Analysis:**  
All the farmers to grow cannabis must have their products analyzed before they are sold or used. After attending the symposium regarding Cannabis and its Analysis, I have realized our County lab should be able to perform all analyses required for Cannabis  
The following three categories of analyses are required for cannabis testing:
  1. Potency: Analysis of more than 10 cannabinoid compounds using HPLC or LC/MS/MS.

2. Purity: Analysis of about 150 Pesticides using LC/MS/MS and trace metals analysis using ICP-MS.
3. Bacteria

Our lab has LC/MS/MS, ICP-MS, and Microbiological division.

Based on the information from a few of commercial labs, the current testing price is around \$430 per sample.

**NOTE:** Since this is a new field even though we have all the instruments, we should check out more things (1) how big is the market? (2) what is the requirement for the lab setup including certification and lab personnel, etc.

If we want to do it!

## A. COUNTY GOALS

1. Continue to work to stabilize County spending within the constraints of the Commissioners Budget Message and set a 5-year strategy for creating a fiscally restrained and sustainable government.
2. Working with our County Department Heads, we will initiate a new priority pathway for the evaluation of services to the County and where necessary we will design and begin the process of reducing County costs by reducing non-prioritized services.
3. Stabilize the rising burden on the County budget by analyzing the County compensation plan and addressing the burden of longevity, step increases, and merit pay relative to our obligation to continue sustainable service to the County and our loyal commitment to the preservation of the County's mission and County employees over the long term and consistent with the Charter.
4. Reduce through attrition and early retirement the County's personnel costs by 7.5% over the short term.
5. Continue the hiring freeze by consolidating and merging positions within each department and consolidating services between departments where viable alternatives exist.
6. Review health care costs and levels of contribution.
7. Engage the Finance team to develop and employ better technology to facilitate and centralize financial management and oversight.
8. Raise revenues by retooling all County contracts including grant management, the dredge, the Lab, and IT to insure that all costs including OPEB, pension, and insurance are adequately recouped and a margin exists for factoring depreciation, replacement, and upgrades to insure again a sustainable level of services. Explore opportunities for public/ private partnerships and collaboration opportunities outside the box.
9. In partnership with the CCC and I,T implement and market the Joint Initiative program with the Towns and explore options to consolidate with Open Cape in the development of the last mile.

10. Dispose of by sale excess county properties and holdings, increase the County's reserve balances and prepare for the County's first bond presentation in two decades.

**B. ADMINISTRATORS MANAGEMENT OBJECTIVES for FY 18**

1. Improve communications between this administration and all department heads to set a clear agenda for FY 18 and work with them in concert to develop the 5 year plan and:
  - a. Reset goals and objectives for each department that reflects the challenge of working with staff reductions;
  - b. Reset department priorities; and
  - c. Identify staff needs.
2. Work with Children's Cove to develop a sustainable strategy for the future with a minimum impact on services and likewise with the AmeriCorps program that evaluates alternatives to insure financial sustainability weighing the possibility of program reductions.

**C. GENERAL COMMUNICATIONS FOR FY 18**

1. Continue to work with Departments to improve inter-department communications minimizing any potential duplication of services and maximizing the opportunity for inter-agency collateral support on the efficient delivery of services to the County.
2. Develop a County wide social media plan.
3. Continue the robust transparent communications with the Assembly and Commissioners.
4. Continue monthly meetings with the Town Managers and local Selectmen and improve communications with the delegation.
5. Increase participation with the Chamber of Commerce.

D. FACILITIES AND OTHER COUNTY AGENCIES

1. Continue to work with the County's environmental Collaborative(s) on water quality, wastewater, and storm water management and assist in developing long term funding strategies to assist in protecting the County's sole source aquifer.
2. Work with Facilities to continue to develop a strategic plan for the County complex redevelopment, expansion and redevelopment of agricultural and aqua cultural services at the farm, improvements, environmental cleanup, and expansion of services at the BFTA and incorporation of the State Auditor's recommendation on County leasing.
3. Collaboration with Facilities and the CCC in the expansion of dredge services to the County municipalities.

Approved:

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Leo G. Cakounes, Chair

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Mary Pat Flynn, Vice-Chair

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Ron Beaty, Commissioner

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Date



P.O. Box 427 • Barnstable, Massachusetts 02630  
Telephone (508) 375-0410 • Toll Free (888) 863-1900 • Fax (508) 375-0409

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## MEMO

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**DATE:** April 3, 2017  
**TO:** County Commissioners  
**FROM:** Stacy Gallagher   
**SUBJECT:** Children's Cove Advisory Board Members

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Please **VOTE** to appoint the following to the Children's Cove Advisory Board.

Ceci Phelan Stiles, VNA, Cape Cod Healthcare Pediatrics – 2017/2019  
Laura Miranda, Community Member – 2017/2019

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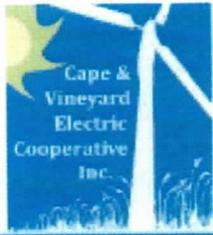
Leo G. Cakounes, Chair

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Mary Pat Flynn, Vice Chair

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Ronald R. Beatty



# Cape & Vineyard Electric Cooperative, Inc.

23H2 White's Path, Suite 2, South Yarmouth, MA 02664

774-722-1812 [www.cvecinc.org](http://www.cvecinc.org)

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January 31, 2017

Barnstable County  
P.O. Box 427/SCH  
Barnstable, MA 02630

Dukes County  
PO Box 190, 9 Airport Road  
Edgartown, MA 02539

Town of Oak Bluffs  
56 School St.  
Oak Bluffs, MA 02557

Town of Chilmark  
PO Box 119  
401 Middle Road  
Chilmark, MA 02535

Town of Brewster  
2198 Main St.  
Brewster, MA 02631

Town of Chatham  
549 Main St.  
Chatham, MA 02633

Town of Provincetown  
260 Commercial St.  
Provincetown, MA 02657

Town of Yarmouth  
1147 Route 28  
South Yarmouth, MA 02664

Monomoy Regional School District  
425 Crowell Road  
Chatham, MA 02633

Re: *Omnibus Side Letter Agreement Regarding Payment Processing under  
Inter-Governmental Net Metered Power Sales Agreement*

Dear Counties of Barnstable and Dukes, Towns of Chilmark, Brewster, Chatham, Provincetown  
and Yarmouth and Monomoy Regional School District:

On behalf of the Cape & Vineyard Electric Cooperative, Inc. ("CVEC"), I am writing to  
request that you consider and confirm your agreement to a new policy for CVEC's processing of

payments due and owing under that certain Inter-Governmental Net Metered Power Sales Agreement between you and CVEC identified in Attachment A (the “PSA”).<sup>1</sup>

Reference is made to Article V (Metering and Billing) of the PSA pursuant to which CVEC is to provide you with an invoice on or before the fifteenth (15<sup>th</sup>) day of each month for amounts due and payable for the projects in accordance with Exhibit A and Exhibit B of the PSA and you are to pay CVEC said amounts due under the invoice within twenty-one (21) days of receipt. Currently, CVEC provides you with an invoice for *each* DG Project set forth on Exhibit B, rather than one invoice for amounts due in the aggregate. However, this process results in CVEC sending you several invoices and a large amount of accounting for you and for CVEC on a monthly basis.

In an effort to make the accounting and payment processing under the PSA more efficient, CVEC would like to undertake a new procedure. This procedure is intended to be more in keeping with the timing of the ledger statement CVEC receives from the Distribution Company for the DG Projects, which is how CVEC and the DG Project owner review and confirm monthly kilowatt-hour (“kWh”) production from the DG Project. The Distribution Company provides Net Metering Credits in the form of cash for certain of the DG Projects listed on Exhibit B (“Cash-out Projects”), and provides Net Metering Credits in the form of credit allocations to your designated electric accounts for others (“Allocation Projects”). The Distribution Company operates on a billing cycle basis according to the meter read for the DG Project. Each billing cycle is about one month, but each DG Project has a different billing cycle depending upon when its meter read occurs. The Distribution Company issues a ledger statement for each DG Project after a DG Project billing cycle that shows the total amount of Net Metering Credits generated during that billing cycle for the DG Project.

CVEC’s proposal would allow CVEC to collect the Distribution Company ledger statement for the prior month’s billing cycle for each DG Project before sending you a comprehensive statement that would reconcile all payments due and owing to CVEC for your share of all of the DG Projects listed on Exhibit B to the PSA for the prior billing cycle, with the cash credits due and owing to you from the Cash-out Projects listed on Exhibit B to the PSA for the prior billing cycle. Depending upon the season and total kWh production during a billing cycle, the reconciliation may result in CVEC sending you a check for the net amount due and owing to you, or the reconciliation may result in CVEC sending you an invoice for the net amount due and owing to CVEC. A detailed description of the process is set forth below for your consideration:

- CVEC will send out a comprehensive statement to you for the prior Distribution Company billing cycle for each DG Project listed on Exhibit B of your PSA on the first day of the next month following the close of the Distribution Company billing cycle for all such projects. By way of example only, for a November–December 2016 billing cycle, CVEC would send a comprehensive statement on February 1, 2017 reconciling the

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<sup>1</sup> Capitalized terms used but not defined in this letter have the meaning given them in the PSA.

crediting and invoicing for all of the DG Projects for the November–December 2016 billing cycle.

- The comprehensive statement will provide an accounting of the amounts due and owing to CVEC/DG Project owner, including any operational adder or revenue sharing in accordance with Exhibits A and B of the PSA, for each DG Project.
- The comprehensive statement will provide an accounting of the Net Metering Credits due and owing to you from each Cash-out Project.
- Rather than require you to issue multiple checks for payments or require CVEC to issue multiple invoices for the DG Projects, with the comprehensive statement, CVEC will either remit to you one check for the net amount of cash due to you or one invoice for the net amount due to CVEC after reconciling the amounts due to CVEC for all of the DG Projects and the Net Metering Credits due to you for the Cash-out Projects.
- You will continue to receive Net Metering Credits allocated to your designated electric accounts by the Distribution Company for the Allocation Projects.
- In addition to the comprehensive statement, CVEC will continue to send you a full accounting report for each DG Project that identifies the cash-out savings and/or credits for each individual electric account.

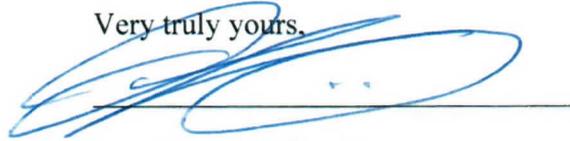
An illustrative comprehensive statement showing the new payment processing is set forth in Attachment B. This invoice is for illustrative purposes only. Please contact Liz Argo, CVEC's Manager, Programs & Administration at 774-722-1812 if you have any questions regarding the process set forth above and illustrated in Attachment B. If you are in agreement with the process set forth above, please sign the letter below and send one original signature page of this letter agreement to Liz Argo at the address set forth above.

This letter agreement is intended to be binding and enforceable by both CVEC and the party named above in respect of such party's PSA identified in Attachment A. By signing this letter you agree that the process set forth herein shall supersede the process set forth in Article V (Metering and Billing) of the PSA. This letter agreement will become effective upon execution by all parties set forth below and CVEC. Please note that CVEC will not commence the new payment processing procedure until all parties have executed this side letter. CVEC will notify you when the new processing procedure will commence so that you may plan accordingly.

This letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. A scanned or electronically reproduced copy or image of this letter agreement bearing the signature of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this agreement and without the requirement that the unavailability of such original, executed counterpart of this agreement first be proven.

Thank you for your timely attention to this important matter.

Very truly yours,



Leo Cakounes, President  
Cape & Vineyard Electric Cooperative, Inc.

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**BARNSTABLE COUNTY**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**DUKES COUNTY**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF OAK BLUFFS**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF CHILMARK**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF BREWSTER**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF CHATHAM**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF PROVINCETOWN**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF YARMOUTH**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**MONOMOY REGIONAL SCHOOL DISTRICT**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**

**List of Net Metered Power Sales Agreements**

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and  
Barnstable County

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and  
Dukes County

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Oak Bluffs

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Chilmark

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Brewster

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Chatham

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Provincetown

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Yarmouth

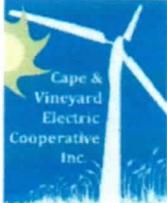
The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Monomoy Regional School District

**ATTACHMENT B**

**Illustrative Invoice – Pages 1 & 2**

**Sample is for Town of Brewster - one month of Brewster as offtaker for net metering credits from its 7 offtaker projects. The Comprehensive Statement would trigger a check to Brewster of \$144.16 for the month of January.**

Monthly Comprehensive Offtaker Statement – page 1

<b>Offtaker</b>	<b>Month</b>	
Brewster	January 2017	
		Invoice # _____ Check # <u>357666</u>

**SUMMARY**

Monthly Offtaker Transactions Totals Summary

Total Monthly Costs for Projects <i>(PPA, Adder and Rev Share Costs)</i>	Offtaker's Share of Monthly Cash Sent to CVEC for the Projects with Cashed-Out NMC	Total Remaining Monthly Cost or Cash Due to Offtaker after Pay All Projects' Costs – - Will trigger either an invoice or a check from CVEC – For Projects' Details, see page 2
(\$12,853.92)	\$12,998.08	\$144.16

**Note:**

**Offtaker's Total Monthly Net Benefit, Including Allocated NMC as Benefit on Electric Bills = \$3,928.47**

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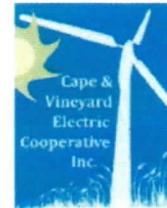
Cape & Vineyard Electric Cooperative, Inc. [www.cveccops.org](http://www.cveccops.org) 2342 White's Path, Suite 2, South Yarmouth, MA 02664 774-722-1812

Monthly Comprehensive Offtaker Statement - page 2

Offtaker Month

Brewster January 2017

DETAIL



Project Yellow Projects are Allocation Projects - Others are Cash-out Projects	Participant Share of Project	Month's kWh Share to Offtaker	NMC Share to Offtaker - As either Allocation or Cash- out	Developer Cost (PPA)	CVEC Adder Cost	Rev Share Cost to Host	Total Costs	Cash Due to Town from Share of Cash-Out NMC	Total Cost or Cash Remaining per Project after Pay All Project Costs	Offtaker Net Benefit Including Allocated NMC
Eastham Landfill	1.02%	307.091	\$52.31	(\$21.71)	(\$1.54)	(\$15.30)	(\$38.55)		(\$38.55)	\$13.76
Fire District	16.05%	18,643.68	\$3,175.95	(\$1,137.26)	(\$279.66)	(\$1,019.34)	(\$2,436.26)		(\$2,436.26)	\$739.69
Harwich Landfill	12.20%	47,170.08	\$8,068.11	(\$3,349.08)	(\$235.85)	(\$2,359.52)	(\$5,944.44)	\$8,068.11	\$2,123.67	\$2,123.67
Nunnepeg Well	13.71%	24,102.18	\$4,109.42	(\$2,376.47)	(\$120.51)	(\$866.47)	(\$3,363.46)	\$4,109.42	\$745.96	\$745.96
Tisbury Landfill	3.06%	4,813.99	\$820.54	(\$439.52)	(\$24.07)	(\$190.51)	(\$654.10)	\$820.54	\$166.44	\$166.44
West Tisbury Landfill	4.24%	3,264.74	\$556.05	(\$212.86)	(\$32.65)	(\$171.59)	(\$417.10)		(\$417.10)	\$138.95
Wixon School (Summer only)	16%	-	!							!
<b>Total</b>				(\$7,536.90)	(\$694.27)	(\$4,622.74)	(\$12,853.92)	\$12,998.08	\$144.16	\$3,928.47

## MEMO

**DATE:** March 8, 2017  
**TO:** County Commissioners  
**FROM:** Sonja Sheasley  
**SUBJECT:** (SEMAP) FY 17

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Department of Agriculture Resources (AGR) has awarded the Cooperative Extension \$16,667.00 through Southeastern Massachusetts Agricultural Partnership (SEMAP) for the following: printing the 2017 Local Food Guide; Video marketing of locally caught fish species; branded market bags.

Please sign below to authorize a new fund. Thank you.

Respectfully Submitted,

Sonja Sheasley

---

Leo Cakounes  
County Commissioner

---

Mary Pat Flynn  
County Commissioner

---

Ronald Beaty  
County Commissioner



SOUTHEASTERN MASSACHUSETTS  
AGRICULTURAL PARTNERSHIP  
P.O. Box 80625  
South Dartmouth, MA 02748  
www.semaronline.org

**2017 Buy Local Grant Program Subcontract Agreement  
Buy Fresh Buy Local Cape Cod  
Cape Cod Cooperative Extension**

**Project Title:**

**Extending our Impact – Promotion of Sustainable Livestock Systems, Fisheries and Farms: A Collaboration of Buy Local Groups Serving Southeastern Massachusetts**

**Project Dates: November 14, 2016 to June 30, 2017**

**Project Amount Awarded to Subcontractor: \$16,667**

**Project Scope:**

Printing of 2017 Local Food Guide	\$10,000
Video marketing of locally caught fish species	\$4,750
Branded market bags	\$1,917

The Scope of Work is detailed in Attachment A of the contract (attached)

**Reimbursement and Invoicing requirements (as determined by our MDAR contract):**

The Contractor shall be reimbursed for funds expended on this project. In order to receive reimbursement, the Contractor shall submit a written request (“Invoice”) to the Department’s Contract Manager.

Each Invoice shall include, at a minimum, the following:

1. legal Name of the entity requesting reimbursement;
2. title of the Grant Project;
3. period for which the expenses were incurred;
4. a unique invoice number;
5. total request in reimbursement;
6. detail as to how funds have been expended;
7. a brief explanation as to what goals or tasks the funds have been expended on;
8. supporting documentation as set forth herein below; and
9. any other information relating to the project as requested by the Department’s Contract Manager.

**Supporting Documentation:**

All expenses shall be incurred in compliance with all applicable state and federal requirements. In order to receive reimbursement, an invoice shall contain the following information per each kind of reimbursement:

**Personnel:** Timesheets detailing the hours spent on the project and the dates spent on the project. This shall also include a narrative as to what program activities were completed. All personnel time charged to this grant shall be for activities directly related to the program.

**Fringe:** Shall include the approved rate and show the amount of fringe charged to grant.

**Supplies:** This shall include: invoices for supplies; a receipt showing that the supplies were paid for; a description as to how vendors were selected; a brief narrative describing the supplies purchased and how they pertain to the project.

**Contracts:** The first request for Contractual costs shall include a copy of the contractual agreement and how the contractor was selected. Note: all contracted services shall be made in compliance with all applicable state and federal procurement requirements including those governing the specialty crop block grant program. Any payment to a subcontractor shall include a narrative as to what work was completed and what deliverables were received. If it is a rate contract, it shall include timesheets detailing the hours worked and days worked and a narrative as to what work was completed. All work shall be directly related to the grant project and all subcontracting shall be done in accordance with the Contract.

**Other:** Any expense does that not fall within the above but which is approved in writing as an allowable expense by the Department shall include documentation that shows:

- a) The grantee was charged for and received the services; and
- b) The grantee paid for those services (this should be a cancelled check).

**Travel:** Expenses for Travel shall include:

- a) For vehicle travel: a mileage log documenting the travel ; and
- b) Receipts for travel related expenses (hotels, plane travel)

All travel shall comply with necessary state and federal regulations including those that pertain to the Buy Local Grant Program.

All expenses incurred shall show that they were paid by the Contractor. This shall be substantiated by cancelled checks and any other documentation requested by the Department that is necessary to confirm payment of the expenses by the Contractor.

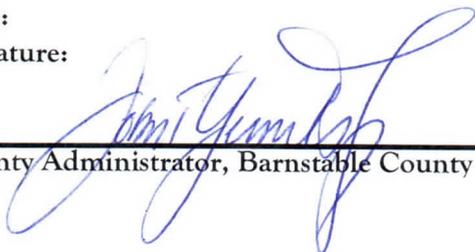
Retainage:

The Department shall retain 5 percent of the overall budget amount to ensure completion of the work under this project. The total amount retained shall be released to the Contractor once the Department has approved the Contractor's Final Report (see "Annual Performance Reporting Schedule").

**Final Invoices must be submitted by August 5 to meet the August 15<sup>th</sup> MDAR final deadline.**

Date:

Signature:



County Administrator, Barnstable County

Date: March 1, 2017

Signature:



Karen Schwalbe  
Southeastern Massachusetts Agricultural  
Partnership

**2017 Buy Local Grant Program  
RFR ID: AGR-BUYLOCAL-2017**

**Respondent:  
Southeastern Massachusetts Agricultural Partnership (SEMAP)  
\*In partnership with Buy Fresh Buy Local Cape Cod, Martha's Vineyard Island  
Grown Initiative, and Sustainable Nantucket**

**Title:  
Extending our Impact – Promotion of Sustainable Livestock Systems,  
Fisheries and Farms: A Collaboration of Buy Local Groups Serving  
Southeastern Massachusetts**

Total Request: \$74,738

Applicant Signature: \_\_\_\_\_

Date: 8 September 2016

Anticipated Start Date: 14 October 2016

Submitted by: Karen Schwalbe, Executive Director  
The Southeastern Massachusetts Agricultural Partnership - SEMAP  
P. O. Box 80625  
South Dartmouth, MA 02748  
(508) 524-2601  
kschwalbe@semaponline.org

**Project Proposal: Extending our Impact – Promotion of Sustainable Livestock Systems, Fisheries and Farms: A Collaboration of Buy Local Groups Serving Southeastern Massachusetts**

Southeastern Massachusetts, including the Cape and Islands, has a long and vibrant history of farming and fishing. This proposal supports the agriculture and aquaculture in these six counties through diverse and targeted efforts to grow the local food economy, while educating our broader community on the importance of local production for our health, both human and economic.

The four Buy Local groups in the Southeastern Massachusetts region, the Southeastern Massachusetts Agricultural Partnership – SEMAP, Buy Local Cape Cod, Martha's Vineyard Island Grown Initiative and Sustainable Nantucket are submitting a collaborative proposal in support of our region. As members of the Massachusetts Coalition for Local Food and Farms: A Statewide Network of Buy Local Campaigns, we increase our efficacy in promoting local agriculture by sharing best practices, coordinating outreach and educational efforts, actively collaborating on proposals of mutual interest and through regular communication and gatherings. These collaborations effectively strengthen each organizations capacity to serve our constituents. The Buy Local organizations of Southeastern Massachusetts are uniquely suited to collaborate overlapping regional interests in fisheries, livestock production and a seasonal tourist economy.

In this proposal, SEMAP and IGI focus some support on the opportunities created by the development of a local livestock processing facility with the objective to enhance the efforts of our regional partners in increasing economic opportunities for farmers in the region. SEMAP and Cape Cod County Extension also focus on the enhancement and promotion of fisheries and underutilized seafood species and educational opportunities directed toward farmers. Sustainable Nantucket focuses on expanding opportunities in connecting farmers to markets and on promoting local food through a local food festival.

These projects build upon previous efforts that have formed a strong foundation of Buy Locals serving our region's farmers and fishers. Marketed projects to promote local agriculture are having a real impact to the bottom line of our producers, as consumer demand for local food continues to grow each year.

## **The Southeastern Massachusetts Agricultural Partnership – SEMAP**

### **Introduction:**

SEMAP – the Southeastern Massachusetts Agricultural Partnership is a community-supported partnership between the general public and commercial agriculture working to support local farms on the South Coast through marketing, education and technical assistance. For over almost two decades, SEMAP has helped to expand markets for local agricultural products, preserve local farmland and increase the awareness of local agricultural products to the ‘eaters’ of Southeastern MA.

### **Project: Increasing Awareness of and Access to Sustainably raised Meat in Southeastern Massachusetts – Request \$**

Farming of sustainably raised meat has the potential for dramatic growth in Southeastern Massachusetts. Sustained interest in the health benefits of pasture-raised meats, humane slaughter, and the environmental benefits of protecting our farmland resources, has brought about a huge demand for locally produced meat. The establishment of a local USDA-certified processing facility for meat will give the opportunity for farmers to add or increase livestock production on their farms or in their food businesses. This, in turn, will increase both local access for the public, create an additional revenue source for the farms, and meet the needs of our growing local food system. To better prepare farmers to take advantage of this new production opportunity, SEMAP proposes to provide outreach, education, and technical assistance focusing on sustainable livestock husbandry at both homestead and commercial scale. Through this programming SEMAP will be able to increase awareness about local meat production. Commercial growers will be able to scale up production and homesteaders will have a new opportunity for humane slaughter in their region. SEMAP will collaborate with the Island Grown Initiative and the Livestock Institute of Southern New England to reach out to farmers in the Cape and Island region to leverage the fullest extent of their networks.

SEMAP proposes to co-sponsor a full 2-day livestock workshop event with Island Grown Initiative, Bristol County Agricultural High School, and the Livestock Institute. This workshop will focus not only on raising livestock, but also on practices for marketing local meat to consumers.

In addition to the above-mentioned workshop, SEMAP will incorporate a minimum of four hands-on, on farm workshops with livestock husbandry as the subject matter, into their pre-existing Twilight workshop series. These workshops will be relevant to both commercial growers and backyard farmers and will be positioned across Bristol, Plymouth, and Norfolk counties.

SEMAP will design and publish brochures for commercial growers and backyard farmers detailing how to prepare animals for the new processing facility. Additionally, brochures explaining the benefits of purchasing local meat (specifically focusing on aspects of health, humane animal treatment, environmental advantages, and contributing to the local economy) will be made available for consumers.

A new page will be added to the SEMAP website focusing on farms producing and selling local meats (beef, pork, chevon, lamb, and poultry). SEMAP will also begin to more heavily promote where to purchase these meats through our social media and newsletters (online & print).

In SEMAP's annually published Local Food Guide, there will be a new section highlighting locally available meats. While there are some livestock farms listed in the current guide, research will be done so this can be expanded upon in the next edition.

At the annual SEMAP Agriculture and Food Conference, there will be a Livestock Track (a minimum of three workshops throughout the day). There will be workshops available for consumers on how to cook local meats, including cuts of meat they may not be familiar with and different types of meat. There will also be workshops dedicated to raising livestock and preparing for slaughter.

SEMAP will survey conference and workshop participants, track webpage statistics and social media analytics to determine the effectiveness of the program.

**Project: Integrate Local Food Promotion into the Regional Fair Circuit in Southeastern Massachusetts – Request \$**

Promoting local agriculture at our regional fairs and expos is a ripe opportunity. With their historic agricultural focus and modern recreational attraction for large audiences, county fairs and their like are a great venue to reach and educate potential eaters and promote the Buy Local initiative. Most fairgoers are not familiar with where their food comes from and the variety of what can be grown and processed in Massachusetts.

SEMAP will coordinate with the Mass Department of Agricultural Resources, the Massachusetts Agricultural Fairs Association (MAFA) and Zone 1 of the International Association of Fairs & Expositions (IAFE) to promote local food production and agricultural literacy at the six major fairs and festivals in our region as well as support the Eastern States Exposition in Springfield, through engaging displays and interactive agricultural activities, shared research and resources, and an exchange of social media.

SEMAP will attend each fair on their "Agriculture Day" (at a minimum) or similar day to promote the Buy Local Initiative. While attending these fairs, SEMAP will have the opportunity to educate fairgoers about local farms and local food production. Sturdy, interactive display pieces will be constructed to attract and engage visitors to SEMAP's table.

A section of SEMAP's Local Food Guide will be devoted to regional fairs, with details about how to participate in agricultural exhibits, contests, and shows. We will also replicate this information on the SEMAP website and will share widely on SEMAP's social media and in print and email newsletters.

Social media and website statistics will be monitored to determine reach and effectiveness.

**Project: Increase Viability and Awareness of Regional Day Boat Fish and Shellfish as a Locally grown Protein Source – Request \$**

With its 192 miles of coastline and diversity of fish and shellfish species, Massachusetts is a national leader in seafood production supporting a vital economic industry. With much of those 192 miles covered in Southeastern Massachusetts, supporting and promoting this industry as an extension of our local food system is an important focus. Recognizing that fishing communities have many challenges, increasing awareness of the importance of local fisheries as a protein source will ensure

our fishing communities remain strong. SEMAP proposes to more deeply highlight regional fisheries as part of our local food promotion.

As part of this local fisheries promotion, SEMAP will write a SEMAP Spotlight article on a local aquaculture business, as well as a dayboat fishery. Staff will take the time to visit and tour these companies and learn about the day-to-day operations. An article will be written on each business and published on the SEMAP website, in the monthly online newsletter, and on social media. These articles will also be designed to be printed out (in a newspaper-like format) and distributed when SEMAP sets up informational tables at fairs, farmers markets, and other events.

SEMAP will offer a workshop as part of their Twilight workshop series focusing on aquaculture. This workshop will bring public awareness to raising, rather than catching, finfish and shellfish for food. A local expert will be brought in to discuss getting starting with aquaculture, best practices, and how to be successful in the business.

Local shellfishing grants will be highlighted on SEMAP's Online Farm Guide. Consumers will be made aware that shellfishing is a form of farming prevalent in Southeastern Massachusetts. Folks visiting the website will become familiar with grant names and branding, and learn where they can purchase local oysters, clams, and other shellfish. Additional aquaculture operations will be listed in SEMAP's print edition of the Local Food Guide.

SEMAP will survey workshop participants, track webpage statistics and social media analytics to determine the effectiveness of the program.

**Project: Increase visibility of local sustainable fiber as viable options for agricultural production**

Sustainable agriculture reaches beyond the production of food crops and includes fuel, fodder, and fiber. Fiber has a historical base in Southeastern Massachusetts mill towns. Despite the recent popularity of alpaca and the resurgence of wool, the general public is not as aware of these agricultural products as they are with more traditional items. SEMAP will increase awareness and visibility of these products, and encourage farmers to add fuel, fodder, and fiber to what they are currently producing.

SEMAP will host at least one Twilight workshop devoted to the production of fiber, whether it be from sheep or alpaca. An experienced farmer will lead a farm tour and discuss adding these animals to a farm or backyard homestead. This will cover general production and different outlets for sales.

Research will be done to determine who is producing fiber in Southeastern Massachusetts. A section will be added to SEMAP's Local Food Guide highlighting wool and alpaca farms. These farms will also be added to SEMAP's Online Food Guide, and a new webpage will be added devoted to fiber.

SEMAP will add a fiber workshop to their annual Ag & Food Conference. This workshop will explore different types of fiber, how to get started in raising animals for fiber, and processing fiber. This workshop will also help to connect those who knit and produce clothing to local fiber sources.

SEMAP Buy Local Email is an instrumental tool in conveying information to public consumers regarding local farms and food in Southeastern MA. By listing farm information, seasonal crop

descriptions, and local food events, the Buy Local emails have helped to increase sales of local specialty crops through online promotion.'

**Southeastern Massachusetts Agricultural Partnership - SEMAP**

RFR ID: AGR-BUYLOCAL-2017

**Schedule of Tasks**

November    December    January    February    March    April    May    June

**Supporting Sustainably-Raised Meat in Southeastern Massachusetts**

Educational programming - 2-day regional livestock workshop sponsorship  
 Twilight grower livestock series (4 workshops) alternately  
 Local Meat/Livestock Promotional page in SEMAP website  
 Promotion of local sustainable meat (social media, newsletter and website)  
 Ag & Food Track for Livestock and cooking with Local Meat  
 Promotional Brochures - Two 1-page pamphlets  
 Livestock Producer and Farmer networking

**Promoting Local Day Boat Fisheries and Aquaculture as an Alternative Protein Source**

Aquaculture Spotlight  
 Local Fisheries Source Spotlight  
 Aquaculture Twilight Workshop  
 Local Food Guide - improved Fisheries section  
 Promotion of fisheries and aquaculture (social media, newsletter and website)  
 Network with MAA and NAMA on promotional opportunities  
 Support a Seafood Throwdown in Plymouth County

**Increase visibility of local sustainable fiber as viable options for agricultural production**

Assessment of local fiber producers in Bristol, Plymouth & Norfolk counties  
 Promote sustainable regional fiber on SEMAP's website, in newsletters, and on social media  
 Fiber Twilight focusing on fiber use  
 Two speakers on local fibers (hemp, wool, alpaca) at Ag & Food conference  
 Fiber roundtable connecting producers and processors

**Integrating Local Food Promotion in to the Regional Fair Circuit**

Booth & entry fees for fairs  
 Promote regional Fairs on SEMAP's website, newsletter, Local Food Guide and social media  
 Promotional display setup for outreach  
 Agricultural display and activity development  
 Additional copies of Local Food Guide for distribution specifically at Fairs

## **Subcontract: Buy Fresh Buy Local Cape Cod – Cape Cod Cooperative Extension**

### **Introduction**

Barnstable County's Cape Cod Cooperative Extension requests \$16,667 in grant funding from the Massachusetts Department of Agricultural Resources to enhance marketing for agricultural businesses and products, as well as locally harvested seafood. Funding will also be used in launching a targeted marketing campaign to influence the purchasing behavior of young families, millennials, and older generations. Buy Fresh Buy Local Cape Cod (BFBLCC) will utilize both traditional and tech-savvy marketing platforms, in collaboration with the Cape Cod Commercial Fishermen's Alliance, to increase generational engagement in local food happenings. By using grant funds to optimize these target-marketing campaigns, BFBLCC will be able to capture engagement results, evaluate progress, assess participation, and improve and identify other marketing opportunities.

Grant funds will facilitate a marketing campaign that delivers high quality print media, augmented by video and electronic communication, and physical advertising products. BFBLCC is focused on increasing member revenue, promoting Massachusetts agriculture and aquaculture, and building the capacity of local farmers, fishermen and businesses by uniting Cape Cod's diverse products under one brand.

### **Funding request**

#### **Printing of the 2017 Local Food Guide: \$10,000**

15,000 copies of the BFBLCC Food Guide will be printed and distributed through farm stands, farmers' markets, chambers of commerce, libraries, town halls and all of the BFBLCC members. The 4-color brochure utilizes hi-res images and a travel-friendly size to inform, encourage, and motivate users to participate in the local food movement. Although distribution is primarily through the conventional farm and tourism outlets, we will expand our reach to new target markets with the continuation of the very successful 2016 pilot distribution campaigns in health clubs, yoga studios, health & wellness medical offices, hotels, and vacation rental properties.

#### **Video: \$4,750**

To expand on a comprehensive visual marketing campaign and integrate video content, we will continue our successful collaboration with the Cape Cod Commercial Fisherman's Alliance to produce short cooking videos, highlighting locally caught fish species, to be distributed across socially media digital/mobile platforms such as Facebook and Twitter. Our social media video concept targets consumers age 25-40 in which, according to research from J.D. Power and Associates, the level of participation in a social media post greatly impacts the consumer's purchasing activity. This would be the third in a series of videos. The first two videos were released in the summer of 2016 ([f/buyfreshbuylocalcapecod](https://www.facebook.com/buyfreshbuylocalcapecod)) and were a massive success, resulting in a reach of over 11,500 viewers and a 255% increase in engagement (likes, shares).

#### **Branded Bags: \$1,917**

BFBLCC will purchase approximately 2,000 branded bags used for distribution at farms stands and markets. With more Cape towns moving towards a ban on plastic bags, farm stand and farmers' market managers expressed a need for a replacement product as many vendors use plastic bags. A branded BFBLCC bag will serve as a practical product fulfilling a need and as a marketing product reinforcing the Cape Cod local food message.

**Total budget request - \$16,667**

## **Subcontract: Island Grown Initiative:**

### **Introduction**

An important component of IGI's mission to build a resilient and sustainable food system on Martha's Vineyard includes promoting and supporting the farmers who grow livestock for daily and production. As part of our original vision and earlier plans, IGI explored the possibility of building a slaughterhouse on our property.

After significant community input and a feasibility study, it did not seem cost effective for the island to support its own processing capacity. About this time The Livestock Institute (TLI) indicated its desire to build a slaughterhouse in Westport and we directed our knowledge and expertise to helping them create this much-needed capacity in SE Massachusetts.

Since then our Farm Hub Director, Keith Wilda has served on the Board of TLI and IGI has provided input in the design and development process, with fundraising and with equipment acquisition. The next phase for TLI includes outreach and education so the regional farmers understand their options and that the slaughterhouse is designed to meet their needs. It is a top priority of IGI because is critical to the success of our animal farmers that they have closer access to a slaughterhouse. Due to the added complications of being on an island, we also need to address barriers and costs of transportation and help TLI understand the range of needs that MV based animal farmers face.

### **Deliverables:**

1. **Educational Programing:** TLI is planning and has already had a couple of Livestock related talks, they are looking at holding a regional 2-day conference relating to growing, caring for and marketing local livestock in collaboration with Bristol Agricultural school, SEMAP and IGI. The estimated cost of the event is \$5000. IGI would commit \$2500 toward the conference and help promote it with our island-based farmers. The goal would be to attract 100 attendees to the event.

**Cost = \$2,500**

2. **Livestock Consultant:** TLI has hired Livestock / Slaughterhouse consultants working on compiling all the growers both commercial and back yard on and off island, in order to get full potential from the slaughterhouse and to support them with outreach efforts. We will use \$3500 of the MDAR funds to support the consultant's work on Martha's Vineyard and the surrounding region and provide introductions and support to the consultant on the island through our own network and outreach. The deliverable will be a list of all commercial and backyard growers in the SE Region.

**Cost = \$3,500**

3. **Growers outreach on behalf of TLI on Martha's Vineyard:** Keith Wilda, the Farm Hub Director of IGI will devote 15% of his time over 6 months to the following:

- Technical Assistants around production and marketing
- TA on grants
- Research and negotiation on transportation alternatives to ensure local growers have affordable and accessible transport options for their animal. He will engage with the Steamship Authority, private ferry services and trucking companies.

At an annual salary of \$100,000 this will be \$7500 (no fringe will be charged to MDAR) and the deliverable will be a coordinated transportation plan for livestock growers on MV.

**Cost = \$7,500**

4. **General Manager:** TLI have hired a General Manager. He plans to personally meet with local growers and IGI will sponsor his visit to the Vineyard and cover reimbursement for his time, out of pocket expenses including transportation, accommodations, food and meeting costs. We will also assist with marketing materials and communication. The estimated costs of these efforts will be \$3000. It is expected that we will introduce him to at least 20 growers and other key constituents.

**Cost = \$3,000**

**Total Cost of Project = \$16,500**

## **Subcontract: Sustainable Nantucket:**

Project work will begin in October of 2016 and implementation will be completed by June 30, 2016. Evaluations will be conducted at the conclusion of the program season. Michelle Whelan (Executive Director) will act as Sustainable Nantucket's Project Manager with support from SN Market Manager and Community Agriculture Coordinator, Peggy Turco; SN's Development Coordinator, Hannah Montgomery; and Community Ag Volunteers, to assist with the execution of grant activities to expand the Buy Local effort on Nantucket.

Sustainable Nantucket (SN) is building a more locally based and self-reliant food system on the island through our 4 major programs—**Farm to School, Farmers & Artisans Market, Nantucket Grown Campaign and the Community Agriculture Program**, which includes our new **Community Farm Institute**—and through education, advocacy, outreach, training, and partnerships that include the next generation of farmers and community stakeholders.

The activities listed below are extensions and/ or expansions of current initiatives that train the spotlight on, and raise the profile of the island's agricultural community and their products; serve farmers and the Nantucket population by expanding, and increasing the efficiency of the distribution system from farms to restaurants and stores on-island, increasing the accessibility to local food and bolstering the local economy, provide our community with greater access to a wider variety of locally grown food and a variety of opportunities to engage with the production of the food we eat, and increase consciousness of our food system and the nutrient cycle, deepening our understanding of environmental stewardship.

### Sustainable Nantucket - Community Agriculture Program

Our Community Agriculture Program increases overall sustainable agricultural production and distribution on the island by expanding the production of local food through our Land Use Partnership Initiative, Agricultural Apprenticeships, and our Community Farm Institute (CFI).

IN 2016, we are also seeking funding to expand this program with Phase II in the **development of an effective grower to restaurant delivery service**. One challenge that continues to impede our local food system is delivery of produce from farms to restaurants. Local growers—including our new beginning farmers-- do not have the infrastructure or labor capacity to store, manage and deliver wholesale orders, and restaurants cannot economically purchase local produce when they must spend staff-time choosing the produce and picking up the order.

During the winter and spring of 2016, we worked on Phase I of the feasibility study by partnering with a team of Boston University masters students to research existing website platforms for distribution of local foods that would allow our small farms to connect directly with restaurants and continually provide current produce availability and quantities, provide push notifications via text and email to chefs; allow chefs to place orders which would alter quantities available immediately, and allow Sustainable Nantucket and the delivery manager to monitor orders when placed.

After several months of research and comparative analysis, under the guidance and with the feedback of Sustainable Nantucket staff, the BU students provided Sustainable Nantucket and our stakeholder farms and restaurants with a presentation and recommendation for a distribution platform called SourceWhatsGood.com, which was then reviewed and evaluated by SN staff and stakeholders. After obtaining the stakeholder recommendation to proceed, Sustainable Nantucket met with the owners of WhatsGood and evaluated the proposed site, and then worked with WhatsGood staff to reach out to, sign up, and educate both chefs and farmers in our Nantucket Grown network on how to use the site. The delivery service then operated twice each week this season, working with 5 island farms and 6 establishments that repeatedly and actively utilized the system.

### *Farm to Restaurant Distribution and Delivery Service - Phase II*

Sustainable Nantucket (SN) is seeking funding in order for our staff to partner with our local farms, restaurants, a team of Worcester Polytechnic students, small business owners, and consumers to conduct Phase II of a feasibility study of an island-wide small farm-to-restaurant distribution and delivery service –from October of 2016 through June of 2017 -- including implementing feasibility study recommendations in a continuation of the pilot program.

In this Phase, we will finalize the design of a new food delivery and distribution system that best meets our objectives of: increased local food supply, increased profit for farmers, increased capacity for restaurants to source from local farms, and increased access to local food for consumers.

In order to expand both distribution and boost demand and production, we need to utilize Phase I of the pilot program (January -September, 2016 – including feasibility study and seasonal delivery) as a test case to: in Phase II -- evaluate this new system not only through the feedback we receive from our stakeholders, but also by comparing and contrasting our system and results with what other communities have successfully or unsuccessfully done and are doing, and –in collaboration with our stakeholders, design a plan for the expansion of our system based on the results of this evaluation and comparison.

The plan for expansion of the distribution system may include:

- Purchasing and/or retro-fitting a refrigerated commercial delivery vehicle
- the establishment of a temperature-controlled space for sorting farm products for distribution
- the inclusion of a food rescue element to the operation
- design of an ongoing program which would require staffing and oversight, or a public / private partnership type-arrangement, where SN facilities are leased to a small business owner(s) for operation of the delivery service.

Once designed, the plan will require creation of or / communication materials and distribution to stakeholders and potential funders, and then a rollout in real-time utilization of the refined system.

A successful food delivery service will enable farmers to expand production to take advantage of already existing high market demand from restaurants. This will result in a stronger local food economy and more access to fresh, healthy produce for our island community.

### Sustainable Nantucket Community Farm Institute

In 2015, Sustainable Nantucket developed an incubator farm program to help community members overcome the barriers to entering the agricultural profession – which are extremely high on the island given the cost of land, labor, fuel and other supplies. Community members who aspire to start farm businesses can apply to become a participant in the Institute. Successful applicants receive, along with the educational program, access to 1/8 acre of growing space, and access to infrastructure, shared tools and other resources, including the support of mentor farmers.

In spring 2015, we successfully built our 2-acre *Walter F. Ballinger Educational Community Farm* --the home of our new incubator educational and training program—the SN Community Farm Institute-- and this fall our inaugural generation of beginning farmers recently completed their first growing season.

In the winter and spring of 2015, with the support of the Massachusetts Department of Agriculture, Sustainable Nantucket developed and implemented the Institute's thorough farm-training program, including classes and hands-on workshops. Beginning farmers worked with experienced mentor farmers to learn how to grow food using organic and sustainable agricultural methods, while developing an economically viable small business. On January 17 and 18<sup>th</sup>, 2015 we brought Eero Ruutilla of the Tuft's New Entry Sustainable Farming Project to the island to teach a farm business

planning course, which was attended by 12 participants including beginning farmers, SN staff, experienced growers, and members of the community. We developed a 7-week farmer-training class for our beginning farmers based on the book *The Market Gardener* by Jean-Martin Fortier, facilitated by SN staff and featuring experienced farmers on the island as guest speakers. Additional hands-on workshops led by experienced local growers between January and June of 2015 included: Seedling Transplanting & Greenhouse Propagation, Irrigation Installation, and Raised Bed & Field Preparation, Organic Fertilizers, Organic Disease & Pest Management.

IN 2016, with one mentor farmer and four beginning farmers entering their second season at the CFI, along with potential growers currently being interviewed for our 2 remaining plots, we extended the educational foundation at the Community Farm Institute that was laid in 2015. We developed a series of workshops and classes that included bringing XXX to the island, a specialist whom we found through NOFA, for a highly successful indoor salad gardening workshop – which translated into a successful high value crop for several of our beginning farmers, and also included classes and workshops from experienced on-island growers such as XXXX.

#### *CFI Workshops: Successful Small Farmer Series*

In the fall and winter of 2016 / 2017, we would like to host a series of CFI workshops on-island (2-3) featuring successful small farmers working in Massachusetts and the greater New England region, who can provide first-hand accounts of their successes, and challenges overcome along the way. We will find these farmers by connecting with and utilizing the resources and knowledge-base of MDAR and our partner buy-locals across Massachusetts. We would seek farmers who can showcase diverse business models utilizing the following revenue streams:

- Farm-based value-added food production
- Farm to restaurant
- Direct-to-consumer
- Farmers market/retail

We will ask that they share with our farmers the knowledge they have gained regarding the challenges they have experienced and the lessons they have learned in developing their successful small farm businesses.

We will record these sessions and post them on our website, YouTube and social media and wherever possible, we will tag our MDAR and our Buy Local partners.

#### Sustainable Nantucket - Nantucket Grown Campaign

Sustainable Nantucket launched the NantucketGrown™ Campaign in 2011 to promote and encourage the consumption of locally grown food on the island. The NantucketGrown™ Brand provides farmers, restaurants and food producers with an instantly recognizable branding campaign that allows participating farmers, restaurants, and businesses to advertise that their product was grown, processed, and distributed on Nantucket.

In 2015, we significantly increased the number of growers participating in the Brand with the inclusion of new farm businesses launched through our Community Farm Institute. Our Brand now includes 10 established farms & five beginning farmers. As of 2015, 37 food businesses belong to our Nantucket Grown Campaign. This includes: 19 restaurants, 3 artisanal food producers, and 15 farms /growers. As we increase the production of local food on-island, we expect it will be easier for more restaurants to source greater percentages of their ingredients locally and to join the Brand.

In order to cultivate a healthy food system on Nantucket, it is essential to strengthen and expand the connections between restaurants and farmers, fishermen and food producers on the island. It is also essential to utilize these connections to increase demand for and production of local food on the island in the season when most of the tourists are gone, but there is a large share of farm harvest and local food available.

*(New) Nantucket Grown Food Festival, 2016 & 2017*

To that end, Sustainable Nantucket will found a new, annual Nantucket Grown Food Festival in the fall of 2016.

The mission of the new Nantucket Grown Food Festival is multi-faceted and includes:

- Celebrating and promoting the famers, fishermen and food producers on the island
- Increasing demand for local food in the shoulder season on Nantucket
- Marketing and promoting Nantucket Grown and Mass Grown & Fresher through regional and national press outlets via our PR partners
- Boosting the economy of our island in the shoulder season through agro-tourism
- Educating our community about the importance of sustainable agriculture and a strong, local food system.

From October of 2016 through June of 2017, Sustainable Nantucket will:

\*Host the inaugural Nantucket Grown Food Festival, planning and executing 15 events in 3 days on the weekend of October 14, 15 and 16.

\*Perform ongoing outreach, from October of 2016 through June of 2017 to local farmers, fishermen and food producers for inclusion in some aspect of the festival.

Perform outreach to our island restaurants for inclusion in the Festival going forward by participating in future events through providing chef demos and hands-on lessons, and by featuring a special Nantucket Grown dish on their menus that weekend -- in honor of the Festival. In this way by including both our Nantucket Grown establishments who have received our brand (23 food service providers), who will be highlighted in our program, but also by including as many restaurants on the island in our outreach as we can. By aiming for an island-wide celebration, we hope to boost the demand for our farms produce in the shoulder season.

\*Perform outreach to potential PR partners and sponsors for 2017 such as:

- Nantucket Island Resorts (70,000 person e-newsletter list)
- Town Pool Nantucket (200,000+ social media followers)
- N Magazine (circulation 50,000)
- Taste of the Seacoast Magazine (circulation - 15,000 per issue)
- Huffington Post (a resident of the island writes for the HuffPost) (over 30,000,000 unique visitors annually)

\*Perform outreach for potential speakers/ educators / filmmakers to feature at the Festival in 2017. We will connect with MDAR, our Buy Local partners, and community stakeholders in seeking speakers who will effectively communicate the need to support and strengthen our local food systems.

*Local Catch Campaign, 2017*

From October through March of 2017, -- SN will perform outreach and research to present -- with the input of the restaurants and fishermen -- a new "Local Catch" campaign to be implemented in June of 2017 in order to encourage restaurants and their customers' consumption of fish that are under-utilized and plentiful in our waters.

### Sustainable Nantucket Budget

<b>FY2017 BUY LOCAL GRANT PROGRAM</b>	<b>RFR ID: AGR-BUYLOCAL-2017</b>
Sustainable Nantucket	<b>\$16,006</b>
<i>Community Agriculture Program ~ Farm Delivery Service Feasibility –Phase II</i>	
	<b>\$6,600</b>
Prepare and provide project parameters to research team	\$332
Coordinate design of stakeholder surveys	\$826
Facilitate research team outreach to stakeholders	
Staff Resources	\$332
Assess feedback	\$332
Assess comparative analysis of farm delivery services in other communities	\$664
Assess option/ possibility of incorporating Food Rescue into program	\$1219
Develop long-term strategy / infrastructure plan for program including asset development, infrastructure, maintenance, staffing and funding,	\$1816
Develop communication strategy and materials for stakeholders	\$747
Implement communication strategy	\$332
<i>Community Farm Institute ~ Successful Farmer Series</i>	<b>\$2506</b>
Research and outreach to successful small farmers in New England region	524
Scheduling of 2 fall/winter farmer workshops	366
Promotion and outreach to potential participants	336
Travel / meals / fees	880
Video recording and editing	400
<i>Nantucket Grown: Nantucket Grown Food Festival and Local Catch Campaign</i>	<b>\$6,900</b>
NGFF feature Nantucket Grown that weekend and boost sales	
Outreach to chefs and restaurants to be included	\$1000
Outreach to local food producers for showcasing products for chefs and consumers	\$1300
Advertising / Outreach and Promotion - building network of PR sponsors for regional recognition	\$2900
Video recording and editing	\$1100
Local Catch Campaign – outreach and promotion	\$600

**Total Cost of Project = \$16,006**

**Southeastern Massachusetts Agricultural Partnership - SEMAP**

**2017 Buy Local Grant Program**

**RFR ID: AGR-BUYLOCAL-2017**

**Project Administration** \$ 1,800

**Projects:**

**Supporting Sustainably-Raised Meat in Southeastern Massachusetts** \$ 10,500

Educational programming - 2-day regional livestock workshop sponsorship	\$ 2,500
Twilight grower livestock series (4 workshops)	\$ 1,200
Local Meat/Livestock Promotional page in SEMAP website	\$ 1,800
Promotion of local sustainable meat (social media, newsletter and website)	\$ 850
Ag & Food Track for Livestock and cooking with local meats	\$ 700
Promotional brochures - Two 1-page pamphlets	\$ 2,200
Livestock producer and farmer networking	\$ 1,250

**Promoting Local Day Boat Fisheries and Aquaculture as an Alternative Protein Source** \$ 3,385

Aquaculture spotlight	\$ 315
Local fisheries source spotlight	\$ 315
Aquaculture Twilight workshop	\$ 405
Local Food Guide - improved fisheries section	\$ 450
Promotion of fisheries and aquaculture (social media, newsletter and website)	\$ 850
Network with MAA and NAMA on promotional opportunities	\$ 400
Support a Seafood Throwdown in Plymouth County	\$ 650

**Increase Visibility of Local Sustainable Fiber as Viable options for Agricultural Production** \$ 2,200

Assessment of local fiber producers in Bristol, Plymouth & Norfolk counties	\$ 400
Promote sustainable regional fiber on SEMAP's website, in newsletters, and on social media	\$ 700
Fiber Twilight focusing on fiber use	\$ 450
Two speakers on local fibers (hemp, wool, alpaca) at Ag & Food conference	\$ 350
Fiber roundtable connecting producers and processors	\$ 300

**Southeastern Massachusetts Agricultural Partnership - SEMAP**

**2017 Buy Local Grant Program**

**RFR ID: AGR-BUYLOCAL-2017**

**Integrating Local Food Promotion in to the Regional Fair Circuit** **\$ 7,680**

Booth & entry fees for fairs \$ 200

Promote regional Fairs on SEMAP's website, newsletter, Local Food Guide and social media \$ 1,065

Promotional display setup for outreach \$ 2,365

Agricultural display and activity development \$ 2,000

Additional copies of Local Food Guide for distribution specifically at Fairs \$ 2,050

**Subcontracts:**

**Buy Fresh Buy Local Cape Cod - Cape Cod County Extension** **\$ 16,667**

Printing of 2017 Local Food Guide \$ 10,000

Video marketing of locally caught fish species \$ 4,750

Branded market bags \$ 1,917

**Island Grown Initiative** **\$ 16,500**

Educational programming - 2-day regional livestock workshop sponsorship \$ 2,500

Livestock Consultant \$ 3,500

Grower outreach for technical assistance and transport \$ 7,500

Farmer/Grower outreach and visits with processing facility staff \$ 3,000

**Sustainable Nantucket** **\$ 16,006**

Community Agriculture program farm delivery service \$ 6,600

Community Farm Institute successful farmer series \$ 2,506

Nantucket Grown: Food Festival and Local Catch Campaign \$ 6,900

**Total Project Costs** **\$ 74,738**

ATTACHMENT A  
Scope of Services

The Contractor shall receive grant funding from the Department in order to enhance the Buy Local efforts in Barnstable, Bristol, Dukes, Nantucket, Norfolk, and Plymouth Counties in Massachusetts, and shall expend grant funds as specified below and contained within the itemized budget listed in Attachment C: Response to RFR, which is attached hereto and incorporated herein by reference.

**Deliverables:**

The Contractor shall perform the following:

1. Connect a minimum of 96 local food producers and 400 consumers/civic leaders through eight (8) evening networking events to enhance and strengthen the market position of local farmers and fishermen in Barnstable, Bristol, Dukes, Nantucket, Norfolk, and Plymouth counties.
2. Pilot a new marketplace technology, "What's Fresh," with 20 local farmer participants.
3. Host a winter networking meeting, to be attended by a minimum of 90 local producers and 30 local buyers and chefs.
4. Print and distribute 15,000 copies of the Southeastern Massachusetts Agricultural Partnership (SEMAP) Local Food Guide.
5. Expand the existing local food curriculum at 16 K-12 Martha's Vineyard schools to include frameworks-based lessons on hydroponics, aquaponics, aquaculture, mycology, and urban farming. Offer all lessons free of charge on the Island Grown Schools website.
6. Work with school cafeteria staff from Martha's Vineyard and regional aquaculturists to increase procurement of local seafood in school meals.
7. Sponsor a one-day regional training event focused on local food sourcing strategies and education for the Cape, Islands, and South Coast regions.
8. Design and implement an effective grower-to-restaurant delivery service for Nantucket.
9. Send up to four (4) Nantucket growers and one (1) Sustainable Nantucket staff member to the NOFA conference on January 16.
10. Host a Nantucket networking event in May 2016.

**Budget:**

Expense Category	Grant Funding	Matching Funds	Total
<b>Personnel:</b>	<b>\$19,400</b>	\$0	<b>\$19,400</b>
<i>Executive Director:</i>	<i>\$9,800</i>	--	
<i>Program Coordinator:</i>	<i>\$6,000</i>	--	

<i>Outreach Coordinator:</i>	\$3,600	--	
<b>Fringe Benefits:</b>	\$0	\$0	\$
<b>Travel</b>	\$0	\$0	\$
<b>Equipment</b>	\$0	\$0	\$
<b>Supplies</b>	\$5,800	\$0	\$5,800
<i>Printing costs – 15,000 copies:</i>	\$5,800	--	
<b>Contractual/Consultant:</b>	\$39,250	\$0	\$39,250
<i>Buy Fresh, Buy Local Cape Cod:</i>	\$15,000	--	
<i>Island Grown Schools:</i>	\$11,750	--	
<i>Sustainable Nantucket:</i>	\$12,500	--	
<b>Other:</b>	\$4,800	\$0	
<i>Assoc. costs – Faces of Farming and Fishing:</i>	\$3,600		
<i>Technology Pilot Participant Stipends:</i>	\$1,200		
<b>Direct Costs Subtotal</b>	\$69,250	\$0	\$69,250
<b>Indirect Costs</b>	\$0	\$0	\$0

<b>Total Budget</b>	\$69,250
<b>Grant Portion</b>	\$69,250
<b>Match Portion</b>	\$0

**Project Changes:**

In the event that a deliverable cannot be completed as specified or there needs to be a redistribution of the funds specified in Attachment B, the Contractor shall notify the Department's Contract Manager as follows:

1. When it is necessary to modify the scope or objectives of the grant, the Contractor shall submit a written request to the Department for the change, which must be approved prior to any modification. The request shall include, at a minimum, the following:
  - a) the approved project title(s) affected by the change;
  - b) a description of the revised scope or objectives of the award; and
  - c) a justification for the change.

2. Where a modification to the approved budget is required, the Contractor shall submit a written request to the Department for the change. A request for a budget change shall include, at a minimum, the following:
  - a) the approved project title(s) affected by the change;
  - b) a description of the change (a new budget); and
  - c) a justification for the change.
3. Where an extension of time is required, the extension request(s) shall be received in writing no later than 60 days prior to the expiration date of the award.

A request for time extension shall include, at a minimum, the following:

- a) the approved project title;
- b) the length of additional time required to complete project objectives and a justification for the extension;
- c) a summary of progress to date;
- d) an estimate of remaining funds on the scheduled expiration date, and
- e) a projected timetable to complete the project for which the extension is being requested.

**No redistribution of funds or addition or deletion of tasks, goals or expected measurable outcomes may occur without prior written approval from the Department's Contract Manager.**

The Contractor shall notify the Department's Contract Manager immediately upon any change to the project manager or the project manager's contact information.

**Reimbursement and Invoices:**

The Contractor shall be reimbursed for funds expended on this project. In order to receive reimbursement, the Contractor shall submit a written request ("Invoice") to the Department's Contract Manager.

**Each Invoice shall include, at a minimum, the following:**

1. legal Name of the entity requesting reimbursement;
2. title of the Grant Project;
3. period for which the expenses were incurred;
4. a unique invoice number;
5. total request in reimbursement;
6. detail as to how funds have been expended;
7. a brief explanation as to what goals or tasks the funds have been expended on;
8. supporting documentation as set forth herein below; and
9. any other information relating to the project as requested by the Department's Contract Manager.

**Supporting Documentation:**

All expenses shall be incurred in compliance with all applicable state and federal requirements.

In order to receive reimbursement, an invoice shall contain the following information per each kind of reimbursement:

**Personnel:** Timesheets detailing the hours spent on the project and the dates spent on the project. This shall also include a narrative as to what program activities were completed. All personnel time charged to this grant shall be for activities directly related to the program.

**Fringe:** Shall include the approved rate and show the amount of fringe charged to grant.

**Supplies:** This shall include: invoices for supplies; a receipt showing that the supplies were paid for; a description as to how vendors were selected; a brief narrative describing the supplies purchased and how they pertain to the project.

**Contracts:** The first request for Contractual costs shall include a copy of the contractual agreement and how the contractor was selected. Note: all contracted services shall be made in compliance with all applicable state and federal procurement requirements including those governing the specialty crop block grant program. Any payment to a subcontractor shall include a narrative as to what work was completed and what deliverables were received. If it is a rate contract, it shall include timesheets detailing the hours worked and days worked and a narrative as to what work was completed. All work shall be directly related to the grant project and all subcontracting shall be done in accordance with the Contract.

**Other:** Any expense does that not fall within the above but which is approved in writing as an allowable expense by the Department shall include documentation that shows:

- a) The grantee was charged for and received the services; and
- b) The grantee paid for those services (this should be a cancelled check).

**Travel:** Expenses for Travel shall include:

- a) For vehicle travel: a mileage log documenting the travel ; and
- b) Receipts for travel related expenses (hotels, plane travel)

All travel shall comply with necessary state and federal regulations including those that pertain to the Buy Local Grant Program.

**All expenses incurred shall show that they were paid by the Contractor. This shall be substantiated by cancelled checks and any other documentation requested by the Department that is necessary to confirm payment of the expenses by the Contractor.**

**Invoice Schedule:**

The Contractor shall submit **four Invoices** per the schedule in Table 1 below for each year that the contract is in effect. If a project has not begun or no costs were incurred, the Contractor shall notify the Contract Manager in writing. The contractor may request an alternative invoice schedule based on project-specific needs, or if the schedule described below causes undue hardship.

**Table 1: Invoice Schedule Summary**

Quarter	Time Period	Submission Date
---------	-------------	-----------------

Quarter One	January 1 – March 30, 2016	<b>April 15</b>
Quarter Two	April 1- June 30, 2016	<b>July 15</b>

**Retainage:**

The Department shall retain **5 percent** of the overall budget amount to ensure completion of the work under this project. The total amount retained shall be released to the Contractor once the Department has approved the Contractor’s Final Report (see “Annual Performance Reporting Schedule”).

**Matching Funds:**

The Contractor shall provide a report of matching funds with each invoice request. The Contractor does not need to submit supporting documentation with the invoice. However, supporting documentation shall be held by the Contractor and furnished in a timely manner if requested by the Department’s Contract Manager.

**Program Income:**

Program Income is gross income received by the Contractor directly generated by the project activity (or as specified by the applicable state and federal requirements). If program income is earned, it must be used for: 1) expanding the project or program, and/or 2) continuing the projects or program after the grant support ends.

Any program income the Contractor has earned shall be reported to the Department on the Quarterly basis specified above. In addition to the report of income, quarterly reports shall show how any income was expended and how new or remaining program income is to be expended. All program income shall be treated as specified herein and in accordance with any applicable state and federal regulation including those that govern the Buy Local Grant Program.

**State Acknowledgement:**

Any printed material produced as part of the activities of this Contract may, at the Department’s discretion, credit the Department. Any use of the Department logo or any of its program logos shall require prior written approval from the Department.

**Annual Performance Reporting Schedule:**

**Final Report**

Within 30 days of the conclusion of all project tasks, and no later than July 30, 2016, the Contractor shall submit a **final report** to the Department’s Contract Manager containing the following information:

- 1) **Project Summary**
  - a) Background of the initial purpose of the project, including the specific issue, problem or needs that was addressed by the project;
  - b) Description of the importance and timeliness of the project; and

- c) If the project built upon a project that previously received Specialty Crop Block Grant, describe how the project complemented and enhanced previously completed work.
- 2) **Project Approach**
- a) A brief summary of activities performed and goals and / or targets achieved throughout the entire grant period. This should represent the activities/ goals and targets specified in Attachment B: Work Plan;
  - b) If the project benefited commodities other than specialty crops, indicate how the Contractor ensured that grant funds were used only to enhance the competitiveness of specialty crops; and
  - c) A summary of the contributions and roles of project partners.
- 3) **Goals and Outcomes Achieved**
- a) A description of the activities that were completed in order to achieve the performance goals and measurable outcomes identified in Attachment B;
  - b) If the outcomes measured are long term, summarize the progress that has been made toward their achievement;
  - c) Illustration of baseline data that has been gathered to date and the progress towards achieving set targets;
  - d) A comparison of actual accomplishments with the goals established for the grant period, including a comparison of baseline or benchmark data with quantifiable targets established prior to or in initial phases of the project; and
  - e) Summarize the major successful outcomes of the project in quantifiable terms.
- 4) **Beneficiaries**
- a) A description of the groups and other operations that benefited from the completion of this project's accomplishments; and
  - b) State the number of beneficiaries affected by the project's accomplishments and / or potential economic impact of the project.
- 5) **Illustration of the lessons learned as a result of completing this project**
- a) List and describe any recommendations, best practices, and other lessons learned during this project that would be transferable to other organizations in Massachusetts and nationwide.

A Final Report shall not be deemed complete unless approved by the Department's Contract Manager. The Department's Contract Manager may ask for any additional information or documentation related to the project in order to effectively monitor project completion.

# COUNTY OF BARNSTABLE

## PURCHASING

### DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

March 9, 2017

#### MEMORANDUM

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

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The County issued a bid for Miscellaneous Public Works on behalf of Towns in the County. Four (4) bids were received.

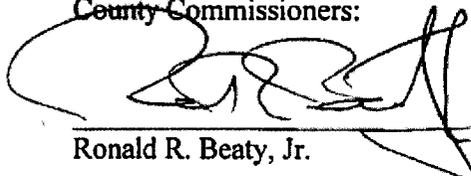
Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

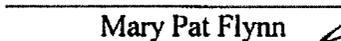
Bartlett Consolidated  
Lawrence Lynch Corp  
Highway Safety Systems  
Markings Inc

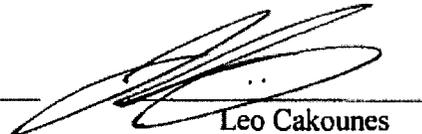
The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

  
\_\_\_\_\_  
Ronald R. Beaty, Jr.

  
\_\_\_\_\_  
Mary Pat Flynn

  
\_\_\_\_\_  
Leo Cakounes

03/15/17  
\_\_\_\_\_  
Date

227454  
227151

AGREEMENT BETWEEN

Barnstable County  
3225 Main Street  
Barnstable, MA 02630

and

Hi-Way Safety Systems  
9 Rockview Way  
Rockland, MA 02370

THIS AGREEMENT, made this 3rd day of April 2017 by and between Hi-Way Safety Systems, Inc. (hereinafter referred to as Contractor), and Ron Beaty, Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for Miscellaneous Public Works on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

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

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 7, 2017, incorporated herein by reference as Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.
4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31<sup>st</sup> of the year when the resources were prepared.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract,

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

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

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

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

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

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

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such

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

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

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

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

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

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

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

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section

18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal

requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of in the year two thousand and fourteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

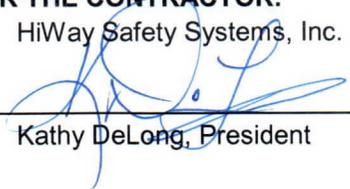
\_\_\_\_\_  
Ron Beaty

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**  
HiWay Safety Systems, Inc.

  
\_\_\_\_\_  
Kathy DeLong, President

\_\_\_\_\_  
Date *April 3, 2017*

\_\_\_\_\_

AGREEMENT BETWEEN

Barnstable County  
3225 Main Street  
Barnstable, MA 02630

and

Markings, Inc.  
30 Riverside Drive  
Pembroke, MA 02359

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

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

WHEREAS: Barnstable County issued an Invitation for Bids for Miscellaneous Public Works on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

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

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 7, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31<sup>st</sup> of the year when the resources were prepared.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

extent  
permitted by law.

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of in the year two thousand and fourteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Ron Beaty

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

*Moneque Song*  
\_\_\_\_\_  
4-2-17  
\_\_\_\_\_

Date

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2017

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 Burgin, Platner, Hurley Insurance Agency, LLC 14 Franklin St.  Quincy MA 02169	CONTACT NAME: Janet Sweeney, CIC, CPCU
	PHONE (A/C, No, Ext): (617) 691-2628 FAX (A/C, No): (617) 773-9626 E-MAIL ADDRESS: js2@bphins.com
INSURED Markings, Inc. 30 Riverside Dr  Pembroke MA 02359	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Property Casualty
	INSURER B: Travelers Insurance Company
	INSURER C: Travelers Indemnity Company
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2016-2017 Master 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	DT-CO-166M0412	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	DTA0-810-403M6910	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	DTSM-CUP-403M7015	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6HUB-7H72848-9-16	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

## CERTIFICATE HOLDER

## CANCELLATION

Barnstable County 3195 Main Street Barnstable, MA 02630	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  K Besse, CIC CISR CPI

## ATTACHMENT A TO CONTRACT

### SPECIAL PROVISIONS

#### SCOPE OF WORK

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

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

**As noted on the Bid Form steel price adjustments will be allowed for a limited number of items.**

**FOR ESTIMATED QUANTITIES SEE ATTACHMENT A**

#### WORK SCHEDULE

The Contractor shall commence Work within **ten (10)** working days of receiving a Notice to Proceed from a Town. If the Contractor can not begin work within the **ten (10)** working days, that Town may order such services from such contractors as are available, and the Contractor shall reimburse that Town for all expenses incurred above the Contract Price. When needing work completed for those items that will be awarded to the two (2) lowest bidders, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within **forty-eight (48) hours** of receiving the Notice to Proceed and/or can not begin (and remain at) work within **ten (10) working days**, then the Town shall have the right to forward a Notice to Proceed to the second low bidder.

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift.

No Work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend which involves a holiday without prior approval by the specific Town.

#### OSHA REQUIREMENT

Any employee found on the worksite without documentation of the successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

### **PROGRESS OF WORK**

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Engineer. The rate of progress shall be satisfactory to that Town and the Engineer. The Contractor shall furnish to the Engineer a schedule for the Work prior to the start of construction.

### **CONTRACT DOCUMENTS IN THE FIELD**

The Contractor shall keep a copy of the Contract Documents at the work site at all times while work is being performed and said copy is to be available to those in charge of work.

### **POLICE SERVICES**

Each Town shall provide all Town police services at no cost to the Contractor to direct traffic when such protection is required by that Town's Police Department. The Contractor shall be solely responsible for contacting and scheduling police services with the Police Department. If the Contractor must cancel police services, he must do so within the time limits set by the Police Department. **If the Contractor does not cancel police services within the time limits, then Contractor shall be responsible to promptly pay the minimum required amount.**

### **PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall be required without additional compensation to provide safe and convenient access to all abutters during the prosecution of the Work.

No excavation shall be left open during non-working hours.

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.

**NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.**

For the protection of life and property, all backfill operations shall follow closely behind completed work. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose

and intent that all excavations and backfill, including consolidation operations, and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (example: OSHA, DIGSAFE, MDOT Work Zone Safety Guidelines, Police) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary signs/ safeguards for such safety and protection at no extra cost to the Owner. See General Conditions also.

## **CLEANUP**

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches, and remove all equipment from the traveled way. The Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

Sweeping and cleaning of surfaces beyond the limits of the Project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the Work being performed under the Contract and there will be no additional compensation.

## **EMERGENCY CONTACTS**

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Engineer, the Highway Superintendent (or his designee), the Public Works Director and to the local Police and Fire Departments. This requirement shall apply during the entire length of the Project or Service for each Town where work is being completed. This list shall be submitted on the Contractor's letterhead and shall state that should an emergency arise during the implementation of this Project or Service, these people are to be contacted. The Contractor shall submit this letter to the Engineer prior to initiating construction. The Highway Superintendent for each Town or his designee has the right to determine whether or not an emergency exists and to require Contractor to promptly resolve the emergency at no cost to that Town. If Contractor can not respond in a timely manner as determined by the Highway Superintendent, the Town has the right to complete the necessary work and to bill Contractor for that work.

## **DIGSAFE**

The Contractor shall notify "Mass. DIG SAFE" and the Local Water Department or District and procure a DIG SAFE number of each location prior to disturbing ground in any way.

**"DIG-SAFE" Call Center: Telephone 1-888-344-7233**

Commonwealth Electric has a policy regarding the location of electric utilities. Dig-Safe can no longer be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in Public ways that run from utility poles to buildings. It is therefore incumbent upon Contractor to ascertain if any electric cables are located in any area prior to excavation. This will be done at Contractor's expense.

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations

**PROTECTION OF UTILITIES AND PROPERTY**

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the municipality or by utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

**PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK**

For the items that require traffic control, the Contractor shall supply and use traffic control devices, positioning and methodology, conforming with the Manual on Uniform Traffic Control Devices (MUTCD) and MDOT Work Zone Safety Guidelines at no additional cost to any Town. Traffic control devices required only during working hour operations shall be removed at the end of each working day. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety.

### **WORK DONE BY OTHERS**

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this Project, will be accomplished by the respective utility companies.

### **DISPOSAL OF SURPLUS MATERIALS**

All materials not required or needed for use on the Project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be removed from the site and legally disposed of. No separate payment will be made for this Work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

### **COMPACTION**

Compaction of filled areas under pavement (no matter what type of fill material) shall be completed in 6" lifts. Compaction of filled areas elsewhere (no matter what type of fill material) shall be completed in 12" lifts. Appropriate compaction equipment shall be used.

### **PROPERTY BOUNDS**

Any bounds or markers flagged by a Town and disturbed by the Contractor shall be replaced utilizing the services of a Registered Land Surveyor. The cost of replacing flagged bounds or markers disturbed by the Contractor's operations shall be at the Contractor's expense.

### **WEIGHING**

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

### **Item No. 101A: CHLORINATED RUBBER PAINT AND BEADS FOR 4" REFLECTORIZED LINE, Item No. 101B: CHLORINATED RUBBER STOP BARS AND CROSSWALKS**

**ITEM NO 101C CHLORINATED RUBBER PAINT AND BEADS FOR ARROWS, & MISC. MARKINGS**

The Work shall include the furnishing and installing of alkyd traffic paint modified with chlorinated rubber and glass beads conforming to Section M7 of the Standard Specifications. The white or yellow reflectorized traffic paint shall comply with Section 860 of the Standard Specifications.

**Low VOC Chlorinated Rubber Traffic Paint**

The durable, fast drying, Alkyd modified with chlorinated rubber traffic paint shall conform to the current V.O.C. regulations and the following:

<b><u>Composition</u></b>	<b><u>White</u></b>	<b><u>Yellow (lead free)</u></b>
Vehicle % by wt.	40-43	40-43
Pigment % by wt.	57-80	57-60
Total Solids % by wt.	74 min	74 min
Total Solids % by vol.	50 min	50 min
V.O.C. grams/liter	150 max	150 max
Titanium dioxide rutile (type II)	1 lb/gal min	.3 lbs/gal min
Organic yellow pigment (lead free)	n/a	.25 lbs/gal min
Chlorinated rubber	.5 lbs/gal min	.5 lbs/gal min

**Detailed Requirements**

Wt/Gal	12.5 +/- .2	12.1 +/- .2
Viscosity K.U.	75-85	75-85
Dry Time 15 mils wet film @ 77 F Minutes	10 max	10 max
Dry Opacity @ 15 mils wet	.96 min	.96 min
Reflectance	84 min	50 min
Grind	3 min	3 min
CC Flash Point (F)	(-4 F) min	(-4 F) min

The application rates shall be 1 gallon of paint and 5 pounds of beads per 320 linear feet of 4" wide line.

**Application Conditions**

Temperature: 50°F (10°C) minimum, 110°F (43°C) maximum (air, surface, and material) and at least 5°F (2.8°C) above dew point  
Relative humidity: 85% maximum

**Equipment**

The Contractor shall supply 1 long line spray truck, manufactured with stainless steel components to properly apply alkyd traffic paint modified with chlorinated rubber, capable of

applying solid lines in a sharp and true manner. The unit must have a minimum paint tank capacity of 400 gallons and a minimum bead truck capacity of 2,000 pounds. The long line spray truck must be capable of producing an acceptable 4" wide single or double line at the application rate of 5 pounds of beads and 320 lineal feet per one gallon of paint while traveling at a minimum of 7 miles per hour.

The Contractor shall supply 1 cone truck (rack body with hydraulic tail gate) with 300 cones.

The above units shall include protective devices and warning signs for the painting operation. Each unit shall be radio controlled with a portable unit available for the Highway Division lead truck.

The Contractor shall supply 2 operating personnel for the spray truck and 3 cone setters/retriever personnel for the traffic cone setting truck.

The Contractor will place traffic cones on all freshly painted lines to reduce tracking.

### **Contractor Responsibilities**

The Contractor shall complete the painting as indicated herein, subject to weather conditions, such as wet or extremely cold pavement. The Contractor shall have backup equipment available to him in the event of a breakdown.

The Contractor shall have a supervisor or foreman available to direct operations. The supervisor or foreman will report to the Highway Division Superintendent or his designee, any problem, as well as, give daily progress reports.

The Contractor must show by past performance that he is capable of performing a Contract of this magnitude.

**On new road surfaces, the Contractor shall pre-mark the centerlines and foglines, as needed, at no additional cost to the Town.**

### **Measurement and Payment**

The measured quantity for 4" Reflectorized Line (Chlorinated Rubber) will be paid at the Contract unit price per linear foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows, Legends, Stop Bars, Crosswalks (Chlorinated Rubber) will be paid at the Contract unit price per square foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

**Item No. 102A: THERMOPLASTIC PAINT FOR REFLECTORIZED LINES,**  
**Item No. 102B: THERMOPLASTIC PAINT FOR STOP BARS AND CROSSWALKS**  
**Item No 102C THERMOPLASTIC PAINT FOR ARROWS & MISC. MARKINGS**

The Work under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Material used and method of installation shall conform with the relevant provisions of Subsection M7, M7.01.03, M7.01.04, M7.01.18, and 860 of the Standard Specifications. All dimensions and spacing shall be as directed by the Engineer.

The Contractor shall install all pavement markings at locations as directed by the Engineer. **On new road surfaces, the Contractor shall pre-mark the centerlines and foglines, as needed, at no additional cost to the Town.**

### **Measurement and Payment**

The measured quantity for 4" Reflectorized Lines (Thermoplastic) will be paid at the Contract unit price per linear foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows, Legends, Stop Bars, Crosswalks (Thermoplastic) will be paid at the Contract unit price per square foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

### **Item No. 103: EPOXY PAINT FOR REFLECTORIZED LINES**

Work under these items cover white and yellow epoxy reflectorized pavement marking material that is sprayed onto the pavement. Immediately following this, a surface application of glass beads is applied. The work, materials, and methods of installation under these items shall conform to the relevant provisions of Sections 860 and subsection M7 of the Standard Specifications. and the following:

The epoxy marking material shall be two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

Part A of both white and yellow shall conform to the following requirements:

Percent by weight:

WHITE Pigment - 18 Minimum, Titanium Dioxide (ASTM D476, Type II)  
Epoxy Resin - 75 to 82

YELLOW Pigment - 18 Minimum, Titanium Dioxide (ASTM D476, Type II) 5  
Minimum, Organic Yellow, Epoxy Resin – 73 to 77

The entire pigment composition shall consist of either titanium dioxide or titanium dioxide and organic yellow. No extender pigments are permitted. Yellow pigment shall be lead-free.

The work of these items shall only be performed when atmospheric and surface temperatures are 40°F higher

All dimensions and spacing shall be as directed by the Engineer.

The measured quantity for 4" Epoxy Paint for Reflectorized Lines will be paid at the Contractor unit price per linear foot, which price shall include all labor, materials and incidental costs required to complete the work..

**Item No. 104: DRAINAGE PIPE CLEANING**

The Work under this item consists of the cleaning of existing drainage pipes. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage pipe cleaning will be paid for at the Contract unit price per day (8 working hours exclusive of travel time) broken down as follows:

- \* Drainage pipe cleaning performed between 0 and 4 hours will be paid for at half the Contract unit price per day.
- \* Drainage pipe cleaning performed for a period greater than 4 hours will be paid for at a proportion of the full Contract unit price per day.

The Contract unit price per day shall include all labor, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**Item No. 106. DRAINAGE STRUCTURE CLEANING (WITH DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The Contract unit price per each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide

documentation of proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

**Item No. 106A DRAINAGE STRUCTURE CLEANING (W/O DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The Contract unit price per each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

The town shall provide the contractor an area to dump the catch basin cleanings. The town will manage the stockpile area and legally dispose of the debris.

**Item No. 106B. DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK( WITH DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Highway Division Superintendent.

The Contract unit price per each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide documentation of proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

**Item No. 107: DRAINAGE STRUCTURE ADJUSTED**

The Work under this item shall consist of the adjustment of utility castings for overlays and minor reconstruction where said adjustment is no greater than 6 inches (rise or fall) from existing line and grade and shall conform to the relevant provisions of Sections 201, 202, and 220 of the Standard Specifications and the following:

The Contractor shall maintain the drainage (or sewer) system in the project areas or drainage facilities outside the project area affected by the work performed by the Contractor to provide continual drainage of the travelways and construction areas. All drainage (or sewer) castings required to be raised to accommodate pavement overlays shall be paid for under this item.

No separate payment will be made for the maintenance of the existing drainage (or sewer) system, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

When in the judgment of the Engineer, the masonry below the casting shows deterioration and directs the contractor to remodel, the pay item shall be by the vertical foot and the cost per vertical foot as measured from the bottom of the existing casting, shall be paid as described in Item 108 Drainage Structure Rebuilt.

Clay brick conforming to Subsection M4.05.2 of the Standard Specifications shall be used to make grade adjustments of structure frames.

Any castings damaged due to the Contractor's operations shall be replaced with similar H-20 North American made cast iron castings at no cost to the Town.

A structure adjusted more than once by the Contractor, due to his plan of operation, will be paid for only once regardless of how many adjustments are made to the structure.

**Item No. 108: DRAINAGE STRUCTURE REBUILT OR REPLACED**

This item applies to the complete rebuilding or replacement of an existing structure and includes new masonry construction, backfilling around structures and other incidental work and shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications and the following:

The Work shall consist of rebuilding, removing, replacing and adjusting the masonry units and adjusting the castings of existing structures. The casting and deteriorated masonry shall be removed in a neat manner until a clean sound base is obtained upon which concrete blocks and clay bricks may be set to rebuild the structure.

Sand borrow shall be furnished by each Town for backfill where required when excavated material is unsuitable.

Method of measurement shall be measured by the average height in vertical feet and tenths of feet from the bottom row of rebuilt masonry to the bottom of casting.

The cost of removing and replacing the casting, excavation, backfilling around structures and other incidental work shall be included in the unit price for this Item.

**Item No. 109: STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL - (single faced/wood posts)**

The Work shall include the furnishing and installation of 12 gauge corrosion resistant (weathering) steel beam rails conforming to AASHTO M180 and wood posts (6" x 8" x 6') and offset blocks (6" x 6") conforming to relevant provisions of Sections 600 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional for end treatments.

**The contractor shall be guaranteed a minimum of 100 linear feet/day**

**Item No. 110: STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL - (single faced/wood posts)(Including Removal and Stacking of Existing Guardrail)**

The Work shall include everything outlined above in the immediately preceding item plus the removal and stacking of existing guardrail of various types. If requested by a Town, the Contractor shall negotiate a fair additional cost for end treatments.

**The contractor shall be guaranteed a minimum of 100 linear feet/day**

**Item No. 111: STEEL BEAM (WEATHERING) HIGHWAY GUADRAIL-TERMINAL END**

The Work shall include the furnishing and installation of a steel beam (weathering steel) terminal end in conjunction with Items 109 & 110 which shall consist of curved guard rail section, wood posts, offset blocks, and "boxing glove" end, conforming to AASHTO M180 and wood posts (6" x 8" x 6') and offset blocks (6" x 6") conforming to relevant provisions of Sections 601 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center.

The measured quantity will be paid for at the Contract unit price per each, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work and shall include 13 ft long +/-curved guard rail section, wood posts, boxing glove end and Standard reflector (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail)

### **Item No. 112: WOODEN GUARDRAIL/POSTS**

The Work shall include the furnishing and installation of wooden guardrail and posts conforming to Section M8.07.0, paragraph B.2 Wood Posts and paragraph D, Bolts, Nuts and Washers of the Standard Specifications; and, the following specifications.

All posts shall be sawed off square prior to setting. Posts shall be set plumb and to line and grade. Post spacing shall be 4'-0" on center. Single wood rails shall be erected as to form a smooth, continuous rail conforming to the required line and grade. Wood rail elements shall butt firmly against each other and joints shall occur in the direct center of the post. All bolts shall be drawn tight. Ends shall be angled downward at approximately a 30 degree angle with a 1 foot tall post unless otherwise directed by the Engineer. The end of the angled rail shall be cut to butt firmly against the horizontal rail. Rails shall be 4" x 10" x 16' pressure treated Southern Yellow Pine. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be provided and installed every 50' on average at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

### **Item No. 113: STEEL-BACKED TIMBER GUARDRAIL**

The Work under this Item shall conform to Sections 106, 601, 617, 710 and 716 of the U.S. Department of Transportation Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-85), all subsequent errata and addenda, to the applicable provisions of the Standard Specifications and the following:

#### **Materials**

**Timber Rail:** The timber shall conform to AASHTO M 168. Fabricate the 6 by 10 inch timber rail from dry, well seasoned, and dressed rough sawn Douglas Fir, Southern Pine, or other species having a stress grade of at least 1,500 psi.

Treat the timber rail and wood elements with CCA, ACZA, or ACA preservative treatment conforming to AWWA C14 except the minimum retention shall be 0.60 lbs/ft.

**Steel:** Fabricate the steel backing elements from 0.375 inch structural steel conforming to AASHTO M 222 M. Fastener hardware shall conform to AASHTO M 164, Type 3.

**Wood Posts:** The 10 by 12 inch guardrail posts shall conform to materials for timber rail as specified above.

**Guardrail Hardware:** Hardware shall conform to the AASHTO – AGC – ARTBA “A Guide to Standardized Highway Barrier Hardware,” 1995 Edition.

## **Construction Methods**

The Steel-Backed Timber Guardrail shall be Type A, and the Turn-down Terminal Section shall be Type FAT – 30 or Type FAT –20 as directed by each Town.

Posts shall be placed plumb, in hand or mechanically dug holes, then backfilled with approved gravel material placed in 6 inch layers and thoroughly compacted.

Where it is possible to maintain 2-foot minimum between the back of the guardrail post and the top of a

slope 2:1 or steeper, the post length may be reduced to 7 feet.

Retreat field cuts of posts and rails, where required, with two coats of preservative treatment. Field cuts shall not be in contact with the ground.

Field cut steel rails and field drill holes in the steel splice plates at joints only where required to correspond to field cut wood rails at joints. Do not modify hole and slot dimensions. Do not use torch to cut holes, slots, plates or rails.

A wooden guardrail post that has a through check, shake or end split in the same plane as, or a plane parallel to the bolt hole and extending from the top of the post to within 3 inches of the bolt hole will be rejected.

Distance between wooden posts shall be 10 feet on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be provided and installed every 50' on average at no additional cost to the Town.

Construct terminal sections at the locations as directed by each Town. Terminal sections consist of posts, railing, hardware, and anchorage assembly necessary to construct the turn-down terminals.

## **Measurement and Payment**

Steel-Backed Timber Highway Guardrail (including reflectors and turn-down terminals) will be measured by the linear foot along the face of rail element, including terminal sections. The quantity for Steel-Backed Timber Highway Guardrail will be paid for at the Contract unit price bid per linear foot, which price shall be full compensation for all materials, tools, equipment and labor incidental to and necessary for the completion of the work in place to the satisfaction of each Town. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

**Item No. 114: STEEL BEAM HIGHWAY GUARDRAIL – TYPE SS (single faced, wood posts)**

The Work shall include the furnishing and installation of steel beam guard rail and posts conforming to the Standard Specification subsection M 8.07.0. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

**Item No. 115: GRANITE CURB TYPE VB – STRAIGHT W/ DRIVEWAY TRANSITION CURB**

**Item No. 116: GRANITE CURB TYPE VA4 – STRAIGHT W/ DRIVEWAY TRANSITION CURB**

Work under these items shall conform to the relevant provision of Section 501 of the Standard Specifications and the following:

All curbing shall be set on a bed of dry compacted gravel base. The spaces between the curb and the walls of the trench (**both front and back sides of the curb**) shall be filled with 4,000 PSI concrete to the depth directed, and shall then have a 2-inch base of Hot Mix Asphalt placed upon it. This shall ensure proper adhesion of the overlays to the existing surface.

The Contractor shall be responsible for sawcutting the existing pavement edge as directed by the Town, for excavating the area needed for the curbing and concrete installation, and for hauling and disposing of the excavated material.

The Contractor shall be responsible for meeting all current Federal and State architectural accessibility requirements. This includes but is not limited to: slopes; grades; and construction materials.

If requested by the Contractor, an additional cost per linear foot for transition and curved granite curbing equal to the demonstrated incremental item cost per linear foot. The incremental cost must be substantiated by invoiced costs or other means satisfactory to the Town.

The measured quantity for Items 115 and 116 will be paid for at the Contract unit price per linear foot and any additional cost demonstrated for transition and curved curbing, which price shall include all labor, materials, equipment, sawcutting, excavating, hauling, disposing, and incidental costs required to complete the Work. The measured quantity for Items 117 and 118 will be paid for at the Contract unit price per each 6 foot piece, which price shall include all labor, materials, equipment, sawcutting, excavating, hauling, disposing, and incidental costs required to complete the Work.

**ITEM No. 117 STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL - TYPE SS**  
**(single faced w/ 8"x8" wood posts)**

The Work shall include the furnishing and installation of 12 gauge corrosion resistant (weathering) steel beam rails conforming to AASHTO M180 and wood posts (6" x 8" x 6') and offset blocks (6" x 6") conforming to relevant provisions of Sections 600 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable ReflectORIZED Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work.

**Each site shall be a guaranteed minimum of 100 linear feet.**

**ITEM No. 118 Hand Digging of Guardrail Post**

Work under this item shall include providing tools and labor to hand dig post holes associated with work performed under Items 109-114 and 117. The measured quantity will be paid for at the Contract unit price per each.

**COPY**

copy

ATTACHMENT B - BID FORM

BID IDENTIFICATION: PUBLIC WORKS FOR HIGHWAYS  
(UNIT PRICE WORK)

**THIS BID IS SUBMITTED TO:**

(Name and Address  
of Owner)

Office of the County Commissioners  
Superior Court House  
P.O. Box 427  
Barnstable, Massachusetts 02630

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of April 1, 2016 to March 31, 2017, with the option to renew for one additional one year period and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

Date	<u>1/26, 1/27, 1/27/16</u>	Number	<u>1</u>
Date	<u>2/2/17</u>	Number	<u>2</u>
	<u>2/6/17</u>		<u>3, 4</u>

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

- 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
- 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.
5. The following documents are attached to and made a condition of this Bid:
  - 5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.

6. Communications concerning this Bid shall be addressed to:

Company Name: MARKINGS INC.  
Address: 30 RIVERSIDE DR.  
Pembroke, MA 02359  
Telephone No.: 781-826-5171  
Fax No.: 781-826-1121  
E-mail Address: monique@markingsinc.com  
Bidder's Contact Person: MONIQUE SOUZA

- 7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.
- 8. It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for Item Numbers 109 thru 116.
- 9. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 10. The undersigned also certifies: that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and, that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

SUBMITTED on February 7<sup>th</sup>, 2017.

**An Individual**

By \_\_\_\_\_ (SEAL)  
(Individual's Name and Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

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

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner Name and Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

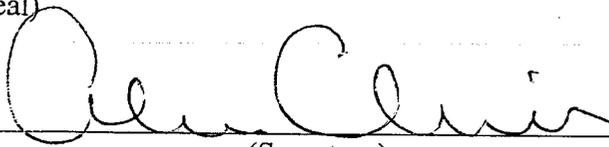
A Corporation

By MARKINGS INC.  
(Corporation Name)

MA  
(State of Incorporation)

By MONIQUE SOUZA  
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest   
(Secretary)

Business address: 30 RIVERSIDE DR.  
Pembroke, MA

02359

Phone No.: 781-826-5171

A Joint Venture

By \_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

**THIS PAGE IS TO BE USED AS THE COVER OF YOUR BID**  
**CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

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

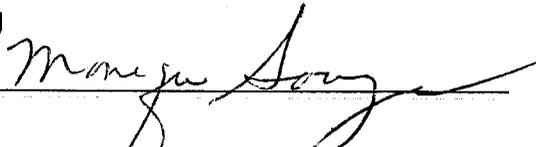
I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other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

Company: MARKINGS Inc.

Address: 30 Riverside Dr.

Pembroke, MA 02359

**Signature of Individual Signing**

Bid, or Corporate Officer: 

Telephone Number: 781-826-5171

**Social Security Number**

Or Federal Identification Number: 04 2434 854

Date: 2.7.17

Any person or corporation which fails to execute this document  
will be considered a non-responsive bidder  
and will be rejected pursuant to MGL Chapter 30, 39M.

BID FORM  
MISCELLANEOUS PUBLIC WORKS  
(UNIT PRICE WORK)

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

**Two Lowest Bidders:** It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for **Item Numbers: 109 – 116 only**. When needing work completed for each of these items, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or can not begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second low bidder. Each Town shall follow its own policy in the case of the need to break a tied bid.

# COPY

ITEM NO. 101A      4" REFLECTORIZED LINE (CHLORINATED RUBBER) INCLUDING PAINT AND BEADS      PER LIN. FT.

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Dennis	<u>Three and Seventy Three Hundredths cents</u>	<u>\$ .0373</u>
Eastham	<u>Three and Seventy Three Hundredths cents</u>	<u>\$ .0373</u>
Falmouth	<u>Three and Seventy Three Hundredths cents</u>	<u>\$ .0373</u>
* Harwich	<u>Three and Seventy Three Hundredths cents</u>	<u>\$ .0373</u>
Orleans	<u>Three and Seventy Three Hundredths cents</u>	<u>\$ .0373</u>
Sandwich	<u>Three and Seventy Three Hundredths cents</u>	<u>\$ .0373</u>
Yarmouth	<u>Three and Seventy Three Hundredths cents</u>	<u>\$ .0373</u>

ITEM NO. 101B. STOP BARS/CROSSWALKS(CHLORINATED RUBBER)      PER SQ. FT.

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	<u>THIRTY SEVEN CENTS</u>	<u>\$ .37</u>
Eastham	<u>THIRTY SEVEN CENTS</u>	<u>\$ .37</u>
Falmouth	<u>THIRTY SEVEN CENTS</u>	<u>\$ .37</u>
Orleans	<u>THIRTY SEVEN CENTS</u>	<u>\$ .37</u>
Sandwich	<u>THIRTY SEVEN CENTS</u>	<u>\$ .37</u>
Yarmouth	<u>THIRTY SEVEN CENTS</u>	<u>\$ .37</u>

ITEM NO. 101C. LEGENDS, ARROWS & MISC. MARKINGS (CHLORINATED RUBBER)

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>PER SQ. FT.</u> <u>In Numerals</u>
Bourne	<u>ONE DOLLAR AND FIFTY CENTS</u>	<u>\$ 1.50</u>
Eastham	<u>ONE DOLLAR AND FIFTY CENTS</u>	<u>\$ 1.50</u>
Falmouth	<u>ONE DOLLAR AND FIFTY CENTS</u>	<u>\$ 1.50</u>
Orleans	<u>ONE DOLLAR AND FIFTY CENTS</u>	<u>\$ 1.50</u>
Yarmouth	<u>ONE DOLLAR AND FIFTY CENTS</u>	<u>\$ 1.50</u>

ITEM NO. 102 A 4" REFLECTORIZED LINE (THERMOPLASTIC)      PER LIN. FT.

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	<u>THIRTY FIVE CENTS</u>	<u>\$ .35</u>

# COPY

Bourne	<u>THIRTY FIVE CENTS</u>	\$ <u>.35</u>
Chatham	<u>THIRTY FIVE CENTS</u>	\$ <u>.35</u>
Dennis	<u>THIRTY FIVE CENTS</u>	\$ <u>.35</u>
*Harwich	<u>THIRTY FIVE CENTS</u>	\$ <u>.35</u>
Orleans	<u>THIRTY FIVE CENTS</u>	\$ <u>.35</u>
Sandwich	<u>THIRTY FIVE CENTS</u>	\$ <u>.35</u>

**ITEM NO. 102B. STOP BARS/CROSSWALKS(THERMOPLASTIC) PER SQ. FT.**

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>
Bourne	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>
Chatham	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>
Dennis	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>
Eastham	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>
Harwich	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>
Orleans	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>
Sandwich	<u>ONE DOLLAR AND THIRTY TWO CENTS</u>	\$ <u>1.32</u>

**ITEM NO. 102C. LEGENDS, ARROWS & MISC. MARKINGS (THERMOPLASTIC)**

**PER SQ. FT.**

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	<u>FOUR DOLLARS</u>	\$ <u>4.00</u>
Bourne	<u>FOUR DOLLARS</u>	\$ <u>4.00</u>
Chatham	<u>FOUR DOLLARS</u>	\$ <u>4.00</u>
Eastham	<u>FOUR DOLLARS</u>	\$ <u>4.00</u>
Harwich	<u>FOUR DOLLARS</u>	\$ <u>4.00</u>
Orleans	<u>FOUR DOLLARS</u>	\$ <u>4.00</u>

ITEM NO. 103.                      4" REFLECTIVE LINE (EPOXY)                      PER LINEAR FOOT

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	<u>Twenty Five Cents</u>	\$ <u>.25</u>
Chatham	<u>Twenty Five Cents</u>	\$ <u>.25</u>
Dennis	<u>Twenty Five Cents</u>	\$ <u>.25</u>
Sandwich	<u>Twenty Five Cents</u>	\$ <u>.25</u>

ITEM NO. 104                      DRAINING PIPE CLEANING                      PER DAY

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Dennis	_____	\$ _____
Eastham	_____	\$ _____
Orleans	_____	\$ _____
Sandwich	_____	\$ _____
Provincetown	_____	\$ _____
Yarmouth	_____	\$ _____

ITEM NO. 106                      DRAINAGE STRUCTURE CLEANING                      PER EACH  
(w/ Disposal)

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Dennis	_____	\$ _____
Provincetown	_____	\$ _____
Sandwich	_____	\$ _____
Yarmouth	_____	\$ _____

ITEM NO. 106A                      DRAINAGE STRUCTURE CLEANING                      PER EACH  
(w/o Disposal)

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Eastham	_____	\$ _____
Dennis	_____	\$ _____
Orleans	_____	\$ _____
Sandwich	_____	\$ _____

ADDENDUM NO. 1

Barnstable County Purchasing Department  
PO Box 427  
Barnstable, MA 02630

DATE ISSUED: January 26, 2017  
TO: All Bidders of Record  
SUBJ: Barnstable County, on behalf of the Towns in Barnstable County, is seeking sealed bids for Roadway Materials for the period of April 1, 2017 through March 31, 2018, with the option to renew for one additional year.

**ADDENDUM NO. 1**

**Correction to Bid Form: Item # 54 – 1 3/8” Crushed Stone should be 3/8” Crushed Stone.**

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**Elaine Davis**  
**Chief Procurement Officer**

**REMINDER – ALL ADDENDA ARE TO BE ACKNOWLEDGED ON THE BID FORM.**

**ADDENDUM NO. 1**

Barnstable County Purchasing Department  
PO Box 427  
Barnstable, MA 02630

DATE ISSUED: January 27, 2016  
TO: All Bidders of Record  
SUBJ: Barnstable County, on behalf of the Towns in Barnstable County, seeking sealed bids for Road Resurfacing for the period of April 1, 2017 through March 31, 2018.

**ADDENDUM NO. 1**

Bidders are to use the attached Revised Att. A - Bid Form for submitting their bids for the Road Resurfacing Bid, along with pages BF 1 – BF6 of the bid documents. Page BF-5, the Certificate of Non-Collusion and Tax Compliance is to be the front page of your bid.

Towns highlighted in yellow on Attachment A, require vendors to be prequalified by MA Highway to bid on their work. Those towns are:

- Chatham
- Harwich
- Orleans
- Wellfleet
- Sandwich

All addenda are required to be acknowledged on the bid form.

---

**Elaine Davis**  
**Chief Procurement Officer**

ADDENDUM NO. 1

Barnstable County Purchasing Department  
PO Box 427  
Barnstable, MA 02630

DATE ISSUED: January 27, 2017  
TO: All Bidders of Record  
SUBJ: Barnstable County, on behalf of the Towns in Barnstable County is seeking sealed bids for Crack-filling Items for the period of April 1, 2017 through March 31, 2018, with the option to renew for one additional year.

**ADDENDUM NO. 1**

**Correction to Quantities:**

Item # 41, Modified Asphalt Fiber Crack-filler for Town of Orleans is 5000, not 20,000

**Clarification:**

There are no quantities for the Town of Barnstable.

**Reminder:**

Town of Bourne requires MA Highway Prequalification as shown by asterisk and yellow highlights.

All Addenda must be acknowledged on the bid form.

---

**Elaine Davis**  
**Chief Procurement Officer**

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

Elaine Davis  
Chief Procurement Officer

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

March 9, 2017

MEMORANDUM

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

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The County issued a bid for Roadway Materials on behalf of Towns in the County. Five (5) bids were received.

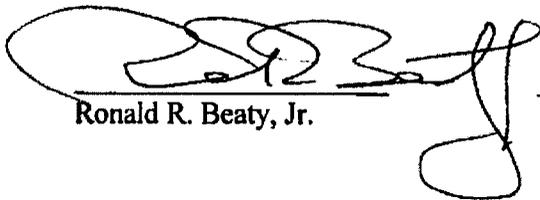
Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

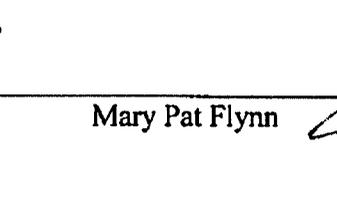
Cape Cod Aggregates  
Robert Childs, Inc.  
PA Landers  
Aggregate Industries  
Lawrence Lynch Corp

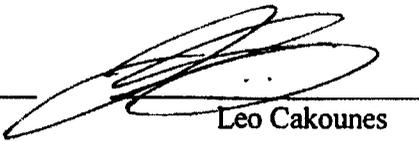
The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

  
Ronald R. Beaty, Jr.

  
Mary Pat Flynn

  
Leo Cakounes

03/15/17  
Date

**COUNTY BID RESULTS**  
**ROADWAY MATERIALS 11 BID OPENING - 2/16/2017**

#	DESCRIPTION	TOWN	Aggregate			Aggregate	MILES	Lawrence Lynch		
			CC Aggregates	Robert Childs Inc	PA Landers				MILES	
50	HOT MIX LOADED ON TOWN TRUCKS	TON	Bourne	no bid	no bid	no bid	69.00	25.00	69.00	18.00
			Chatham	no bid	no bid	no bid	69.00	15.00	69.00	42.00
			Dennis	no bid	no bid	no bid	69.00	1.00	69.00	31.00
			Eastham	no bid	no bid	no bid	69.00	20.00	69.00	48.00
			Harwich	no bid	no bid	no bid	69.00	1.00	69.00	35.00
			Orleans	no bid	no bid	no bid	69.00	15.00	69.00	43.00
			Provincetown	no bid	no bid	no bid	69.00	45.00	69.00	78.00
			Sand	no bid	no bid	no bid	69.00	10.00	69.00	19.00
Yar	no bid	no bid	no bid	69.00	5.00	69.00	23.00			
51	Sand Borrow	TON	Bourne	11.95	16.50	12.25	no bid		no bid	
			Chatham	16.50	18.00	15.75	no bid		no bid	
			Dennis	12.95	16.00	15.75	no bid		no bid	
			Orleans	17.25	18.00	12.25	no bid		no bid	
53	1/2" Crushed Stone	TON	Bourne	22.50	22.00	19.25	no bid		no bid	
			Chatham	27.00	25.00	19.25	no bid		no bid	
			Den	24.00	24.00	22.75	no bid		no bid	
			Eastham	27.50	26.00	24.75	no bid		no bid	
			Orleans	25.00	26.00	22.75	no bid		no bid	
			Provincetown	31.00	36.00	28.00	no bid		no bid	
			Sand	22.50	24.00	19.00	no bid		no bid	
			Yar	24.00	24.00	21.00	no bid		no bid	
54	3/8" STONE	TON	Bourne	24.50	23.00	21.25	no bid		no bid	
			Chatham	29.00	26.00	21.25	no bid		no bid	
			Dennis	26.00	25.00	24.00	no bid		no bid	
			Orleans	27.00	27.00	24.00	no bid		no bid	
			Provincetown	33.00	37.00	31.00	no bid		no bid	
			Yarmouth	26.00	25.00	26.00	no bid		no bid	
55	Dense Graded Crushed Stone	TON	Bourne	17.00	16.00	17.00	no bid		no bid	
			Chatham	21.50	20.50	17.00	no bid		no bid	
			Den	18.50	20.00	20.00	no bid		no bid	
			Orleans	19.50	21.00	21.00	no bid		no bid	
			Provincetown	no bid	32.00	25.00	no bid		no bid	
			Sand	17.00	17.00	17.25	no bid		no bid	
Yar	18.50	20.00	19.00	no bid		no bid				
57	RECYCLED ASPHALT	TON	Bourne	18.00	13.00	11.25	17.00		no bid	
			Chatham	20.50	15.00	13.00	15.00		no bid	
			Den	18.00	13.00	13.75	13.50		no bid	
			Eastham	20.00	17.00	15.95	16.00		no bid	
			Harwich	19.00	13.00	13.75	14.50		no bid	
			Sand	18.00	15.00	13.00	16.00		no bid	
58	3/4" CRUSHED STONE (DOUBLE WASHED)	TON	Bourne	24.50	22.00	24.00	no bid		no bid	
			Den	26.00	24.00	24.00	no bid		no bid	
			Falmouth	26.00	28.00	24.00	no bid		no bid	
			Orleans	27.00	26.00	26.00	no bid		no bid	
			Pown	33.00	37.00	30.00	no bid		no bid	

AGREEMENT BETWEEN

Barnstable County  
3225 Main Street  
Barnstable, MA 02630

and

P.A. Landers  
351 Winter Street  
Hanover, MA 02339

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between P.A. Landers (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for the Supply of Roadway Materials to Towns in Barnstable County on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

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

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 8, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31<sup>st</sup> of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of

this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent

permitted by law.

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of in the year two thousand and fourteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

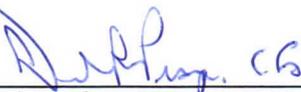
\_\_\_\_\_  
Ron Beaty

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
April 3, 2017  
Date

**FOR THE CONTRACTOR:** P.A. Landers, Inc.

  
\_\_\_\_\_  
(David R. Prosper, C. F. O.)

\_\_\_\_\_  
April 3, 2017  
Date





## **ATTACHMENT A TO CONTRACT**

### **SPECIAL PROVISIONS**

#### **GENERAL**

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

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

**NO FUEL PRICE ADJUSTMENT WILL BE ALLOWED FOR ANY OF THE CONTRACT BID ITEMS CONTAINED HEREIN.** As noted on the Bid Form, a liquid asphalt price adjustment will be allowed for Bid Item 50, Hot Mix Asphalt ONLY. No other bid items will be allowed price adjustments.

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

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

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

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

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

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

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

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

MSDS labels and data are required where applicable.

### **ESTIMATED QUANTITIES BY TOWN**

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

### **UNIT PRICE WORK**

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

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

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

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

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

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

### **TAXES**

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

### **WEIGHING**

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

### **MISCELLANEOUS**

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

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

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

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

### **INTEREST**

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

### **HOT MIX ASPHALT PAVEMENT - LOADED ON TOWN TRUCKS (Item No. 50)**

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

### **SOIL BORROW MATERIALS (Item No. 51)**

Soil borrow materials shall conform to the following Standard Specification subsections:

Sand Borrow - for Winter Maintenance - M 1.04.0 Type a (Washed)  
Loam Borrow - M 1.05.0

Sand shall be washed and screened through a one quarter inch (1/4") screen. The sand must be coarse and free from clay, silty loam and other undesirable materials. Deliveries of sand shall be made during the vendor's normal business hours, Monday through Friday. A Town may require, at its discretion, that emergency deliveries must be made during other periods to include Saturdays, Sundays, Holidays and non-business hours Monday through Friday at no extra cost to the Town. The vendor shall complete normal and emergency deliveries within a 12 hour period after receiving a request for delivery (maximum delivery 1,000 tons per 12 hours).

Loam borrow shall be screened to removed all stones and other material larger than 1 inch.

### **AGGREGATE MATERIALS (Item Nos. 53 thru 55 & 58)**

Aggregate materials shall conform to the following Standard Specification subsections:

Crushed Stone - M 2.01.1 through 2.01.6 (double washed)  
Dense Graded Crushed Stone - M 2.01.7 (3/4")

A requirement for all grades of crushed stone (except dense graded) shall be that not more than 0.3% of unsatisfactory material shall pass a No.4 sieve.

### **RECYCLED ASPHALT (Item No. 57)**

The recycled asphalt material shall meet the following gradation requirements:

Sieve Designation	Percentage By Weight Passing Through
3"	100
1-1/2"	70 - 100
3/4"	50 - 85
#4	30 - 60
#50	8 - 24
#200	0 - 10

The stone and sand material shall consist of inert material that is hard, angular, and durable, and free from cement concrete, brick, reinforcing steel, glass, wood, building rubble, loam and clay and other deleterious materials. Native round stone and materials that break up when alternately frozen and thawed or wetted and dried shall not be used. The material shall be "T-base" as manufactured by Aggregate Industries, Inc. or approved equivalent.

Each stockpile shall be tested (at no additional cost to the Town) for sieve analysis and California Bearing Ratio (CBR) by an independent, qualified Massachusetts laboratory. The certified results shall be equal to or

greater than that of gravel borrow (M1.03.0 type b), and the certifications shall be supplied to each Town. The processed material shall be stockpiled in such a manner as to minimize segregation of particle sizes. All recycled pavement material shall come from approved stockpiles.

The material shall be subject to review and approval by a Town prior to delivery.

Bid Bond

Bond No. Bid Bond

CONTRACTOR: (Name, legal status and address)

P.A. Landers, Inc.
351 Winter Street
Hanover, MA 02339

SURETY: Western Surety Company : SD Corporation
(Name, legal status and principal place of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER: (Name, legal status and address)

County of Barnstable
3195 Main Street, P O Box 427
Barnstable, MA 02630

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT: (Name, location or address, and Project number, if any)

Roadway Materials - 2017

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of February, 2017.

[Signature]
(Witness)

[Signature] Dyan Moraski
(Witness)



P.A. Landers, Inc.
(Principal) [Signature] (Seal)

(Title) DAVID R. PROSPER, C.F.O.

Western Surety Company
(Surety) [Signature] (Seal)

(Title) Kathleen M Flanagan, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kathleen M Flanagan , Individually**

of Boston, MA its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No: Bid Bond  
Principal: P.A. Landers, Inc.  
Obligee: County of Barnstable

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of December, 2015.



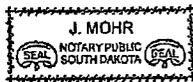
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of February, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**PLEASE USE THIS AS THE COVER SHEET FOR YOUR BID**

**CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

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

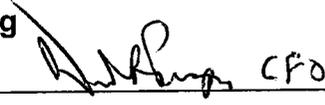
I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other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

**Company:** P.A. Landers, Inc.

**Address:** 351 Winter Street

Hanover, MA 02339

**Signature of Individual Signing**

**Bid, or Corporate Officer:**  CFO

(David R. Prosper) 351 Winter Street, Hanover, MA 02339 - Incorporated in Massachusetts

**Telephone Number:** 781-826-8818

**Social Security Number**

**Or Federal Identification Number:** 04-2660795

**Date:** February 8, 2017

Any person or corporation which fails to execute this document  
will be considered a non-responsive bidder  
and will be rejected pursuant to MGL Chapter 30, 39M.

**BID FORM**

**BID IDENTIFICATION:           ROAD CONSTRUCTION MATERIALS  
(UNIT PRICE WORK)**

**THIS BID IS SUBMITTED TO:**

**(Name and Address  
of Owner)                   Office of the County Commissioners  
                                  Superior Court House  
                                  P.O. Box 427  
                                  Barnstable, Massachusetts 02630**

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of **April 1, 2017 to March 31, 2018, with an option to renew for one additional year** and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

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

Date	<u>January 26, 2017</u>	Number	<u>1</u>
Date	<u>February 8, 2017</u>	Number	<u>2</u>
Date	<u>                                  </u>	Number	<u>                                  </u>

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

- 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
  - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.

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

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

6. Communications concerning this Bid shall be addressed to:

Company Name: P.A. Landers, Inc.  
Address: 351 Winter Street  
Hanover, MA 02339  
Telephone No.: 781-826-8818  
Fax No.: 781-826-7587  
E-mail Address: dprosper@palanders.com  
Bidder's Contact Person: David R. Prosper

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

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

SUBMITTED on January 8, 2017.

**An Individual**

By \_\_\_\_\_ (SEAL)  
(Individual's Name and Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

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

**A Partnership**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner Name and Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**A Corporation**

By \_\_\_\_\_ P.A. Landers, Inc.  
(Corporation Name)

\_\_\_\_\_  
Commonwealth of Massachusetts  
(State of Incorporation)

By \_\_\_\_\_ *David R. Prosper* *DR Prosper* *CR*  
(Name of person authorized to sign and Signature) (David R. Prosper)  
351 Winter Street, Hanover, MA 02339 - Incorporated in Massachusetts

(Corporate Seal)

Attest \_\_\_\_\_ *DR Prosper* *ASST. SECRETARY*  
(Assistant Secretary) (Secretary) (David R. Prosper)  
351 Winter Street, Hanover, MA 02339 - Incorporated in Massachusetts

Business address: \_\_\_\_\_ 351 Winter Street, Hanover, MA 02339

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ 781-826-8818

**A Joint Venture**

By \_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

**BID FORM  
MATERIALS  
(UNIT PRICE WORK)**

State the unit bid price (written in words and in numerals) for each Town listed. See page SP-2 for estimated quantities. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

A price adjustment for cost fluctuations will be allowed as specified by the Massachusetts Department of Transportation (MDOT) and the following. **Liquid asphalt** (greater than 100 tons and variance from base price of 5% or more) adjustment will be allowed for **Bid Item Number: 50**. No other Bid Items will be allowed this adjustment. MDOT procedures and liquid asphalt prices shall be used to determine the adjustment, except as noted herein. The price adjustment shall be based on the difference between the "base price" and the "order price". The "base price" shall be the most recent published MDOT liquid asphalt price available on the day that the bids are due. The "order price" shall be the most recent published MDOT liquid asphalt price available on the day that a Town places an order for the item.

**ITEM NO.50 HOT MIX ASPHALT PAVE LOADED ON TOWN TRUCKS PER TON \*\***

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	_____	\$ _____
Chatham	_____	\$ _____
Dennis	_____	\$ _____
Eastham	_____	\$ _____
Harwich	_____	\$ _____
Orleans	_____	\$ _____
Provincetown	_____	\$ _____
Sandwich	_____	\$ _____
Yarmouth	_____	\$ _____

\*\*A cost by each Town to account for Town costs to pick up this material shall be added to the above unit costs to obtain a total cost for each Town. Mileage between the plant and the Highway Division in each Town is:

_____ miles to Bourne	_____ miles to Harwich
_____ miles to Orleans	
_____ miles to Chatham	_____ miles to Sandwich
_____ miles to Dennis	_____ miles to Provincetown
_____ miles to Eastham	_____ miles to Yarmouth

<b><u>ITEM NO.51</u></b>	<b><u>SAND BORROW</u></b>	<b><u>PER TON</u></b>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	Twelve Dollars and Twenty Five Cents	\$ 12.25
Chatham	Fifteen Dollars and Seventy Five Cents	\$ 15.75
Dennis	Fifteen Dollars and Seventy Five Cents	\$15.75
Orleans	Twelve Dollars and Twenty Five Cents	\$ 12.25

<b><u>ITEM NO.53</u></b>	<b><u>1 1/2" CRUSHED STONE (Double Washed)PER TON</u></b>	
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	Nineteen Dollars and Twenty Five Cents	\$ 19.25
Chatham	Nineteen Dollars and Twenty Five Cents	\$ 19.25
Dennis	Twenty Two Dollars and Seventy Five Cents	\$ 22.75
Eastham	Twenty Four Dollars and Seventy Five Cents	\$ 24.75
Orleans	Twenty Two Dollars and Seventy Five Cents	\$ 22.75
Provincetown	Twenty Eight Dollars and No Cents	\$ 28.00
Sandwich	Nineteen Dollars and No Cents	\$ 19.00
Yarmouth	Twenty One Dollars and No Cents	\$ 21.00

<b><u>ITEM NO.54</u></b>	<b><u>1 3/8" CRUSHED STONE (Double Washed Peastone) PER TON</u></b>	
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	Twenty One Dollars and Twenty Five Cents	\$ 21.25
Chatham	Twenty One Dollars and Twenty Five Cents	\$ 21.25
Dennis	Twenty Four Dollars and No Cents	\$ 24.00
Orleans	Twenty Four Dollars and No Cents	\$ 24.00
Provincetown	Thirty One Dollars and No Cents	\$ 31.00
Yarmouth	Twenty Six Dollars and No Cents	\$ 26.00

<b><u>ITEM NO.55</u></b>	<b><u>DENSE GRADED CRUSHED STONE (3/4")</u></b>	<b><u>PER TON</u></b>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	Seventeen Dollars and No Cents	\$ 17.00
Chatham	Seventeen Dollars and No Cents	\$ 17.00
Dennis	Twenty Dollars and No Cents	\$ 20.00
Orleans	Twenty One Dollars and No Cents	\$ 21.00
Provincetown	Twenty Five Dollars and No Cents	\$ 25.00
Sandwich	Seventeen Dollars and Twenty Five Cents	\$ 17.25
Yarmouth	Nineteen Dollars and No Cents	\$ 19.00

**ITEM .57****RECYCLED ASPHALT****PER TON**

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	<u>Eleven Dollars and Twenty Five Cents</u>	<u>\$ 11.25</u>
Chatham	<u>Thirteen Dollars and No Cents</u>	<u>\$ 13.00</u>
Dennis	<u>Thirteen Dollars and Seventy Five Cents</u>	<u>\$ 13.75</u>
Eastham	<u>Fifteen Dollars and Ninety Five Cents</u>	<u>\$ 15.95</u>
Harwich	<u>Thirteen Dollars and Seventy Five Cents</u>	<u>\$ 13.75</u>
Sandwich	<u>Thirteen Dollars and No Cents</u>	<u>\$ 13.00</u>

**ITEM NO. 58****¾" CRUSHED STONE (DOUBLE WASHED)****PER TON**

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	<u>Twenty Four Dollars and No Cents</u>	<u>\$ 24.00</u>
Dennis	<u>Twenty Four Dollars and No Cents</u>	<u>\$ 24.00</u>
Falmouth	<u>Twenty Four Dollars and No Cents</u>	<u>\$ 24.00</u>
Orleans	<u>Twenty Six Dollars and No Cents</u>	<u>\$ 26.00</u>
Provincetown	<u>Thirty Dollars and No Cents</u>	<u>\$ 30.00</u>



**Manufacturers,  
Suppliers &  
Installers of:**

Asphalt

Asphalt Paving

Redi-Mix Concrete

Aggregates

Sand

Gravel

Loam

Equipment Rental

Site Development

Road Construction

# P. A. Landers, Inc.

Incorporated 1978

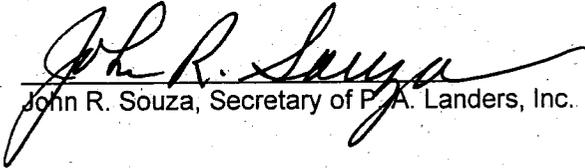
## CORPORATE RESOLUTION

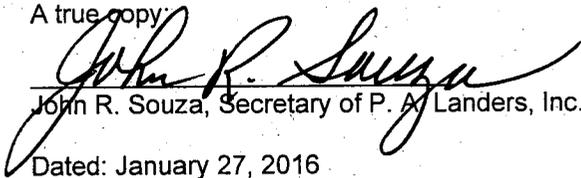
I, John R. Souza, hereby certify that:

I am the duly qualified and acting Secretary of P. A. Landers, Inc., and I further certify that at a meeting of the Directors of said Entity, duly called and held on December 26, 2012, at which all or a majority of Directors were present and voting:

It was voted that the President and Chief Financial Officer David Prosper shall be and hereby is authorized, directed and empowered for, in the name of, and on behalf of **P. A. Landers, Inc.**, to execute, sign, seal with the seal of **P. A. Landers, Inc.**, acknowledge and deliver such forms for general bids, requests for proposals, agreements, contracts, bids, bonds and any other instruments and/or obligations of **P. A. Landers, Inc.**, relating to any and all public building projects and/or public works projects with the United States Government, including any agency or subdivision thereof, and with the Commonwealth of Massachusetts and any subdivision thereof, including but not limited to counties, cities, towns, districts, political subdivisions of the Commonwealth of Massachusetts and any other public agencies and/or instrumentalities of said Commonwealth of Massachusetts.

I further certify that the above authority is still in effect and has not changed or modified in any respect.

  
John R. Souza, Secretary of P. A. Landers, Inc.

A true copy:  
  
John R. Souza, Secretary of P. A. Landers, Inc.  
Dated: January 27, 2016

### CORPORATE OFFICES

351 Winter Street  
Hanover, MA 02339  
(781) 826-8818  
Fax (781) 829-8934  
Aggregate/Concrete/  
Construction &  
Equipment Divisions

226 Cherry Street  
Plymouth, MA 02360  
(508) 747-1800  
Fax (508) 747-6017  
Asphalt/Concrete &  
Aggregate Divisions

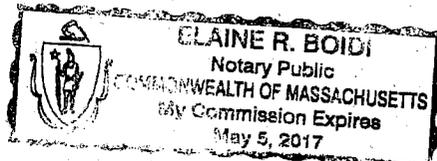
Route 130 Forestdale  
Sandwich, MA 02563  
(508) 477-8818  
Fax (508) 477-8251  
Aggregate Division

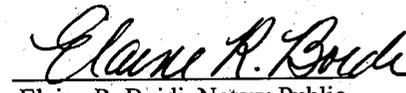
www.palanders.com

### COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

On this 27<sup>th</sup> of January, 2016, before me, the undersigned notary public, personally appeared John R. Souza, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



  
Elaine R. Boidi, Notary Public  
Commission Exp. 5-5-17



# Barnstable County Fire & Rescue Training Academy

P.O.Box 746  
Barnstable, Ma. 02630  
(508) 771-5391  
Fax: (508) 790-3082  
[www.bcfrrta.org](http://www.bcfrrta.org)  
E-Mail [info@bcfrta.org](mailto:info@bcfrta.org)

Director: George Russell

Deputy Director: Paul Tucker

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April 4, 2017  
To: Beth Hill  
From: Paul Tucker  
RE: Payment Request

Beth,  
This request for Earmark funds is for BullEx propane portable gas training props.

These props were part of the original paperwork submitted to MFA and have been approved by the BCFCA.

If any additional information is necessary, please contact me at:  
[paul.tucker@barnstablecounty.org](mailto:paul.tucker@barnstablecounty.org)  
508-364-6068

Respectfully yours,

Paul Tucker  
Deputy Director  
BCFRTA



# BullEx®

20 Corporate Circle Albany, NY 12203  
Ph. 518-689-2023 Fx. 518-689-2034

Please Remit Payment to:  
Bullex, Inc  
L-3509  
Columbus, OH 43260

Invoice Number: 84034  
Date: 12/28/2016  
Sales Person: Samantha Curry  
Purchase Order Num: verbal confirmation  
Payment Terms: Due on Receipt

Bill To:	Ship To:	Contact:
Barnstable County Fire & Rescue Training Academy - MA PO Box 746 Barnstable MA 02630-0746 US	Barnstable County Fire & Rescue Training Academy - MA PO Box 746 Barnstable MA 02630-0746 US	Paul Tucker

Quantity	Part Number	Product	Unit Price	Ext. Price
1	HTS001	<p>Hoseline Training System</p> <ul style="list-style-type: none"> <li>• Portable liquid propane fueled, industrial grade fire fighter training unit</li> <li>• Stainless steel 4' x 6' fire tray and pilot module</li> <li>• Four (4) distinct burn zones that can be operated individually or in any combination for realistic fire simulation</li> <li>• Continuous burn forced air pilot system</li> <li>• Wired remote to independently start and stop multiple burn zones, including a deadman switch</li> <li>• Includes propane supply hoses and fittings</li> <li>• Includes two auxiliary outputs (for adding optional smoke effects and digital sound effects features)</li> <li>• Engineered for use with hand lines, CO2, water extinguishers as well as with powder or foam with the optional filter</li> <li>• Removable pilot control box can be used with additional optional BullEx fire trays or BullEx fire props for future expansion of your fire training system. Additional props that work together with the pilot box include (but are not limited to) Helicopter Prop, Dumpster Prop, Propane Tank Prop, Oil Drum Prop, Fuel Spill Prop, etc</li> </ul>	\$18,995.00	\$18,995.00

Quantity	Part Number	Product	Unit Price	Est. Price
1	LPWCO001	Wireless Remote Control Option Rugged, industrial grade hand-held wireless remote control. Controls fire simulation systems including four fire zones and add-on fires, and optional features such as smoke effects, and sound effects. Stop button for rapid shutdown. Option will allow operation of one prop at a time.	\$4,195.00	\$4,195.00
1	PVPP001	Pressure Vessel Prop Package The BullEx Pressure Vessel Prop is a heavy-duty 11 gauge and 12 gauge steel training tool with intense flames, real heat and smart controls. Working in conjunction with the Hoseline Training System, the Pressure Vessel Prop can be used to create multiple scenarios that challenge firefighters to use the correct strategies when responding to these hazardous situations. The built-in burner system below the tank can be used to train firefighters to reduce the chance of a boiling liquid expanding vapor explosion (BLEVE). With a functioning vapor service valve, firefighters can practice approaching the tank while shielded by hose lines to secure the fuel and extinguish the fire. The BullEx Pressure Vessel prop requires purchase of item #1 above and includes the following: <ul style="list-style-type: none"> <li>10-year construction warranty</li> <li>250-gallon standard size</li> <li>Working Central integrated blow-off/hand valve fire simulator</li> <li>Integrated fire tray below tank with three fire zones and varying intensity levels</li> <li>Working hinged dome with lock cutting prop</li> <li>"Cracked tank" hazard spill feature</li> <li>Magnetic hazard labels/UN numbers package – includes 23 hazard placards, UN number kit, and case</li> <li>Positioning tray for removable pilot control box</li> <li>Industrial gauge integrated steel casters for moving prop</li> <li>11 gauge and 12 gauge all steel construction with protective heat resistant paint</li> <li>Dimensions: 7'3"l x 3'9"h x 23"w</li> </ul>	\$12,500.00	\$12,500.00

Quantity	Part Number	Product	Unit Price	Ext. Price
1		<p>Christmas Tree The Christmas Tree Fire Training Prop simulates a broken propane pipe assembly, and creates the conditions encountered during the control and suppression of an industrial gas pipe emergency. Using multiple burn-zones and working in conjunction with the Hoseline Fire Training System's Pilot Control Box, flames can initially engulf the base of the tree; if the trainees successfully locate the supply valve, the fire will diminish. If the instructor decides this is taking too long or the valve is not located, a large flare-up can be initiated.</p> <p>Six different shut-off valves to train students on varying styles Steel construction Dimensions: approx. 72" high x 40" wide</p>	\$4,995.00	\$4,995.00
1		<p>Propane Cylinder Fire Training Prop The Propane Cylinder Fire Training Prop simulates a large-scale propane cylinder fire. Utilizing two (2) mock propane tanks and working in conjunction with the multiple burn-zones on the Hoseline training system, this prop can create propane fire scenarios from leaks under the tanks to fully involved fires with extension to functional valves on top of the tanks. The prop creates a realistic Hazardous Material training scenario. All steel construction. Includes 10-year construction warranty.</p>	\$2,995.00	\$2,995.00

<b>Grand Total</b>		Subtotal:	\$43,680.00
Currency:	U.S. Dollar	Tax:	\$0.00
Tax Rate:	0.00%	Shipping & Handling:	\$1,658.00
Shipping Provider:	BullEx Drop Off	Total:	<b>\$45,338.00</b>

Please inspect product to ensure it is complete and is in working order. You must notify us of any order discrepancies or shipping damage within 30 days of receipt.

**Warranty Terms:** The warranty covers all part defects in material or workmanship for a period of one year from date of purchase unless otherwise specified. The customer will be responsible for return shipping to nearest BullEx facility or replacing parts supplied by BullEx. The warranty does not cover damage caused by accident, neglect, or misuse by the client or its agents, servants or employees. Standard warranty excludes batteries and battery packs which have a 90 day warranty.

**Payment Terms:** A penalty of 1.5% per month will be charged on any invoices not paid within 30 days. Customers are responsible for all duties, taxes, and customs charges. All payments must be in US Dollars. BullEx Inc. is not responsible for any currency exchange differences. All orders will be invoiced and/or charged on the day in which the order is shipped. Terms on BullEx, Inc. quotes supersede any terms and conditions on a customer purchase order. Customer agrees to fully comply with U.S. Export Administration Regulations and all other U.S. laws and regulations concerning exports and re-exports to foreign countries.

## COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



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

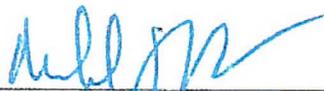
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
George Russell	Director BCFTA
Michael Whar	Sec/Treas BC FCA
Walter Stealy	President BC FCA

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

  
\_\_\_\_\_  
Signature

Date: 17 NOV 11

Title: Sec/Treas

Telephone: 508 740 2375

Fax: 508 740 2385

Email: mwhar@commonwealth.com

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

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Michael J. Winn

Title: BCFA, Sec. / Treasurer

X Michael J. Winn  
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

Dec. 1, 20 16 [Signature]

My commission expires on:



KATHLEEN C. THUT  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 13, 2020

AFFIX NOTARY SEAL

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

\_\_\_\_\_, 20\_\_\_\_.

AFFIX CORPORATE SEAL

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BullEx Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation; P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>20 Corporate Circle</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Albany, NY 12203</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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or																					
Employer identification number																					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>										

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1/7/10</b>
------------------	----------------------------	----------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



January 4, 2017

BullEx is the sole source manufacturer and distributor of the Hose Line Training System. BullEx uses patented technology and control systems to create interactive and realistic fire and emergency response simulations. The BullEx Hose Line Training System and its Props cannot be purchased through any other authorized vendor.

The Hose Line Training System uses an innovative pilot control module that can control four separate burn zones, along with two auxiliary outputs for optional smoke and sound effect simulations. This pilot control module is portable and can be used to control a variety of BullEx props, making it a cost effective solution as new training items are added. Add-on props include the BullEx Aircraft Fire Training System, BullEx Dumpster Fire Training Prop, BullEx Split Pipe Flange Fire Training Prop, BullEx Trash Can Fire Training Prop, BullEx Vehicle Fire Training Prop, BullEx Stove Fire Training Prop, BullEx Pressure Vessel Fire Training Prop, BullEx Electric Motor Fire Training Prop, BullEx Christmas Tree Fire Training Prop, BullEx Paint Locker Fire Training Prop, BullEx Propane Cylinder Fire Training Prop and the Barbecue Grill Fire Training Prop.

BullEx is a U.S. owned business. Its products and technologies have been internationally recognized and the company is proud to have delivered over 5,000 units to customers in more than 40 countries.

Sincerely,

Chris Lauzier  
General Manager



January 4, 2017

BullEx is the sole source manufacturer and provider of the Advanced Fire Training System and Christmas Tree Fire Training Prop. BullEx uses patented technology and control systems to create interactive and realistic fire and emergency response simulations. The BullEx Advanced Fire Training System and Christmas Tree Fire Training Prop cannot be purchased through any other vendor.

The Advanced Fire Training System uses an innovative pilot control module. This pilot control module is portable and can be used to control a variety of BullEx props, making it a cost effective solution as new training items are added.

BullEx is a U.S. owned business. Its products and technologies have been internationally recognized and the company is proud to have delivered over 4,000 units to customers in more than 40 countries.

Sincerely,

Chris Lauzier  
General Manager



January 4, 2017

BullEx is the sole source manufacturer and distributor of the Hose Line Training System. BullEx uses patented technology and control systems to create interactive and realistic fire and emergency response simulations. The BullEx Hose Line Training System and its Props cannot be purchased through any other authorized vendor.

The Hose Line Training System uses an innovative pilot control module that can control four separate burn zones, along with two auxiliary outputs for optional smoke and sound effect simulations. This pilot control module is portable and can be used to control a variety of BullEx props, making it a cost effective solution as new training items are added. Add-on props include the BullEx Aircraft Fire Training System, BullEx Dumpster Fire Training Prop, BullEx Split Pipe Flange Fire Training Prop, BullEx Trash Can Fire Training Prop, BullEx Vehicle Fire Training Prop, BullEx Stove Fire Training Prop, BullEx Pressure Vessel Fire Training Prop, BullEx Electric Motor Fire Training Prop, BullEx Christmas Tree Fire Training Prop, BullEx Paint Locker Fire Training Prop, BullEx Propane Cylinder Fire Training Prop and the Barbecue Grill Fire Training Prop.

BullEx is a U.S. owned business. Its products and technologies have been internationally recognized and the company is proud to have delivered over 5,000 units to customers in more than 40 countries.

Sincerely,

Chris Lauzier  
General Manager



August 2, 2016

BullEx is the sole source manufacturer and distributor of the Hose Line Training System. BullEx uses patented technology and control systems to create interactive and realistic fire and emergency response simulations. The BullEx Hose Line Training System and its Props cannot be purchased through any other authorized vendor.

The Hose Line Training System uses an innovative pilot control module that can control four separate burn zones, along with two auxiliary outputs for optional smoke and sound effect simulations. This pilot control module is portable and can be used to control a variety of BullEx props, making it a cost effective solution as new training items are added. Add-on props include the BullEx Aircraft Fire Training System, BullEx Dumpster Fire Training Prop, BullEx Split Pipe Flange Fire Training Prop, BullEx Trash Can Fire Training Prop, BullEx Vehicle Fire Training Prop, BullEx Stove Fire Training Prop, BullEx Pressure Vessel Fire Training Prop, BullEx Electric Motor Fire Training Prop, BullEx Christmas Tree Fire Training Prop, BullEx Paint Locker Fire Training Prop, BullEx Propane Cylinder Fire Training Prop and the Barbecue Grill Fire Training Prop.

BullEx is a U.S. owned business. Its products and technologies have been internationally recognized and the company is proud to have delivered over 5,000 units to customers in more than 40 countries.

Sincerely,

Chris Lauzier  
General Manager

# COUNTY OF BARNSTABLE

## PURCHASING

### DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

April 5, 2017

#### MEMORANDUM

**TO:** County Commissioners

**FROM:** Elaine Davis, Chief Procurement Officer

**RE:** Bid Renewal

---

The County issued an Invitation for Bids for Index Verification, Online correction, Microfilm, Book Printing and Binding for the Barnstable County Registry of Deeds for one year with two one year options to renew. One bid was received by ACS Enterprises, Xerox State and Local Solutions.

Please vote to renew the contract with ACS Enterprises for one additional year as per the bid specifications. The term of the renewal will be July 1, 2017 through June 30, 2018.

Thank you.

County Commissioners:

---

Ronald R. Beaty, Jr.

---

Mary Pat Flynn

---

Leo Cakounes

---

Date



May 19, 2016

Ms. Elaine Davis, Chief Procurement Officer  
Barnstable County Purchasing Department  
3195 Main Street  
Barnstable, MA 02630

Louis Schiavone Jr.  
Vice President

ACS Enterprise Solutions, LLC

7000 Fly Road  
East Syracuse, NY 13057

louis.schiavonejr@xerox.com  
Tel: 703-891-8851

RE: Invitation for Bids for Index Verification, Online Correction, Microfilm, Book Printing & Binding for the Barnstable County Registry of Deeds.

Dear Ms. Davis:

We thank you for the opportunity to submit our bid for Index Verification, Online Correction, Microfilm, Book Printing and Binding services for the Barnstable County Registry of Deeds. We have reviewed the Invitation for Bid and all addendums and we comply with all bid specifications and requirements. Our proposal is valid for sixty (60) days after the scheduled closing time for receipt of bids.

Since Barnstable is an existing indexing and verification customer of ours, with a VPN already set up, Xerox is able to continue to perform the services described in this IFB immediately upon notification of award with no break in service. Barnstable County will continue to receive the quality service you have come to expect from our team.

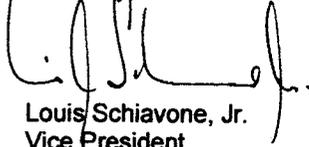
ACS Enterprise Solutions, Inc. (Xerox) has been recognized as the nationwide leader in providing computerized indexing, microfilm/imaging and index verification systems for land records nationwide. Our reputation dates back to before the turn of the century when our predecessor corporations first developed many of the founding approaches to governmental document indexing and recording.

Today, Xerox leads the industry with technologies that streamline document recording procedures through a combination of refined indexing software, optical imaging techniques, microfilming and recreation, re-indexing and index verification services. The work for this project will be accomplished by our Government Records Management unit located in East Syracuse, New York.

We have enclosed for your review our index verification service specification, which further describes the services that we are proposing to continue to carry out for the County.

We thank you for the opportunity to bid and we hope to continue to be of service to you in the foreseeable future regarding this work.

Sincerely,



Louis Schiavone, Jr.  
Vice President

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# 1.0 Xerox Project Overview

## 1.1 Index Verification Service Specification Overview

The index verification service that ACS Enterprise Solutions, LLC (Xerox) has been providing to Barnstable County is designed to assure that the information contained on original land records documents exactly matches the information entered for inclusion in the index. The result of the Xerox index verification process is a more accurate and economically produced index that serves the needs of the users exceptionally well.

Xerox audits the accuracy of the information that has been key entered by the customer's in-office personnel. When this information is initially keyed, the operator is responsible not only for keying the information precisely and verifying its accuracy but also for making correct, informed indexing decisions to begin with.

The quality of these indexing decisions depends on the experience, alertness, and training of the customer's in-office personnel. Even when knowledgeable, experienced operators are performing this work, however, a professional audit is necessary to ensure accuracy and production of an accurate final index. The Xerox index verification staff provides this auditing service.

Xerox's experienced staff use existing accuracy and quality control procedures to compare the film of each original document against the index entries made for each document. Drawing on specialized training in indexing and accuracy assurance, these experts provide a thorough, line-by-line, document-by-document comparison that verifies correct index entries. This process also detects omissions, incomplete entries, poor indexing decisions, key entry mistakes, departures from established convention, and other potential problems. Eliminating such problems assures the customer of accurate, high-quality information for entry into the database and for compiling both temporary and final indexes.

The Xerox index verification service is developed specifically to meet the indexing and verification needs of local government and provides the level of accuracy needed for the recording of land records documents.

### Key Advantages

The Xerox index verification services consequently provide several important advantages:

1. **Proven Performance.** We have been performing this work for the County of Barnstable Registry of Deeds for several years and our performance and quality has been proven. We are looking forward to continuing to provide these services to the County for the foreseeable future.
2. **Improved Accuracy.** With index-verified information, the index more precisely matches the information from the original documents, maximizing index accuracy

and minimizing "lost" or miss-indexed entries. Mistakes, omissions and other problems are detected before the index is compiled and produced.

3. **Enhanced Customer Service.** Accurate index-verified information minimizes errors and assures index users of a reliable, comprehensive search-and-location tool. Customer satisfaction stems directly from the quality of the printed index and Xerox index verification enhances the level of quality the customer is able to provide.
4. **Reduced Operational Costs.** By utilizing Xerox's experienced, index-verification personnel to provide this important accuracy audit the county will effectively reduce costs. With Xerox, the customer eliminates the need to allocate staff, time, equipment and other resources to perform a highly specialized task.

We have perfected our index verification service based on verification and other indexing support we have provided for city, county, town and other local governmental units across the US since 1959.

The Xerox personnel who perform the verification processes are trained in the complexities of different land records instruments and related documents. They are also skilled in applying accuracy-auditing techniques and quality control strategies that are unique to our industry. Finally, they are fully familiar with the nature of record instruments and related documents as they relate specifically to the Registry of Deeds in Barnstable County.

## Documenting the Customer's Conventions

Before actual index verification begins, Xerox conducts a comprehensive assessment of the customer's indexing conventions. This assessment yields information that helps optimize the precision of the overall verification service.

The assessment process includes: (1) documenting established methods of indexing specific instruments, (2) clarifying important terminology, and (3) determining the standards used for entering names, dates and other basic information that must be included in the index. (See below for sample pages from the Indexing Specifications form that Xerox uses to document such conventions. )

Full consideration is given to all indexing situations, including cross-indexed documents, human names vs. corporation names, government departments and agencies, alternate and alias names, abbreviations, titles and the desired handling of names that include hyphens, numbers, spaces and suffixes.

The assessment of indexing methods offers both the customer and Xerox a baseline to work from, clarifying common indexing methods and minimizing the potential for error and confusion. In practice, the assessment process also provides the customer with an opportunity to review, reevaluate, and change existing conventions if changes seem appropriate. These indexing conventions are tailored to meet the requirements of the customer's individual office practices.

The customer's documented indexing conventions that were previously recorded on a Xerox Indexing Specifications document, are kept on file for general reference and training purposes and for updating if an indexing method changes for that customer.

## Page from Indexing Specification (Sample 1)

This initial page from an Indexing Specification begins the process of documenting how the customer wants specific information to be indexed. Here, the basic series and fields to be indexed are indicated, together with the customer-specified authority for indexing names that appear on recorded documents.

<b>Xerox</b>	
<b>INDEXING SPECIFICATIONS</b>	
Customer Name: _____	
Date: <u>5/7/2013</u>	
1) Series to be indexed:	
<u>  X  </u>	1. Grantor
_____	2. Grantee
2) Fields to be entered & verified:	
Series	
Surname	
Given Name	
Book & Page	
Date	
Type	
Description	
_____	
3) Authority for indexed names:	
<u>  X  </u>	Signature (index the name as it appears typed at the signature line)
_____	Face (index the name as it appears at the start of the document)
_____	Other (explain) _____
_____	
_____	

Later sections of this comprehensive specification will deal with all aspects of human and corporation names, cross-indexing instructions, abbreviations, and special indexing methods and conventions unique to the customer.



## 1.2 Ongoing Quality Assurance

Our Index Verifiers are fully trained and they have mastered the indexing and verification techniques required to service the Registry of Deeds of Barnstable County.

The Index Verifiers are already fully proficient to work on verification of "live" lines. Even then, all work is carefully reviewed by more experienced Xerox staff. Our Index Verifiers have demonstrated competence, confidence and independent judgment. While Index Verifiers typically have several customers for whom they are the experts, cross training among Xerox's index verification staff is emphasized as a means of assuring uninterrupted service and responsiveness to special assignments or increased workload from specific customers. Supervisory personnel conduct ongoing audits of the work of all index verification staff to assure customers of a quality-oriented process that is thorough, consistent and precise.

## 1.3 Archive Film

The proven long-term archival stability of microfilm has won its near-universal adoption as a legally mandated backup image archival medium of choice in almost every U. S. state.

Xerox image to film conversion services allow customers to enjoy the tremendous accessibility and productivity gains that come from electronic document scanning, while also maintaining a complete, legally compliant microfilm-based backup system.

Xerox will continue to convert your digital images to archival processed 16mm microfilm in spooled lengths of approximately 100 feet as per the requirements of Barnstable County.

Pages will be microfilmed using the following process:

5. Xerox microfilming staff will microfilm all pages required on a 16mm Planetary Camera in Book and Page number sequence. Any missing pages will be documented and reported to the County.
6. After filming is complete, film will be processed in our microfilm lab in East Syracuse, NY.
7. The following tests are performed to monitor for consistent microfilm processing:
  - Density Test to monitor film contrast.
  - Methylene Blue Analysis to analyze for proper archival washing of film and to ensure that the processing of film meets the standards set by the American National Standards Institute (ANSI).
  - Page by Page inspection of each roll.
  - Each film roll will be placed in an acid free box, and each box will be labeled using the book and page numbers off the beginning and ending pages from the film.

## 1.4 Compact Books

Our history of providing books dates back to 1878 when our predecessor, Hall McChesney began providing books to Local Clerks for recording land records by hand. Xerox designed the book binder quoted in our proposal and first started supplying it to our customers in 1971. Since that time we have supplied the book to hundreds of Registers of Deeds and Town and City Clerks.

Today we remain the nation's leading single-source provider of government records solutions. Our extensive government record experience throughout the United States ensures our ability to provide high-quality products and services for the Massachusetts Secretary of State.

We will print electronically transmitted images and bind the images in book format according to the specifications of the County.

# 2.0 Bid Submission Requirements

1. Qualified bidder must have at least seven (7) years' experience providing Land Record Auditing and Index Verification services in the Commonwealth of Massachusetts. Bidder must state the number of years' experience in the field. The bidder must list at least seven (7) verification projects it is presently engaged, along with the name, address and the telephone number of the contact person for each project.

Xerox has over 40 years' experience providing Land Record Auditing and Index Verification services. Xerox is presently engaged in several verification projects, some of which include:

**Bridgeport CT**  
Charles Clemons Town Clerk  
45 Lyon Terrace  
Bridgeport CT 06604  
203-576-7208  
203-287-7112

**Hamden CT**  
Vera Morrison Town Clerk  
Hamden Government Center  
2750 Dixwell Ave  
Hamden CT 06518

**Meriden CT**  
Denise Grandy Town Clerk  
Meriden Town Hall  
142 E Main St  
Meriden CT 06450  
203-630-4040

**Portsmouth RI**  
Joanne Mower Town Clerk  
Town Hall  
2200 East Main Rd  
Portsmouth RI 02871  
401-683-2101

**Vernon CT**  
Bernice Dixon Town Clerk  
Memorial Building  
14 Park Place  
Vernon CT 06066  
860-870-3617

**Wilton CT**  
Lori Kaback Town Clerk  
Town Hall  
238 Danbury Rd  
Wilton CT 06897-4008  
203-536-0106

**Cromwell, CT**  
Joan Ahlquist Town Clerk  
41 West St.  
Town Hall, 2d Floor  
Cromwell, CT 06416  
860-632-3440

**West Greenwich, RI**  
Erin Liese, Acting Town Clerk  
280 Victory Hwy  
West Greenwich  
401-397-5016

2. Bidder must maintain qualified in-house staff to perform the service. The Bidder must identify the Project Manager who will be responsible for this project and provide a history of that manager's experience in Land Record Auditing and Index Verification, Microfilming & Book-Production services. Bidder must also list the names and years of experience of personnel to be assigned to this project. The Bidder must currently possess a facility and sufficient equipment to successfully perform this contract. The number of instruments recorded annually is 100,000+/- and there may be additional verification projects of older records. The bidder must describe the location at which the verification will be performed and the equipment to be used. The County reserves the right to visit and inspect the facility to determine, in the County's sole discretion that the bidder currently possesses sufficient space, equipment and staff to successfully perform the services requested. The County will not give consent to the bidder to subcontract the work to be performed under this bid.

## Staff

Xerox will assign 6 full-time staff members and a project manager to this project. These employees are permanent employees currently employed by Xerox. All of the team members listed below have been indexers/verifiers for at least six years.

Sue Peterson, Project Manager	29 years
Elizabeth Dannan	13 years
Kathy Kiehl	18 years
Sandy Barkley	13 years
Alice Tolhurst	9 years
Christopher Hinkle	13 years
Kelly Bertrand	16 years

## Project Manager

The Project Manager assigned to this project is Sue Peterson. Peterson has over 25 years' experience verifying and correcting land records from all forms of media. She serves as Project Manager for Index Verification and Online Corrections of land records. As Operations Manager of our Indexing/Data Entry Department she directs and manages the daily operations of this multi-shift department engaged in multiple tasks, projects and/or contracts. By analyzing and improving workflow Peterson increased productivity and enhanced the overall quality and accuracy of documents. She regularly meets with customers to determine their needs and staff to review and resolve any issues in order to meet the customer's objectives.

Peterson will maintain regular contact as required by Barnstable County.

## Facility

We perform verification services at our facility at 7030 Fly Road, East Syracuse, New York, using four PC's connected by VPN to the County's AS/400 system, along with one PC utilized by the Team Leader for downloading the County's images via VPN.

Our facility's indexing/data entry department is comprised of single-person cubicles with PCs for keyers and verifiers, system printers and specification books. Film readers are available as well.

Our world-class facility includes one of the industry's largest-capacity microfilm-to-electronic image conversion laboratories. We welcome the Barnstable evaluation committee to tour our facility anytime throughout the bid process and the term of the contract.

Our Syracuse facility houses secure data storage and a complete data entry and conversion laboratory. These facilities are exclusively used for the production and conversion of official public records.

Our facility meets the specific security and safety standards as outlined below:

- ◆ Visitors must register before entering facility and the building is locked at all times.
  - ◆ Facility has 24 x 7 manned securities.
  - ◆ No general access is allowed in the production area unless registered at reception area.
  - ◆ Facility has safeguards in place in case of a disaster (natural or otherwise).
  - ◆ Facility has a backup and disaster recovery plan in place.
  - ◆ Background checks are run on each employee
3. During the course of auditing instruments and indexes, it *may* be necessary to remove microfilm from the Registry facility. In order for the County to have the necessary controls over this system, the Contractor shall make a complete accounting of the items removed and shall return them to the premises at its earliest convenience; taking all necessary precautionary measures to ensure the quality and integrity of the items removed.

Diazo duplicates are made at Xerox's Syracuse facility from microfilm the County sends. The County's microfilm is then immediately shipped back for the County to account for all rolls received and returned. Xerox uses the Diazo copy for verification purposes.

4. The qualified bidder must submit its quality control procedures for ensuring the accuracy of the work to be performed under this IFB.

Quality control is performed daily by sampling a percentage of each verifier's work to ensure accuracy. If a verifier misses a substantial amount of errors, Xerox pulls the work and re-verifies all work done by that particular verifier. All corrections made to the County's database are checked for accuracy by the Team Leader before completed work is released to the County. Quality Control Reports are maintained by the Team Leader and are available to the County upon request. All corrections to the County's database are printed and sent to the County.

5. The bidder will be required to obtain a performance bond equal to one hundred percent (100%) of the value of the bid.

Upon award, Xerox agrees to furnish a 100% performance bond.

6. Maintenance and service of any equipment supplied by the contractor necessary for the performance of any of the related functions of this IFB shall be the responsibility of the contractor.

**Xerox is responsible for maintaining all Xerox-owned equipment utilized for the County's project.**

7. Upon thirty (30) days' notice the County Commissioners reserve the right to cancel said contract if for any reason they are dissatisfied with the performance or quality of workmanship by the vendor.

**Xerox agrees to this requirement.**

8. This contract is subject to the availability of funds and statutory requirements for the services hereunder.

**Xerox agrees to this requirement.**

9. The County Commissioners reserve the right to reject any and all bids that they feel are not made in the best interest of the County.

**Xerox agrees to this requirement.**

10. The contract will become effective on July 1, 2016 and run until June 30, 2017 with the County's option to renew the contract under the same terms for two (2) additional years.

**Xerox agrees to this requirement.**

# 3.0 Xerox Overview and Qualifications

## 3.1 Company Overview

Xerox Corporation is a \$18 billion leading global enterprise for business process and document management. Through a broad portfolio of technology, business process and services and outsourcing offerings, Xerox provides the essential back-office support that clears the way for clients to focus on what they do best: their real business. Headquartered in Norwalk, Conn. , Xerox provides leading-edge document technology, services, software and supplies for production and office environments of any size. Through ACS, which Xerox acquired in February 2010, Xerox also offers extensive business process outsourcing and information technology outsourcing services, including data processing, government records management, HR benefits management, finance support, and customer relationship management services for commercial and government organizations worldwide.

### Company Facts

- World's leading document management technology and services enterprise
- Providing our state-of-the-art Solutions to various State & Local Government offices for over 40 years
- Providing services to more than 1,700 federal, state, county and local governments, making us one of the largest providers of services to government in the United States
- \$18 billion annual revenue
- 160 countries
- Established in 1906
- 140,000 Employees
- NYSE: XRX

## Xerox Government Records Management

Xerox is the nation's leading single-source provider of land records systems and computerized document indexing, imaging, workflow and recording solutions. Xerox has a long history of helping state and local governments better serve their citizens through a broad range of systems and services. Our unique combination of program innovation, operational strength, and business flexibility aids governments in achieving operational and public service objectives.

Xerox and our predecessor companies have been in the archival microfilm processing business since 1946. We have offered digital image conversion services since 1992 and we have been helping governments improve operations to better serve their citizens for more than 40 years.

We are Government experts; Xerox specializes in helping governments manage large, complex programs. We help counties, cities and towns find practical ways to manage and improve programs, so people and communities are better served.

We apply innovation to business processes to reduce costs and enhance service. We serve as an operations partner to government. We strive to help governments meet their goals. We deliver results. By working with Xerox, government agencies transform the way they serve individuals and their communities, now and in the future.

## Services Offerings

We provide all services, under one roof, using no subcontractors, including document management, records management, imaging, and workflow systems. We deliver real-time document information for efficient and reliable public access. We maintain the industry's largest-capacity microfilm-to-electronic image conversion laboratory, converting millions of documents annually for our government clients. We are the only company in America that provides not only computerized government records management systems on a variety of platforms, but also all the micrographic, digital imaging and related services that clerks, recorders and registers need – entirely in-house.

We offer every conceivable service, including:

- ◆ Electronic Recording/Filing
- ◆ Redaction
- ◆ Land Records Management & Imaging systems
- ◆ Full time support services
- ◆ High-speed film-to-image and image-to-film conversion
- ◆ Full Service Indexing & Verification
- ◆ Compact books
- ◆ Disaster recovery and Security
- ◆ Internet hosting & delivery of land records
- ◆ Microfilm and Tape Storage
- ◆ On-site system installation, training, and implementation services
- ◆ Customized conversion services
- ◆ Award-winning archival microfilm services
- ◆ Real-time online indexing services
- ◆ Book recreation services
- ◆ Archival Storage Services

For additional information about our Government Records Management Services, please visit <https://www.xerox.com/en-us/services/local-government>.

## 3.2 Company Qualifications

Xerox is recognized as an industry leader in Business Process Outsourcing (BPO) and Document Management solutions. Xerox's experience in document capture and conversion is gained from decades of direct, hands-on experience supporting government and commercial customers. Xerox is a globally recognized leader in imaging technology, having provided large volume document imaging services for customers for over 33 years.

We derive approximately one-half of our revenue from public sector clients. We provide these services to 1,700 federal, state, county and local governments in 50 states, Washington, DC, Canada, Australia and Europe.

Creating solutions that serve government entities is not a sideline for Xerox; it is among the many services that Xerox does best. Xerox understands and appreciates that the public

sector is different—that your needs and the demands of your constituents and clients must be met efficiently and with customer service foremost in our minds.

### 3.2.1 Index and Index Verification

Xerox land records indexing, a highly specialized service is one of our oldest and most widely respected services. Xerox's specially-trained personnel have provided indexing and verification projects that date back to the 1700s. We developed many of the basic indexing, verification and recording techniques used today for managing governmental documents. No provider of indexing, and related services has deeper roots in the Land Record Industry than Xerox.

Each year, our highly skilled and experienced image conversion technicians re-index nearly 1.2 million official records documents. Our data entry staff is trained in data entry techniques that include more than simply filling in predetermined fields. They are trained to extract information and interpret data in different fields rather than just filling in simple form data. We have performed over 37 million keystrokes in entering criminal-civil plaintiff, defendant, and attorney files. Over the course of this project we have consistently met the client's quality and timeliness SLAs. Xerox re-indexing and verification services assure you of a professional level of accuracy for all information that appears in the new index.

### Training of Xerox Index Verification Staff

All Xerox index verification personnel are selected for their capacity to master complex indexing concepts and for their ability to apply those concepts precisely and consistently. Accuracy, thoroughness, attention to detail, and an aptitude for land records processing are all requirements of our staff.

Index verification trainees receive classroom instruction that covers indexing standards, terms and instrument types and they gain familiarity with industry-wide indexing methods. They review established indexing methods as well as variations and exceptions to those methods. Working with actual customer indexes, they learn how to trace a chain of title and how to assure that a chain remains unbroken. They receive a solid grounding in indexing theory, technique and application.

This training is supplemented with hands-on practice in indexing and verification procedures under the guidance of experienced Xerox index verifiers, some of whom have been employed by Xerox in verification and indexing positions for more than 25 years. Highly knowledgeable Xerox personnel, then, perform training, with extensive experience in land records documents, supervision, training and accuracy assurance strategies.

### 3.2.2 Microfilm

Xerox has considerable experience microfilming records in Massachusetts and throughout the United States. Each year, Xerox creates millions of pages of microfilm images for Town, City, County and State government customers. Last year, our laboratory created over 33 million microfilm pages for various customers.

Xerox's technical staff possesses many years of experience in image and microfilm creation, indexing and abstracting information from complex land records documents, ensuring Barnstable that this project will be handled with utmost care and expertise by Xerox.

Our lab is an Eastman Park Micrographics Inc. "EPM" (previously KODAK®)-recognized microfilm lab and we are a subscriber to the EPM Quality Control Program. EPM continually monitors our microfilm processing procedures and annually designates Xerox microfilm laboratories are compliant with EPM standards.

### 3.2.3 Book Printing and Binding

Our history of providing books dates back to 1878 when our predecessor, Hall McChesney began providing books to Clerks for recording land records by hand. Xerox designed the book binder quoted in our proposal and first started supplying it to our customers in 1971. Since that time we have supplied the book to hundreds of Registers of Deeds and Town and City Clerks.

Today we remain the nation's leading single-source provider of government records solutions. Our extensive government record experience throughout the United States ensures our ability to provide high-quality products and services for Barnstable County.

# 4.0 Required Forms

## 4.1 Attachment A and B

We have included Attachment A and B on the following pages.



**ATTACHMENT A**

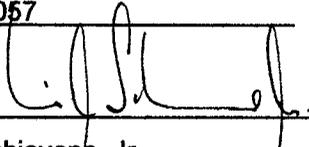
**CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

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

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

**Company:** ACS Enterprise Solutions, LLC

**Address:** 7030 Fly Road  
East Syracuse, NY 13057

**Signature of Individual Signing** 

**Bid or Corporate Officer:** Louis Schiavone, Jr.

**Telephone Number:** 703-891-8851

**Social Security Number**

**Or Federal Identification Number:** 75-2179860

**Date:** May 17, 2016

**Any person or corporation which fails to execute this document  
will be considered a non-responsive bidder  
and will be rejected pursuant to MGL Chapter 30B.**

**Attachment B  
Bid Form**

**Invitation for Bids for Index Verification and Online Correction for the  
Barnstable County Registry of Deeds**

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

This bid covers the period of July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods.

Cost per instrument for the purpose of auditing, verifying, making online corrections to the indexes, production of microfilm and the printing and binding of books for contemporaneously recorded instruments processed by the Barnstable County Registry of Deeds.

\$ 1.32 per instrument

Per instrument price for the above excluding the printing & binding of books in the event that the Register of Deeds determines that printing & binding of books is no longer necessary.

\$ 0.67 Per Instrument for auditing, verifying, and making online corrections only.

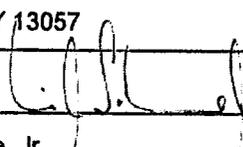
Price per Instrument for solely Microfilming Services: \$ 0.08

**This is to acknowledge my understanding of the bid specifications for the Barnstable County Bid for Index Verification, Online Correction, Microfilm, Book Printing and Binding and that I am an authorized signatory as defined in the bid specifications for the following company:**

Company Name: ACS Enterprise Solutions, LLC (Xerox)

Address: 7030 Fly Road

East Syracuse, NY 13057

Authorized Signature: 

Print Name: Louis Schiavone, Jr.

Telephone: 703-891-8851 Fax 315-437-3223

Email: louis.schiavonejr@xerox.com

# 5.0 Exceptions

None.

Xerox has not received any addenda issued by the County of Barnstable, and a search of the County's Purchasing Web site did not contain any addenda related to this IFB. We understand that there were no addenda for this procurement.

COUNTY OF BARNSTABLE  
PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

April 5, 2017

**MEMORANDUM**

**TO:** County Commissioners

**FROM:** Elaine Davis, Chief Procurement Officer

**RE:** Bid Renewal

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The County issued an Invitation for Bids for Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds for one year with two one year options to renew. One bid was received by Browntech Inc.

Please vote to renew the contract with Browntech, Inc. for one additional year as per the bid specifications. The term of the renewal will be July 1, 2017 through June 30, 2018.

Thank you.

County Commissioners:

\_\_\_\_\_  
Ronald R. Beaty, Jr.

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Date

# COUNTY OF BARNSTABLE

## PURCHASING

### DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

June 2, 2016

#### MEMORANDUM

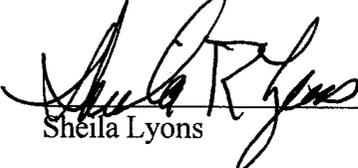
**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Bid Award

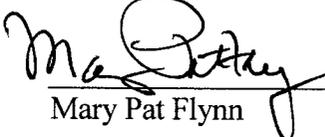
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Barnstable County issued a bid on behalf of the Registry of Deeds to provide Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery for the period of July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods. One bid was submitted by Browntech, Inc. Please award the bid to Browntech Inc. as the responsive, responsible bidder. See attached memo from David Murphy, Assistant Register of Deeds.

Thank you.

County Commissioners:

  
Sheila Lyons

  
Mary Pat Flynn

  
Leo Cakounes

6/8/16  
Date

COMMONWEALTH OF MASSACHUSETTS  
**BARNSTABLE COUNTY REGISTRY OF DEEDS**  
P.O. BOX 368  
BARNSTABLE, MASSACHUSETTS 02630  
Telephone 508-362-7733 ext. 103  
Fax 508-362- 5065

**John F. Meade**  
Register

**David B. Murphy**  
Assistant Register

TO: Elaine Davis, Purchasing  
FROM: David B. Murphy  
DATE: April 4, 2017  
RE: Option Years on Current Contracts

Elaine,

Please consider this a formal request to exercise option years on both the Browntech and ACS contracts, per your email dated March 28. If you have any questions or concerns, please do not hesitate to contact me.

Thanks,

Dave Murphy

## AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

Browntech, Inc  
PO Box 278  
Norwood, MA 02062

THIS AGREEMENT is made this 9<sup>th</sup> day of June, 2016 by and between Browntech, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery for the Registry of Deeds.

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

WHEREAS: The contractor is the bidder offering the most advantageous proposal.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachment A and the items listed on the attached spreadsheet.
3. Time of Performance. July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods at the sole discretion of the County and pending appropriation.
4. Payment. See attached price proposal(Attachment B to contract)
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation

for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of

termination or suspension.

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

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

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

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

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All

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

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

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

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

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

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

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

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds

pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

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

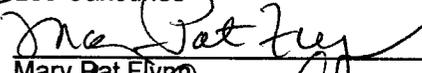
23. Vendors shall submit invoices within 60 days of completing the work.

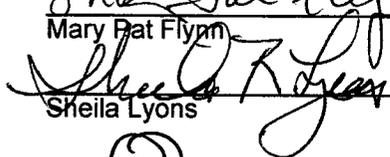
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 29<sup>th</sup> day of June in the year two thousand and Sixteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

  
\_\_\_\_\_  
Leo Cakournes

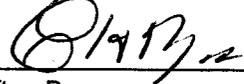
  
\_\_\_\_\_  
Mary Pat Flynn

  
\_\_\_\_\_  
Sheila Lyons

  
\_\_\_\_\_  
Clifton Brown

6/10/16  
Date

**FOR THE CONTRACTOR:**

  
\_\_\_\_\_  
Clifton Brown  
June 9, 2016  
Date

**BID - COMPUTER PROGRAMMING – 2016**

**Submitted by:**

**Browntech, Inc.  
PO Box 278  
Norwood, MA 02062  
(508) 543-0211**

**May 19, 2016**

**ATTACHMENT A**

**CERTIFICATE of NON-COLLUSION AND TAX  
COMPLIANCE**

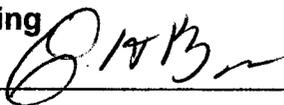
Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

**Company:** Browntech, Inc

**Address:** PO Box 278

Norwood, MA 02062

**Signature of Individual Signing  
Bid, or Corporate Officer:** 

**Telephone Number:** 508-543-0211

**Social Security Number**

**Or Federal Identification Number:** 04-3057058

**Date:** May 19, 2016

**Any person or corporation which fails to execute this document  
will be considered a non-responsive bidder  
and will be rejected pursuant to MGL Chapter 30B.**



**ATTACHMENT C – REFERENCE FORM**

Bidder: Browntech, Inc

IFB Title: Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds

**Bidder must provide references for:**

Bidder must submit a complete list of all jobs performed in the past five (5) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference: Hampden County Registry of Deeds Contact: Donald E. Ashe

Address: 50 State Street, Springfield, MA 01103 Phone: (413) 755-1722

FAX: \_\_\_\_\_

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1992

Reference: Worcester North Registry of Deeds Contact: Kathleen Reynolds Daigneault

Address: 166 Boulder Drive, Suite 202, Fitchburg, MA 01420 Phone: (978) 342-2132

FAX: \_\_\_\_\_

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1992

Reference: Penobscot County Registry of Deeds Contact: Susan Bulay

Address: 97 Hammond Street, Bangor ME 04401 Phone: (207) 942-8797

FAX: \_\_\_\_\_

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1999

Attach Additional Sheets if Necessary

c.13

**BID -COMPUTER PROGRAMMING 2016**  
**May 19, 2016**

**RESPONSE TO SPECIFICATIONS**

**Browntech meets or exceeds all requirements with the following notations.**

**EXCEPTIONS TO SPECIFICATIONS:**

Since the Land Indexing application installed at Barnstable is owned by Browntech, and we have an iSeries installed in-house, it is more efficient and cost effective for us to make changes and enhancements at our location, rather than at the Registry. We reserve the right to do so as mutually agreed.

Since the Land Indexing application installed at Barnstable is owned by Browntech, changes and enhancements to the software become the property of Browntech.

**RATES:**

Browntech agrees to provide the above services on a time and materials basis, using the following rate structure:

	July 1, 2016 - June 30, 2017	July 1, 2017 - June 30, 2018	July 1, 2018 - June 30, 2019
SENIOR CONSULTANT	\$190/hour	\$195/hour	\$200/hour
SENIOR ANALYST	\$180/hour	\$185/hour	\$190/hour
STAFF ANALYST/PROGRAMMER	\$150/hour	\$154/hour	\$158/hour
JUNIOR PERSONNEL	\$100/hour	\$103/hour	\$106/hour
(per diem expenses as agreed when appropriate)			

**RATES:**

Annual fees			
Basic Application, eFile, Queuing System,			
Credit Cards	\$5,500	\$5,600	\$5,700
On-line Backup/Disaster Recovery	\$16,000	\$16,480	\$16,970