



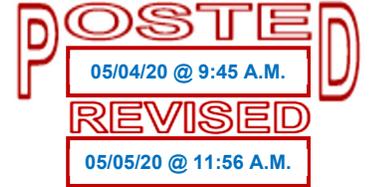
BARNSTABLE COUNTY

COMMISSIONERS
RONALD R. BEATY, Barnstable
RONALD BERGSTROM, Chatham
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REVISED REGULAR MEETING AGENDA



DATE: May 6, 2020

TIME: 10:00 A.M.

PLACE: Note: The meeting will be held through remote participation by the Board of Regional Commissioners pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020. All public comments or questions should be directed to Jack Yunits, County Administrator, at jack.yunits@barnstablecounty.org. The Board will address any submissions at its next meeting.

Please note the replacement of the original Item 6c with a new Item 6c.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of April 29, 2020
6. General Business
 - a. Update on COVID-19 (Novel Coronavirus) and Barnstable County
 - b. Authorizing the approval of Massachusetts House of Representatives Bill HD.4924, An Act Authorizing Michael Cheung to Purchase Creditable Service from the Barnstable County Retirement Board, pursuant to the requirements of the Massachusetts Legislature's Joint Rule 7A

- c. Authorizing the County Finance Department to repurpose capital appropriations in the amount of \$86,000.00 to replace the roof on the First District Courthouse

Note: For all items under General Business, the Board may take official action including votes

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

8. Commissioners' Actions

- a. Authorizing the approval of the carryover of fifteen (15) vacation days by Martha Taylor, Homeless Management Information System (HMIS) Manager in the Human Services Department beyond September 30, 2020 pursuant to Chapter 8, Section 3 (g) of the Barnstable County Policies and Procedures Manual
- b. Authorizing the award of a contract to, and execution of a contract with, Liberty Paper, for the supply and delivery of copy paper to Barnstable County and other Political Subdivisions, for a period from July 1, 2020 through December 31, 2020
- c. Authorizing the award of contracts to, and execution of contracts with, Borden & Remington, Coyne Chemical, NBC Distributors, Saybrooke Environmental, and Univar for the supply and delivery of water chemicals to water districts in Barnstable County, for a period from July 1, 2020 through June 30, 2021
- d. Authorizing the award of a contract to, and execution of a contract with Center for Coastal Studies, for the purpose of conducting a water quality monitoring program from stations located throughout Cape Cod Bay, Buzzards Bay, and Nantucket Sound and its embayments, in the amount of \$248,944.00, for a period from May 6, 2020 through May 5, 2021

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at jmarczak@barnstablecounty.org or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners on the twenty-ninth day of April, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020

Board Regional Commissioners:

Ronald R. Beaty	Present remotely
Ronald Bergstrom	Present remotely
Mary Pat Flynn	Present remotely

Staff Present:

Staff Present Remotely:

Jack Yunits	County Administrator
Steve Tebo	Assistant County Administrator
Owen Fletcher	Executive Assistant, Administration
Elizabeth Braccia	Director of Finance/Treasurer
Jennifer Frates	Chief Procurement Officer, Finance
Sean O'Brien	Director, Health and Environment
Deirdre Arvidson	Public Health Nurse, Health and Environment
Vaira Harik	Deputy Director & Senior Project Manager, Human Services
Beth Albert	Director, Human Services
David Murphy	Assistant Registry of Deeds, Registry of Deeds
Ian Roberts	Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M. The Chairman noted the Board held the meeting through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020.

2. Pledge of Allegiance

The Chairman called for a moment of silence to support members of the United States Armed Forces serving at home and abroad.

3. Moment of Silence

Chairman Bergstrom asked for a moment of silence to support members of the United States Armed forces serving both at home and abroad.

4. Public Comment

The Board permitted members of the public to join the meeting online, asked that all public comments or questions be directed Mr. Yunits by phone or email, and stated the Board would address any submissions at its next meeting. No members of the public offered comment.

5. Approval of Minutes**a. Regular Meeting of April 15, 2020**

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of April 29, 2020 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business**a. Update on Coronavirus 2019 (COVID-19) and Barnstable County**

Mr. O'Brien updated the Board on the latest statistics regarding the virus. He informed the Board that approximately eight hundred people had been diagnosed with the virus in Barnstable County over the course of the pandemic. Mr. O'Brien noted that the number of hospitalizations has remained constant throughout the Commonwealth. Commissioner Beaty highlighted community fears regarding

visiting the emergency room for medical issues unrelated to COVID-19. Mr. O'Brien assured the Commissioner that Cape Cod Healthcare was taking every necessary precaution to make sure there was little risk to the public.

The Board had a lengthy discussion regarding ongoing testing of the public and Mr. O'Brien reported the County was still facing shortages. Ms. Arvidson warned that governments needed to be careful not to base reopening on antibody tests because more research was needed before doing so. Mr. Yunits and Mr. O'Brien discussed the need to increase testing in the Commonwealth. Commissioner Beaty noted that Governor Baker had created a task force to examine re-opening. Chairman Bergstrom and Mr. Yunits spoke regarding the urgency of the County's collaboration with the Cape Cod Chamber of Commerce and local Boards of Health to tailor any guidelines to Barnstable County.

Ms. Harik reported to the Board regarding monitoring efforts by the Massachusetts Department of Public Health to develop criteria to reopen. Commissioner Flynn and Ms. Arvidson spoke regarding necessary protocols for residents leaving personal quarantines. Mr. O'Brien again stressed that any re-opening of Cape businesses was a local decision, and the County Health and Environment Department would continue to coordinate with local health boards.

Ms. Braccia reported to the Board on the County's current fiscal position. Ms. Braccia and Mr. Yunits noted that the County put strict measures in place to limit unnecessary spending. Mr. Murphy reported to the Board that the Registry would likely receive revenues comparable to last year. The Board also discussed the Assembly of Delegates' budget process and possible measures to close any gaps.

b. Request by Julie Wake, Executive Director of the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund

Motion by Commissioner Beaty to send a letter of support from the Board of Regional Commissioners to the County Economic Development Committee for the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits informed the Board that the County could not directly fund non-profits like the Arts Foundation without violating State law. He advised the Board that they should instead send a letter to the Barnstable County Economic Development Committee to support the foundation's efforts. Ms. Wake addressed the Board, thanked it for its support, and discussed recent efforts by the foundation.

c. Request by the Barnstable County Human Rights Advisory Commission to support its opposition to the United States Department of Interiors' recent decision denying the right of the Wampanoag Tribe to hold land in trust

Motion by Commissioner Beaty to authorize the Barnstable County Human Rights Advisory Commission to issue a statement expressing its opposition to the United States Department of Interiors' recent decision denying the right of the Wampanoag Tribe to hold land in trust, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits clarified the Board was authorizing the Barnstable County was authorizing the Barnstable County Human Rights Advisory Committee's Board to make a statement rather than directly making a statement.

d. Discussion and status update on the County Dredge Program

Mr. Yunits detailed the background of recent County Dredge operations and the County's agreement with Foth Infrastructure & Environment. Both Mr. Yunits and Mr. Tebo praised the help of Christine Player, Senior Project Manager from Foth, to address longstanding needs and updating procedures. Ms. Player updated the Board on Foth's efforts and noted issues with weather this season. She also explained the need for the six-month extension in Item 6e and progress creating the County's Five-Year Business Plan.

e. Authorizing the execution of an amendment to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through May 28, 2020, to add the preparation of a 5-year Business Plan for County Dredge Operations to the scope of services, and extend the time of performance through November 28, 2020

Motion by Commissioner Beaty to execute an amendment to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through May 28, 2020, to add the preparation of a 5-year Business Plan for County Dredge Operations to the scope of services, and extend the time of performance through November 28, 2020, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0 (YES: Bergstrom, Beaty)

There was an issue with Commissioner Flynn's audio feed during discussion of this item.

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

There was no new business at this meeting.

8. Commissioners' Actions

- a. **Authorizing the execution of an agreement for a grant from the United States Economic Development Administration to the Cape Cod Commission, in the amount of \$1,050,000.00 with a match of \$1,050,000.00, to fund the project: Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA, for a period from April 14, 2020 through April 13, 2022**

Motion by Commissioner Beaty to authorize the execution of an agreement for a grant from the United States Economic Development Administration to the Cape Cod Commission, in the amount of \$1,050,000.00 with a match of \$1,050,000.00, to fund the project: Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA, for a period from April 14, 2020 through April 13, 2022, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0 (YES: Bergstrom, Beaty)

There was an issue with Commissioner Flynn's audio feed during discussion of this item. Mr. Beaty noted additional information provided by Kristy Senatori, Executive Director of the Cape Cod Commission, in response to his questions about the matching grant funds.

- b. **Authorizing the award of a contract to, and execution of contract with, Sprague Operating Resources, LLC for the supply and delivery of #2 Fuel Oil to Political Subdivisions in Barnstable County, for a period from July 01, 2020 through June 30, 2021**

Motion by Commissioner Beaty to authorize the award of a contract to, and execution of contract with, Sprague Operating Resources, LLC for the supply and delivery of #2 Fuel Oil to Political Subdivisions in Barnstable County, for a period from July 01, 2020 through June 30, 2021, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- c. **Authorizing the award contracts to, and execution of contracts with: Cape Cod Biofuels; Noonan Brother Petroleum; and Sprague Operating Resources, LLC for the supply and delivery of Gasoline & Diesel fuel to the County Dredge and other Political Subdivisions, for a period from July 01, 2020 through June 30, 2021**

Motion by Commissioner Beaty to authorize the award of contracts to, and execution of contracts with: Cape Cod Biofuels; Noonan Brother Petroleum; and Sprague Operating Resources, LLC for the supply and delivery of Gasoline & Diesel fuel to the County Dredge and other Political Subdivisions, for a period from July 01, 2020 through June 30, 2021, as presented, 2nd by Commissioner Beaty, approved 3-0-0

9. Commissioners' Reports

The Commissioners offered no reports at this meeting

10. County Administrator and Staff Reports

Mr. Yunits spoke regarding the award of \$90,000,00.00 to Plymouth County by the Federal government. He explained that Plymouth County and two others in Massachusetts were the only Counties that could apply or receive this money independent of the Commonwealth due to its population size. He publicly asked Plymouth County to turn this money over to the Commonwealth as the other counties already did for an equitable distribution.

11. Adjournment

Barnstable, ss. at 10:46 A.M. on this twenty-second day of April A.D. 2020, motion by Commissioner Beaty to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft minutes of the Board of Regional Commissioners' Regular Meeting of April 22, 2020
- Request by Julie Wake, Executive Director of the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund, dated April 24, 2020
- Draft Language by the Barnstable County Human Rights Advisory Commission expressing its opposition to the United States Department of Interiors' recent decision denying the right of the Wampanoag Tribe to hold land in trust
- Scope of Services for Development of a 5-year Business Plan for the Barnstable County Dredge Program
- Amendment to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through May 28, 2020, to add the preparation of a 5-year Business Plan for County Dredge Operations to the scope of services, and extend the time of performance through November 28, 2020
- Contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through May 28, 2020
- Agreement for a grant from the United States Economic Development Administration to the Cape Cod Commission, in the amount of \$1,050,000.00 with a match of \$1,050,000.00, to fund the project: Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA, for a period from April 14, 2020 through April 13, 2022
- Memorandum dated April 24, 2020 to the County Commissioners from Jennifer Frates, Chief Procurement Officer regarding Notice of Bid Award - #7903 – Supply and Delivery of #2 Fuel Oil
- Memorandum dated April 24, 2020 to the County Commissioners from Jennifer Frates, Chief Procurement Officer regarding Notice of Bid Award - #7904 – Supply and Delivery of Gasoline & Diesel Fuel

Approved, Board of Regional Commissioners:


Ronald Bergstrom, Chair


Mary Pat Flynn, Vice-Chair


Ronald R. Beaty, Commissioner

5/6/2020
Date

The foregoing records have been read and approved, May 6, 2020

A true copy, attest:



Janice O'Connell, Regional Clerk



The Commonwealth of Massachusetts
House of Representatives
State House, Boston, MA 02133-1054

William L. Crocker, Jr.
STATE REPRESENTATIVE

2nd Barnstable District
BARNSTABLE • YARMOUTH
TEL. (617) 722-2014
William.Crocker@MAHouse.gov

Barnstable County Board of Commissioners
c/o: Jack Yunits, County Administrator
P.O. Box 427
3195 Main Street
Superior Courthouse
Barnstable, MA 02630

April 6, 2020

Dear Barnstable County Board of Commissioners,

I write to request your approval of legislation I filed jointly with State Representative Timothy Whelan on behalf of Officer Michael Cheung of the Yarmouth Police Department.

HD.4924, *An Act Authorizing Michael Cheung to Purchase Creditable Service from the Barnstable County Retirement Board*, will allow Officer Cheung to buyback his four years of military service from the Barnstable County Retirement Association (BCRA). Officer Cheung was in the process of moving his residence when the original letter offering to buyback his military service was sent by the BCRA and unfortunately, the letter was lost during the process of his move. Due to the letter being lost during his move, he was not able to reply to the letter within the 180-day window and now requires legislative approval to buyback his four years of military service. The Massachusetts Legislature's Joint Rule 7A requires legislation of this nature to receive approval by a majority of county commissioners; otherwise the legislation will be reported adversely. Again, I respectfully request your approval of HD.4924.

Thank you for your time and consideration of this matter. Should you have any questions, please do not hesitate to reach out to me via email at William.Crocker@mahouse.gov. Due to the COVID-19 outbreak, my staff and I are working remotely and do not have access to our physical mail in our Boston office. Please send your response letter to Kaitlin Wright at 17 Belvidere Road Haverhill, MA 01830.

Sincerely,

WILLIAM L. CROCKER, JR.

State Representative
2nd Barnstable District

TIMOTHY R. WHELAN

State Representative
1st Barnstable District

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

William L. Crocker, Jr. and Timothy R. Whelan

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act authorizing Michael Cheung to purchase creditable service from the Barnstable County Retirement Board.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>William L. Crocker, Jr.</i>	<i>2nd Barnstable</i>
<i>Timothy R. Whelan</i>	<i>1st Barnstable</i>

HOUSE No.

[Pin Slip]

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-First General Court
(2019-2020)**

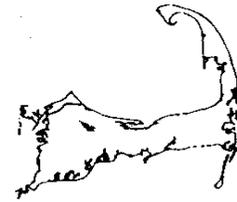
An Act authorizing Michael Cheung to purchase creditable service from the Barnstable County Retirement Board.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 Notwithstanding section 3 of chapter 71 of the acts of 1996, or any other general or
2 special law to the contrary, the Barnstable county retirement board shall permit Michael Cheung,
3 a member of the Barnstable county retirement system, to purchase creditable service for his
4 military service time pursuant to paragraph (h) of subdivision (1) of section 4 of chapter 32 of
5 the General Laws.



County of Barnstable
Finance Department
Superior Court House, P.O. Box 427
Barnstable, MA 02630
508-375-6915



Elizabeth J Braccia
Finance Director/County Treasurer

To: County Commissioners
From: Elizabeth J Braccia, Finance Director/Treasurer
Date: May 4, 2020

Re: First District Court House Roof

The County appropriated \$80,000 for the purpose of replacing the roof on the First District Courthouse. The lowest quote for this project came in at \$166,000. The First District Court House is 97% reimbursable from the Commonwealth. We respectfully ask that you vote to repurpose capital appropriations as described below:

Capital project to build a **Sound Wall in the Health Lab**, original appropriation of \$70,000 has an available balance of \$60,250. The County bonded the entire \$70,000 leaving this balance available to be appropriated toward a similar project (construction) of equal borrowing years or longer.

Capital Project to **Rebuild the Ancient Wall**, original appropriation of \$75,000, has an available balance of \$53,360. The County has a short term BAN for the entire \$75,000 leaving this balance available to be appropriated toward a similar project (construction) of equal borrowing years or longer.

Funding:

First District Funding		\$ 80,000
Sound Wall Funding	Repurpose	\$ 60,250
Ancient Wall Funding	Repurpose	<u>\$ 25,750</u>
Total Project:		\$166,000

Approved:

Ronald Bergstrom, Chair
Board of Regional Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the sixth day of May, A.D. 2020, motion by Commissioner Beaty to authorize the County Finance Department to repurpose capital appropriations in the amount of \$86,000.00 to replace the roof on the First District Courthouse, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 6, 2020



Janice O'Connell
Barnstable County Regional Clerk

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the sixth day of May, A.D. 2020, motion by Commissioner Beaty to authorize the approval of the carryover of fifteen vacation days by Martha Taylor, Homeless Management Information System (HMIS) Manager in the Human Services Department beyond September 30, 2020 pursuant to Chapter 8, Section 3 (g) of the Barnstable County Policies and Procedures Manual, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: N

Mary Pat Flynn, Vice Chair: N

Ronald R. Beaty, Commissioner: N

A true copy, Attest, May 6, 2020



Janice O'Connell
Barnstable County Regional Clerk



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES

3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

Elizabeth Albert, Director
balbert@barnstablecounty.org

May 1, 2020

To: Justyna Marczak, Director Human Resources
CC: Jack Yunits, County Administrator

From: Beth Albert, Director

Re: Martha Taylor's Request for Vacation Carry-Over

In accordance with Chapter 8, Section 3 (6) of the Barnstable County Policies and Procedures Manual which states: "Any additional carry over request beyond the 10 days must be submitted to Human Resources Director in writing by Department Manager for approval by the County Commissioners" I am forwarding you a request for vacation carry-over made by Martha Taylor in an email dated 4-30-20.

From: Martha Taylor <martha.taylor@barnstablecounty.org>
Sent: Thursday, April 30, 2020 1:24 PM
To: Justyna Marczak <jmarczak@barnstablecounty.org>
Cc: Beth Albert <balbert@barnstablecounty.org>
Subject: Request for Vacation Carryover

Good afternoon,

Per Chapter 8, Section 3 (6) of the Barnstable County Policies and Procedures Manual, I would like to request vacation carryover of my 15 accrued vacation days (beyond the ten allowed) past the June 30 deadline due to special circumstances.

Even prior to the current COVID lock-down, I have had some personal health problems that prevented me from planning and enjoying a vacation during the work year. For example, a fractured wrist kept me fairly incapacitated for the past several months, during which time any and all travel plans were put on hold.

Additionally, because of COVID, I have been working from home for over six weeks. With the unseasonably cold and rainy weather we have had, I have gone for days at a time without seeing anything but the inside of my house. My fiancé works full time for a Federal contractor in the field of National Security, and so he

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

is out of the house and at his on-site job every day and I am alone. It seems that this quarantine of the healthy will continue indefinitely. It's likely that the governor will keep extending the lock-down in 2-week increments, and there appears to be no end in sight.

I have three weeks accrued vacation that I must take. What am I supposed to do with that time? I can't go anywhere. I can't do anything. I can't take part in any activities. So many businesses are closed. Concerts are cancelled. The Barnstable County Fair is cancelled. The Falmouth Road Race is cancelled. More and more stringent travel restrictions are being created almost daily. Because of staffing concerns at his 24/7 facility, my fiancé cannot take any time off during the COVID lock-down. All I can do is stay home by myself and look at the same four walls and do nothing. That's no vacation.

I respectfully request that you allow me a variance from the policy cited above and let my full accrued vacation time carry over until such time as conditions will permit an actual vacation – beyond September 30, if necessary.

Thank you,

Martha Taylor

Martha Taylor, HMIS Program Manager

Barnstable County Department of Human Services

P.O. Box 427, 3195 Main St., Barnstable, MA 02630

Office: 508/375-6625 | Fax: 508/362-0290

Bid# 7905
Contract# BC-20-7905

**Contract for Services
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

And

Liberty Paper
5025 Hampton Street
Los Angeles, CA 90058

THIS AGREEMENT is made this 6th day of May 2020 by and between Liberty Paper (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A - Product Specifications & Delivery Locations (consisting of five pages)

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.** 7/1/20 12/31/20
Start Date End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: See Attachment A, varies by location

6. **Payment:**

A. The County shall compensate the Contractor for the services rendered at the rate of \$ 24.25 per case (e.g., hour, week, semester, project, etc.).

- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly____, Quarterly____, Other (specify) order_____.
- D. Reimbursement for Travel and Other Contractor Expenses:

X All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$_____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$_____.
OTHER Expenses shall be limited to: _____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: \$ 182,845.00

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor 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.

8. 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.

9. Amendments. 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 Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

10. 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 11246.

11. **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 County. 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 County shall have the right to obtain a copy of the subcontract upon request.

12. **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.

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. **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 thereto; provided, however that claims for money due or to become due the Contractor from the County 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.

15. **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.

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the

Contractor under this Contract which the County 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.

17. 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 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.

18. 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.

19. 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.

20. 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 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.

21. 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.

22. 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 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 requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

23. Tax Exempt Status. The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the

Contractor.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on: 5/9/2020

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

DocuSigned by:

Ronald Bergstrom

B47187903E8A4F6...

Ronald Bergstrom, Chairman

5/9/2020

Date

FOR THE CONTRACTOR: Liberty Paper

DocuSigned by:

Kristen Perez

8AB8C8339C5842F...

5/8/2020

Date

Attachment A
Product Specifications

PURCHASE DESCRIPTION/SCOPE OF SERVICES

The Towns will endeavor to order cases of paper specified in this contract in truck/trailer shipping loads.

Contractor shall contact all municipalities listed on the attached spreadsheet to make arrangements to schedule delivery prior to start of school year.

Delivery is expected to take place during business hours when a custodian is on duty.

It is the responsibility of the Contractor to provide storage/warehousing for its products until the assigned delivery and installation time.

Specifications:

This procurement is for white premium no. 4 xerographic dual-purpose paper measuring 8 ½" x 11" , 20lb. with target minimum brightness of 92. The paper offered must be suitable for use on copiers, laser printers, ink jet printers, printing presses, and plain paper fax machines. The paper must be mill conditioned and packed in moisture proof packages with ten reams per case. One ream is 500 sheets of paper.

A sample of the paper offered must be included with the bid at no cost to the Awarding Authority. The sample must be a ream of paper with the moisture proof wrapping showing the trade name of the paper and the manufacturer's number.

Delivery:

The unit price bid shall include delivery to the individual municipal entities to the location specified in the "Ship to" column on the Locations & Quantity Information Spreadsheet located within this contract, for any municipal entity participating in this procurement unless other arrangements are agreed to by the entity and the Contractor after the bid award.

Delivery of materials and equipment must be made to each site during regular business hours.

All items shall be subject to the inspection and approval of the Awarding Authority. Acceptance of delivery of paper to the site shall not constitute final acceptance. In the event that any of the paper shall be rejected as damaged, unsuitable, or not in conformance with these specifications, such items shall be removed immediately and other items of proper quality as set forth in these specifications shall be furnished and delivered, all at the expense of the successful bidder. The weight, count, and measure will be determined at the points of delivery within two working days.

The Contractor will furnish proof of delivery at each destination.

Payments:

Each political subdivision shall accept sole responsibility for any payments due for its share of any purchase made under the terms and conditions of this procurement.

No advance payments will be made. Payment will be made only after a deliveries have been made and invoice(s) has been duly received by the municipal entities participating in this joint procurement.

The bid price(s) shall be written in both words and figures, and in the case of a discrepancy between the amount in words shall govern.

The Awarding Authority reserves the right to increase or decrease the quantity of any item specified herein. In the event of any such increase or decrease in the quantity of items procured, the price shall be adjusted reflect the unit price bid. Under no circumstances will the total procurement exceed the total amount of the contract(s) by more than twenty-five percent.

This contract is subject to the appropriation of funds by the Awarding Authority and its participating towns. If an event of non-appropriation occurs, any order that has been forwarded to the winning bidder will be canceled, and any goods and supplies that have been received will be returned.

Contract Term:

July 1, 2020, through December 30, 2020, unless an extension of time is agreed to between the location and the vendor.

BARNSTABLE COUNTY BID FOR THE BULK DELIVERY OF COPY PAPER
Contract BC-20-7905

	Ship To Location	CASES	PALLETS	Dock or No Dock	Unloading	Ship To Contact	Ship To Phone	Bill to Address
Town of Brewster	Town of Brewster	80	2	NO DOCK	Need a truck w/liftgate and pallet jack	Tom Thatcher	508-896-8089	Town of Brewster
	2198 Main Street					tthatcher@brewster-ma.gov	CELL:	2198 Main Street
	Brewster, MA 02631						508-326-5732	Brewster, MA 02631
	Tom Thatcher							
Cape Cod Collaborative	Cape Cod Collaborative	40	1	NO DOCK		Amy Lipkind	508-420-6950	Cape Cod Collaborative
	33 Water Street, Door 9					a.lipkind@capecodcollaborative.org	x1114	418 Bumps River
	Sandwich, MA 02563							Osterville, MA 02655
	Cape Cod Collaborative	40	1	DOCK		Amy Lipkind	508-420-6950	Cape Cod Collaborative
	418 Bumps River Road					a.lipkind@capecodcollaborative.org	x1114	418 Bumps River Road
	Osterville, MA 02655							Osterville, MA 02655
D - Y	Dennis Yarmouth Reg High	1,600	40	NO DOCK	No Dock. School has forklift and pallet jack.	Sandra Cashen	508-398-7677	Dennis-Yarmouth Regional Schools
	210 Station Avenue					cashens@dy-regional.k12.ma.us		296 Station Avenue
	South Yarmouth, MA 02664					lammined@dy-regional.k12.ma.us		So. Yarmouth, MA 02684
	Attention: Sandy					Call 48 hrs. prior to delivery to Danielle Lamminen		
Falmouth	Falmouth High School	1840	46	DOCK	Pallet from	Marcel Sanchez	(774) 836-0478	Falmouth Public Schools
	Loading Dock "B"				Tailgate			Falmouth Road Extension
	874 Gifford Street					lkrause@falmouth.k12.ma.us		Falmouth, MA 02536
	Falmouth, MA 02536					pmurphy@falmouth.k12.ma.us		
Monomoy Regional	Monomoy Regional High School	280	7	DOCK	Loading Dock	Cliff Steinruck	508-237-1125	Monomoy Regional School District
	75 Oak Street							425 Crowell Road
	Harwich, MA 02645							Chatham, MA 02633
	Monomoy Regional Middle School	400	10	NO DOCK	Pallet from	David Devlin	508-922-7534	Monomoy Regional School District
	425 Crowell Road				Tailgate			425 Crowell Road
	Chatham, MA							Chatham, MA 02633
	Harwich Elementary School	320	8	NO DOCK	Box truck w/drop tailgate for rear storage	Rick Sirois	508-237-1123	Monomoy Regional School District
	263 South Street							425 Crowell Road
	Harwich, MA 02645							Chatham, MA 02633
	Chatham Elementary School	80	2	No Dock	Deliver to school	Bob Looney	508-400-5409	Monomoy Regional School District
	147 Depot Road				NO loading dock			425 Crowell Road
	Chatham, MA 02633							Chatham, MA 02633

BARNSTABLE COUNTY BID FOR THE BULK DELIVERY OF COPY PAPER
Contract BC-20-7905

	Ship To Location	CASES	PALLETS	Dock or No Dock	Unloading	Ship To Contact	Ship To Phone	Bill to Address
Nantucket Public School	Nantucket Elementary School 30 Surfside Road Nantucket, MA 02554	160	4	No Dock		Diane O'Neil oneild@npsk.org		Nantucket Elementary School 10 Surfside Raod Nantucket, MA 02554
	Nantucket Intermediate School 30 Surfside Road Nantucket, MA 02554	120	3	Dock	off Backus Lane	Diane O'Neil oneild@npsk.org		Nantucket Intermediate School 30 Surfside Road Nantucket, MA 02554
	Nantucket High School 10 Surfside Road Nantucket, MA 02554	280	7	Dock		Diane O'Neil oneild@npsk.org		Nantucket High School 10 Surfside Road Nantucket, MA 02554
Nauset	Stony Brook Elementary 384 Underpass Road Brewster, MA 02631	80	3	NO DOCK		Barry Schofield	508-896-4545	Nauset Public Schools 78 Eldredge Park Way Orleans, MA 02653
	Eddy Elementary 2298 Main Street Brewster, MA 02631	80	2	NO DOCK		Barry Schofield	508-896-4545	Nauset Public Schools 78 Eldredge Park Way Orleans, MA 02653
	Eastham Elementary School 100 Schoolhouse Road Eastham, MA 02642	80	2	NO DOCK		Linda Burt	508-255-0808	Nauset Public Schools 78 Eldredge Park Way Orleans, MA 02653
	Orleans Elementary School 46 Eldredge Park Way Orleans, MA 02653	100	2.5	NO DOCK		Anthony Sanzo	774-212-3993	Nauset Public Schools 78 Eldredge Park Way Orleans, MA 02653
	Wellfleet Elementary School 100 Lawrence Road Wellfleet, MA 02667 Attention: Harvey Smith	40	1	NO DOCK		Paul McHugh	508-349-3101	Nauset Public Schools 78 Eldredge Park Way Orleans, MA 02653
	Nauset Reg Middle School 70 Route 28 (garage) Orleans, MA 02653	160	4	NO DOCK	Pallet from Tailgate	Paul Richard	774-353-7486	Nauset Public Schools 78 Eldredge Park Way Orleans, MA 02653
	Nauset High School 100 Cable Road N. Eastham, MA 02651	280	7	DOCK		Tony Nannini	774-722-2537	Nauset Public Schools 78 Eldredge Park Way Orleans, MA 02653

BARNSTABLE COUNTY BID FOR THE BULK DELIVERY OF COPY PAPER
Contract BC-20-7905

	Ship To Location	CASES	PALLETS	Dock or No Dock	Unloading	Ship To Contact	Ship To Phone	Bill to Address
Provincetown	Provincetown High School 12 Winslow St. Provincetown, MA 02657	80	2	No Dock	ground level	Betty White bwhite@provincetown.k12.ma.us	(508) 487-5205	Provincetown Schools 12 Winslow St Provincetown, MA 02657
Sandwich	Sandwich High School 365 Quaker Meetinghouse Rd East Sandwich, MA 02537	960	24	Dock	Needs lifting tailgate	Jon Nelson jonathan.nelson@sandwich.k12.ma.us	774-413-0008	Sandwich Public Schools 33 Water St. Sandwich, MA 02563
Truro	Truro Central School 317 Route 6 Truro, MA 02666	120	3	NO DOCK		Heather Harper harperh@truromass.org	508-487-1558 x 203	Truro Central School ATTN: Heather Harper PO Box 2029 Truro, MA 02666
UCCRT	Upper Cape Cod Regional Tech 220 Sandwich Road Bourne, MA 02532 Rose Crosby	280	7	DOCK		Rose Crosby rcrosby@uppercapetech.org	508-759-7711 X246	Upper Cape Cod Regional Tech. 220 Sandwich Road Bourne, MA 02532

Attachment B

Bid Response Form

The undersigned BIDDER proposes and agrees that the proposal is based upon the items described in the Invitation for Bid documents and that the requirements have been read and understood by the proposer.

All prices are to include shipping costs. Bid must include samples.

BID PRICE:

Price per Case delivered: \$24.25 / CASE (7540 CASES) dollars (\$182,845.00)

Paper Manufacturer: HANKUK - PREMIER

Bidder acknowledges addenda numbered 1

Signed:  Print Name: KRISTEN PEREZ

Company: LIBERTY PAPER

Business Address: 5025 HAMPTON ST

LOS ANGELES CA 90058

Phone: 866-507-2737 x2102 Fax: 323-582-3434

Email: BIDS@LIBERTYPAPER.COM Date: 4/15/2020

Certificate Of Completion

Envelope Id: 6AC3DE2B967E4A16968E5790E8C6D1B9	Status: Completed
Subject: Please DocuSign: BC-20-7905_Liberty Paper_FCD.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jennifer Frates
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3195 Main Street
	Barnstable, MA 02630
	jennifer.frates@barnstablecounty.org
	IP Address: 66.31.243.147

Record Tracking

Status: Original	Holder: Jennifer Frates	Location: DocuSign
5/8/2020 8:24:20 AM	jennifer.frates@barnstablecounty.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Barnstable County	Location: DocuSign

Signer Events

Kristen Perez
 kristen@libertypp.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 8AB8C8339C5842F...
 Signature Adoption: Pre-selected Style
 Using IP Address: 12.13.24.226

Timestamp

Sent: 5/8/2020 8:30:54 AM
 Viewed: 5/8/2020 10:15:36 AM
 Signed: 5/8/2020 10:16:14 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ronald Bergstrom
 rbergstrom@barnstablecounty.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B47187903E8A4F6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.227.103.133

Sent: 5/8/2020 10:16:16 AM
 Viewed: 5/9/2020 8:49:29 AM
 Signed: 5/9/2020 8:49:42 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Owen Fletcher
 owen.fletcher@barnstablecounty.org
 Barnstable County
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/9/2020 8:49:45 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/9/2020 8:49:45 AM
Certified Delivered	Security Checked	5/9/2020 8:49:45 AM
Signing Complete	Security Checked	5/9/2020 8:49:45 AM
Completed	Security Checked	5/9/2020 8:49:45 AM

Payment Events	Status	Timestamps
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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:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

April 30, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Notice of Bid Award - #7905 – Supply and Delivery of Copy Paper

Barnstable County issued an Invitation for Bid from qualified vendors for the supply and delivery of Copy Paper for the period of July 1, 2020 to December 31, 2020 to Barnstable County and other Political Subdivisions. Three bids were received.

Liberty Paper	\$24.25
WB Mason	\$25.81
Veritiv	\$26.90

Please vote to award Bid #7905 Supply & Delivery of Copy Paper and authorize the execution of a contract with Liberty Paper as the most responsible responsive bidders offering the lowest price.

Thank you.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the sixth day of May, A.D. 2020, motion by Commissioner Beaty to authorize the award of a contract to, and execution of a contract with, Liberty Paper, for the supply and delivery of copy paper to Barnstable County and other Political Subdivisions, for a period from July 1, 2020 through December 31, 2020 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 6, 2020



Janice O'Connell
Barnstable County Regional Clerk

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the sixth day of May, A.D. 2020, motion by Commissioner Beaty to authorize the award of contracts to, and execution of contracts with: Borden & Remington; Coyne Chemical; NBC Distributors; Saybrooke Environmental; and Univar; for the supply and delivery of water chemicals to water districts in Barnstable County, for a period from July 1, 2020 through June 30, 2021, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 6, 2000



Janice O'Connell
Barnstable County Regional Clerk

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:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

April 30, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Notice of Bid Award - #7907 – Water Chemicals

Barnstable County issued an Invitation for Bids on behalf of water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide -KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide for the period of July 1, 2020 through June 30, 2021. Six (6) bids were received.

Chatham Water rejected the low bid from Univar the vendor did not understand that the sodium hypochlorite is not all bulk filling through walls. They would have to charge more for the smaller barrels this makes their bid non-responsible and NBC will be awarded as the second low bidder. Chatham DPW rejected the bid for Methanol Solution - 20% and will be staying with their current vendor.

Please vote to award the bids to the following bidders as the responsive, responsible bidders offering the lowest prices and authorize the execution of contracts with:

Coyne Chemical
NBC Distributors
Saybrooke Environmental
Borden & Remington
Univar

Awarded bid pricing is highlighted on the attached spreadsheet.

Thank you.

Bid # 7907 - Water Chemicals							
Opened: April 21, 2020 @ 11:30AM							
Term: 07/01/2020 - 06/30/2021							
Low Bidder		VENDOR					
		Coyne Chemical	NBC Distributors	Brenntag NE, LLC	Saybrooke Environmental	Borden & Remington	Univar Solutions
CAUSTIC POTASH (POTASSIUM HYDROXIDE – KOH) 45% Solution							
WATER DEPARTMENT	ESTIMATED USAGE – LBS.	BID PRICE PER LB					
Barnstable Fire District	200,000			0.3025		0.2475	no bid
Brewster Water Department	319,000			0.3025		0.2699	0.2810
Buzzards Bay Water District	182,500			No Bid		0.3221	no bid
Chatham Water Division	304,000			0.3025		0.2630	0.2690
COMM Water District	800,000			0.3025		0.2499	0.2690
Dennis Water District	750,000			0.3025		0.2507	0.2660
Harwich	139,248			0.3025		0.2516	no bid
Mashpee Water District	150,000			0.3025		0.2738	0.2720
Orleans Water District	203,680			0.3025		0.2720	0.2740
Provincetown Water Department	74,000			0.3025		0.2984	0.3225
Yarmouth Water Department	900,000			0.3025		0.2490	0.2720
SODIUM HYPOCHLORITE – 12 – 15%							
WATER DEPARTMENT	ESTIMATED USAGE – GAL.	BID PRICE PER GALLON					
Barnstable Fire District	2,000		3.9700			3.5888	no bid
Brewster Water Dept.	5,000		3.9700			3.9177	4.6000
Chatham DPW Sewer Division	10,000		3.9700			3.6492	7.6000
Chatham Water Division	7,000		3.9700			no bid	3.3500
Dennis Water District	8,000		3.9700			2.2655	no bid
Harwich	8,000		3.9700			No bid	no bid
Orleans Water Department	4,000		3.9700			3.1796 bulk / 3.3980 15g drums	4.6000
Provincetown Water Department	1,400 gallons (Bulk)		3.9700			no bid	no bid
	700 gallons - 15 gal. carboys		3.9700			3.8607	no bid
Yarmouth Water Department	500		3.9700			4.6825	no bid
Sodium Hydroxide, Liquid Solution: ie. Sodium Hydroxide Liquid – 50%							
WATER DEPARTMENT	ESTIMATED USAGE – GAL.	BID PRICE PER GALLON					
Chatham DPW Sewer Division	15,000					2.5544	2.0768
HYDRATED LIME							
WATER DEPARTMENT	ESTIMATED USAGE - LBS	BID PRICE PER LB.					
Brewster Water Dept.	56,000	0.2959	0.2970		0.3090	no bid	0.2954
CITRIC ACID – 50% Food Grade							
WATER DEPARTMENT	ESTIMATED USAGE - GAL.	BID PRICE PER GALLON					
Orleans Water Department	880	6.9777			9.9900	10.0300	no bid
Provincetown Water Department	250 gallons (15 gallon carboys)	14.8338			12.9900	no bid	no bid
METHANOL SOLUTION – 20%							
WATER DEPARTMENT	ESTIMATED USAGE	BID PRICE PER GALLON					
Town of Chatham DPW Sewer Division	30,000				** 3.5900	no bid	no bid

* Chatham Water rejected the low bid from Univar they did not understand that the sodium hypochlorite is not all bulk filling through walls. They would have to charge more for the smaller barrels this makes their bid non-responsible and NBC will be awarded as the second low bidder.

** Chatham DPW is rejecting the bid for Methanol Solution - 20% and will be staying with their current vendor.

Bid# 7908
Contract# 500-20-7908

**Contract for Services
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

And

**Center for Coastal Studies
5 Holway Avenue
Provincetown, MA 02657**

THIS AGREEMENT is made this **6th day of May, 2020** by and between **Center for Coastal Studies** (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A: Product Description and Appendix 1: Sampling Schedule and Parameters consisting of twenty (20) pages attached hereto and incorporated herein.

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:
Attachment C, Amendment 1 consisting of one (1) page

4. Time of Performance.

May 6, 2020
Start Date

May 5, 2021
End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Kristy Senatori, Executive Director, Cape Cod Commission**

6. Payment:

- A. The County shall compensate the Contractor for the services rendered at the rates per **Attachment B.**
- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly____, Quarterly____, Other (specify)_____.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$_____. OTHER Expenses shall be limited to:_____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$248,944.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor 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.

8. 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.

9. Amendments. 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 Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

10. 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 11246.

11. 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 County. 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 County shall have the right to obtain a copy of the subcontract upon request.

12. 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.

13. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. 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 thereto; provided, however that claims for money due or to become due the Contractor from the County 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.

15. 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.

16. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County 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.

17. **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 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.

18. **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.

19. **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.

20. **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 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.

21. **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.

22. **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 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 requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

23. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement 5/22/2020.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

DocuSigned by:
Ronald Bergstrom
B47487903E8A4F6...

Ronald Bergstrom, Chairman

5/22/2020

Date

FOR THE CONTRACTOR:

Center for Coastal Studies

DocuSigned by:
Richard Delaney
66697A6704EE473...

Richard Delaney, President & CEO

5/21/2020

Date

Attachment A: Project Description

Project Description

The Center for Coastal Studies (CCS) is seeking funding to continue to conduct a water quality monitoring program in Cape Cod Bay, Nantucket Sound, Vineyard Sound, and eastern Buzzards Bay. We will partner with the Buzzards Bay Coalition (BBC) as a subcontractor for the effort in eastern Buzzards Bay. This program will continue to provide valuable baseline data on nutrients (nitrogen, phosphorous), water temperature, salinity, dissolved oxygen concentrations, chlorophyll and turbidity for the Cape's surrounding coastal waters. The CCS has monitored Cape Cod Bay continuously for 15 years and Nantucket Sound for six years. The BBC has continuously monitored Buzzards Bay for 29 years and in 2012 added stations in Vineyard Sound. Data from each organization's monitoring program are made available on their respective websites.

According to the updated 208 Plan all of Cape Cod's groundwater flows to surrounding coastal waters; much of it flows first into the coastal embayments. Rapidly increasing residential and commercial development on Cape Cod has greatly impacted the environment. Groundwater, ponds, streams, estuaries and coastal waters are all showing signs of degradation. Contaminated groundwater carrying nutrients—primarily from septic systems that serve 85% of Cape residents—visibly impairs the health of Cape estuaries and coastal waters. The excess nutrients cause algae growth that depletes dissolved oxygen, chokes out native eelgrass, and degrades fish and shellfish habitat.

Experts estimate that Cape Cod towns will need to spend \$4-8 billion in the coming years on new wastewater management projects to reduce the flow of nitrogen into its surrounding waters. It is essential to establish baseline scientific data to guide the upcoming wastewater planning initiatives, and to monitor these waters to track changes, analyze trends, and evaluate the overall condition of the coastal waters surrounding Cape Cod. Monitoring data can be used to identify priority areas for action and to direct these actions to where they can be most effective. The monitoring program will identify not only coastal waters that are degraded, but just as important, coastal waters that are not.

Project goals:

- To contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up the coastal waters of Cape Cod
- To network with Cape and Islands organizations with similar interests in water quality to promote data sharing and education and outreach
- To increase public awareness of the importance of preserving water quality and the actions that can be taken to help eliminate pollution

Project objectives:

- To conduct a water quality monitoring program that provides baseline data on hydrography, nutrients, and other elements in the waters surrounding Cape Cod (Nantucket Sound, Cape Cod Bay and eastern Buzzards Bay).
- To provide data that will enable scientists and decision makers to track changes, analyze trends, and evaluate the overall condition of the waters surrounding Cape Cod (Nantucket Sound, Cape Cod Bay and eastern Buzzards Bay).

Project Summary and Specific Tasks

Water quality monitoring data are useful for evaluating trends only if the same stations are sampled using consistent methodologies. This project will build on the water quality data that have been collected by CCS for over a decade and BBC for over two decades, including the data collected under the County's oversight from 2017-2019. One of the key strengths of these long-term datasets is the information they provide on the long-term water quality trends in the bays and coastal embayments, and thereby help local and state managers make informed science-based decisions about the restoration and protection of these coastal waters. These monitoring programs' efforts also help raise awareness and educate the public on the impacts from human activities on the watersheds and bay marine resources, and help provide information on the relative success of various management actions taken to protect the Bays and Sounds. Both organizations and their collaborators use trained volunteers, or citizen scientists, from the towns to collect some of the water quality data and samples for detailed analysis. These citizen scientists serve as champions for their towns' coastal waters and promote environmental actions at town meetings and in other venues.

CCS, working in partnership with BBC, and in collaboration with Waquoit Bay National Estuarine Research Reserve (WBNERR), Barnstable Clean Water Coalition, the Harwich Natural Resources Department, the Jones River Watershed Association, and trained citizen scientists, will collect water samples and in-situ water quality data from 185 stations located in the coastal waters of Cape Cod Bay, Nantucket Sound, and eastern Buzzards Bay. Twenty-seven of these stations are located in the offshore waters of the Bays and Sounds. The remaining are located in the coastal embayments, ponds, and estuaries on Cape Cod that empty into these waters. Thirty-six of these stations were identified as sentinel stations by the Massachusetts Estuaries Project. The majority of these stations will be sampled bi-weekly, May – October, with a select subset sampled year round. The samples will be analyzed for key indicators of environmental health (e.g., total nitrogen, nitrate, nitrite and ammonia, phosphorus, chlorophyll, turbidity, temperature, salinity, dissolved oxygen). The CCS Water Quality Laboratory and the Marine Biological Laboratory (MBL) in Woods Hole will conduct all sample analyses for basic water quality parameters. An interlaboratory comparison between CCS and MBL of 50 samples taken during June of 2019 for all nutrient and chlorophyll parameters indicated that sampling and processing methods between the two organizations were comparable.

CCS will work with the Barnstable County Department of Health and Environment and the Cape Cod Commission to organize and conduct regional public meetings to discuss the results of the monitoring program and other coastal research activities.

Task 1: Preparation of Volunteers and Collaborating Institutions

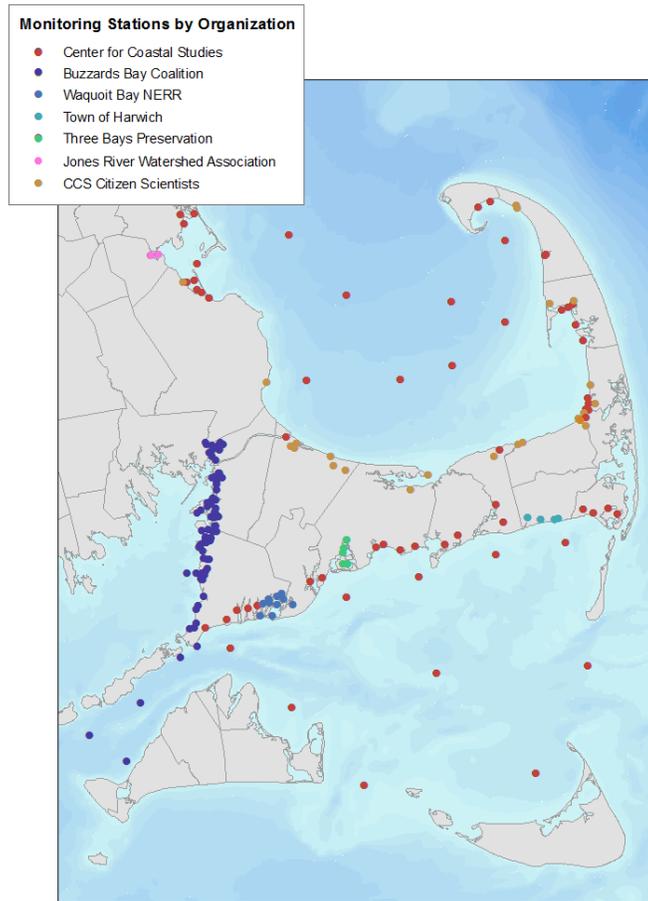
CCS will provide training in field safety and sampling protocols to volunteers and staff from collaborating organizations that will be involved in the Cape Cod Bay and Nantucket Sound field work. Sampling supplies (sample containers, filters, field equipment) will be distributed at this time. BBC will provide a similar service for the volunteers working in Buzzards Bay and Vineyard Sound.

Task 2: Water Quality Sample Collection:

Sample Collection: Water quality data and samples for analyses of water quality parameters will be collected from stations located throughout Cape Cod Bay, Buzzards Bay and Nantucket Sound and the embayments, creeks, and ponds along the shoreline of Cape Cod (Figure 1) from stations that have historically been

sampled by CCS and BBC as well as sentinel stations established by the Massachusetts Estuaries Project (MEP).

CCS staff will sample all offshore stations in Cape Cod Bay and Nantucket Sound using one of their research vessels. Stations located closer to the shoreline will be sampled either by kayak or by small boat. Many stations are accessible from shore by wading in or sampling off of a dock. CCS staff will work with volunteers to cover these locations. CCS will also partner with the Natural Resources Department of the Town of Harwich to sample the four designated sentinel stations within Harwich Town waters; with the Barnstable Clean Water Coalition to sample five stations within the Three Bays system including the one identified as a sentinel station; with Waquoit Bay National Estuarine Research Reserve to sample ten stations located within Waquoit Bay and its surrounding watershed; and with the Jones River Watershed Association to sample two stations within the Jones River watershed.



BBC will sample the stations located on the eastern shore of Buzzards Bay and within Vineyard Sound, including those identified as sentinel stations by the MEP.

These stations will be sampled by BBC staff and trained volunteers.

Figure 1: Station Locations

Sampling Schedule. Samples from tidal embayments, harbors, coastal ponds, creeks, and estuaries will be collected during the outgoing tide, targeting mid to late ebb flow (3-5 hours after high tide). Sampling of the offshore waters of Cape Cod Bay, Nantucket Sound and Vineyard Sound is not tidal dependent. Sampling frequency and duration will, at a minimum, reflect what has been done historically at these stations. Because of the importance of documenting nutrient levels during the winter, typically the season when highest nitrate concentrations are observed, a subset of stations will be sampled in February. (Details on sampling schedule and parameters for each monitoring station are given in Appendix 1.)

Deliverables

- Coordinated effort among CCS, BBC and other Cape and Islands organizations to conduct water quality monitoring
- Network of trained volunteers and staff in proper field collection protocols

- Collection of environmental data and water samples for analysis (approximately 2000 total samples collected)

Task 3: Water Quality Sample Analyses: The methods for analysis of water quality parameters are discussed in detail in the CCS Laboratory Quality Assurance (QA) Plan, which has been approved by DEP, CZM, and EPA. The BBC will work in close partnership with the Ecosystems Center at the Marine Biological Laboratory (MBL) for sample analyses also using a QA Project Plan that is approved by DEP and EPA. Methods of analysis used by CCS and MBL are similar, ensuring that the laboratory results for all samples will be comparable.

Deliverables

- Analysis of all water samples using standardized protocols approved by DEP (approximately 2000 samples analyzed)

Task 4: Project Management, Data Synthesis and Reporting:

Reporting of water quality data that has gone through a quality assurance/quality control protocol will be submitted to the County point of contact in the format designated by the County for use and review by February 1, 2021. A water quality report will be submitted along with the data. This report will include data synthesis, summary graphics and comparisons to existing TMDLs previously established by the Massachusetts Estuaries Project for the sentinel stations included in this monitoring effort. Other notable findings such as interannual variation and trends in data will be included in the report.

Deliverables:

Data Sets will be annotated and aggregated as follows:

- A notes page with the following documentation:
 - GPS coordinates for all sampling stations;
 - Definitions for all terms; and
 - Conversion of micro-Moles (μM) to milligrams per liter (mg/L) for nitrogen species (nitrate+nitrite, ammonium, total nitrogen), phosphorus species (ortho-phosphate and total phosphorus) and particulate organic carbon (POC).
- Confirmation that these are the standard conversion factors currently being used for the overall water quality monitoring programs:
 - $\mu\text{M N} (10^{-6} \text{ M/L}) \times 0.0140067 = \text{mg N/L}$
 - $\mu\text{M C} \times 0.012011 = \text{mg C/L}$
 - $\mu\text{M PO}_4 \times 0.03097376 = \text{mg P/L}$
- Summarization of the source data in each column, including:
 - If the value is a direct measurement;
 - Where measurement is made (field/lab);
 - Field sampling equipment and technique (particularly for DO), laboratory used for analysis, laboratory method and instrumentation used, and the instrument's limit of detection;
 - Filter size and standard method used for particulates;
 - If the value is calculated, what calculations are performed; and

- If applicable, comments as to why SOPs were not utilized and details concerning alternative methodology used.
- Aggregation of data into existing data sets provided under a previous contract with the County
- Report summarizing current water quality in the context of historical data

Timeline

Task 1: Preparation of Volunteers and Collaborating Institutions

Task 2: Water Quality Sample Collection

Task 3: Water Quality Sample Analyses

Task 4: Project Management, Data Synthesis and Reporting

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task 1												
Task 2												
Task 3												
Task 4												

Summary

This proposal demonstrates the ability of CCS and the key CCS and BBC staff identified in this proposal to conduct the duties outlined in this RFP for a Water Quality Monitoring Program. Key staff have at least 15 years of experience with conducting monitoring programs similar in size and scope to that requested in this RFP. Dr. Costa, the director of this proposed water quality monitoring program also has over 20 years of experience managing, interpreting, and reporting data, as well as presenting these data in a way that broadens citizen understanding of water quality issues. CCS also meets the criteria of having a state certified laboratory for sample analysis (MassDEP approved Lab QA Plan included is available on request). This laboratory was recently renovated with funds awarded from a National Science Foundation (NSF) Grant. These funds, totaling approximately \$300,000 were used solely to improve the analytical capabilities of the laboratory.

The sub-contractor, BBC, also meets or exceeds all criteria outlined in the RFP. The partnership between these institutions brings over 40 years of combined experience monitoring the water quality of the coastal waters of Massachusetts.

In addition to committing a substantial amount of CCS’s own operational funds to this program, both CCS and BBC have demonstrated the ability to match and/or leverage County funds during the previous funding cycle. For example, CCS was able to expand on this program with funding from the Massachusetts Environmental Trust to identify and quantify the specific sources of nitrogen in the coastal waters of a select number of coastal estuaries on Cape Cod through stable isotope analysis. Additional planned projects for

2020-2022 that will leverage these funds include coastal acidification monitoring (funded through MassDMF), bacteria monitoring (funded through MassDEP), and understanding the cause of low dissolved oxygen events in Cape Cod Bay (funds requested from Sea Grant).

Background – Program Partners

Proposer: Center for Coastal Studies

The Center for Coastal Studies (CCS) was founded in 1976 as an independent nonprofit, membership-supported research and education institution. Its mission is to conduct scientific research on marine animals and coastal and marine habitats of the western North Atlantic; to promote marine conservation through directed research, public policy and management strategies; to conduct educational activities to promote public stewardship; and to create collaborations wherever possible to advance this work.

Sub-Contractor: Buzzards Bay Coalition

The Buzzards Bay Coalition, founded in 1987, is a membership-supported nonprofit organization dedicated to the restoration, protection, and sustainable use and enjoyment of our irreplaceable Bay and its watershed. The Coalition works to improve the health of the Bay ecosystem for all through education, conservation, research and advocacy.

Qualifications to Conduct a Coastal Water Quality Monitoring Program

Center for Coastal Studies

CCS is conducting the longest-running and only bay-wide monitoring in Cape Cod Bay, and the only comprehensive water quality monitoring in Nantucket Sound. The Cape Cod Bay Monitoring Program began in 2000 to document a baseline of physical, chemical and biological oceanographic data through which the ecology of Cape Cod Bay could be assessed. A key element of this monitoring was tracking of diagnostic indicators of “sewage nitrogen” in response to public concerns over the relocation of the Massachusetts Water Resources Authority (MWRA) municipal wastewater discharge outfall tunnel and its potential to impact the waters of Cape Cod Bay. Following standard EPA guidelines, CCS’s study complemented and expanded upon the MWRA’s monitoring program by adding a significant number of monitoring sites within Cape Cod Bay from 2000-2002. Between 2003 and 2005 the Center maintained a limited monitoring program, and in 2006 expanded both the number of variables to be assessed and the number of stations throughout the Bay. Findings of this long-term monitoring program have indicated an overall decline in environmental conditions at about one third of the stations monitored, primarily in the inshore regions of the Bay. Significantly, this decline is occurring in the waters that are in the highest demand for human activities such as swimming, boating, fishing, and shellfishing.

In 2010 CCS initiated its Nantucket Sound Water Quality Monitoring Program, sampling at nine stations throughout the Sound. CCS currently collects samples at over 100 stations throughout Cape Cod Bay and Nantucket Sound, which are analyzed for key indicators of environmental health (i.e. nitrogen, phosphorus, chlorophyll, turbidity, temperature, salinity, dissolved oxygen) by scientists at the CCS state-certified laboratory, under its state-certified QAPP. The information collected through this monitoring program is

expanding our understanding of how human activities and management actions affect our surrounding water bodies.

CCS's website has a link to an interactive tool that allows the user to obtain analyzed data by station, by month and by year. Cumulative data are also available on the site: <http://www.capecodbay-monitor.org/>

CCS has made a number of public presentations about its water quality monitoring programs, including organized workshops and conferences including the New England Association of Environmental Biologists (NEAB) Meeting, the New England Estuarine Research Society (NEERS) Conference, the International Conference on Shellfish Restoration (ICSR), the Cape Cod Coastal Conference, and the Wellfleet Harbor Conference.

Qualifications of Key Staff

Project Manager:

Amy Costa, Ph.D. is Director of the Cape Cod Bay Environmental Monitoring Program at the Center for Coastal Studies. She holds a PhD in Biological Oceanography from the University of Rhode Island. Her current research addresses the physical and anthropogenic stresses on water quality, focusing specifically on nutrient loading, and tracing these effects through the food web. Additional research interests focus on eelgrass ecosystems including baseline studies addressing the distribution, coverage, and productivity of eelgrass and the physical and biological factors affecting this ecosystem. She is an adjunct faculty member of the Department of Environmental and Earth Sciences at the University of Massachusetts, Boston.

Duties and Responsibilities: Dr. Costa will direct and oversee all aspects of this project. She will oversee the training of volunteers and collaborating organizations, participate in sample collection and laboratory analyses, and prepare all data and written reports. She will also work with the County in developing their capacity to monitor for CECs.

Field and Laboratory Research Assistants:

Jennifer Burkhardt has a BA in Biology from the University of Rhode Island. She is the research assistant for the Water Quality Monitoring Program at the Center for Coastal Studies. Her responsibilities include recruiting and training citizen scientists and assisting with field work and laboratory analyses.

Troy Wood has a BS in Natural Resources from the University of Connecticut. He is the laboratory technician for the Water Quality Monitoring program at the Center for Coastal Studies. His responsibilities include managing daily operations in the lab, including sample preparation, analysis and QA/QC as well as some field work.

Duties and Responsibilities: Ms. Burkhardt will be involved in the training and equipping of volunteers and collaborating organizations, field work and laboratory analyses. Mr. Wood will be involved in field work and laboratory analyses.

Captain and Marine Operations:

Marc Costa is the Captain and Director of Marine Operations at the Center for Coastal Studies. He has worked at PCCS since 2001 and has been involved in many programs including the Right Whale Habitat Studies Program, the Humpback Program, and is co-investigator with Dr. Amy Costa on the Cape Cod Bay Environmental Monitoring Program. Marc received his USCG 100 ton Master's license in 1999. In his current position as well as both a charter boat captain and commercial fisherman, he has gained extensive

experience in vessel operation, maintenance, and repair. Although most of his time is spent in Massachusetts' waters, he has captained vessels along the entire east coast.

Duties and Responsibilities: Capt. Costa will oversee field work and sample collection. He will be in charge of all vessel operation and maintenance.

Buzzards Bay Coalition

To achieve its Vision, the BBC is committed to using the best information possible to direct its strategy and actions. Since 1992, the BBC has made monitoring local waters a major priority of the organization. For 25 years, BBC's Baywatchers Monitoring Program (Baywatchers) has collected basic water quality, nutrient, and algal pigment information around Buzzards Bay and educated the public on their local water quality. This effort has directly engaged over 1,000 citizen scientists and has resulted in an impressive dataset that reveals long-term trends as well as interannual variability at over 200 locations dispersed all around the Buzzards Bay, including its tributaries, harbors, coves, and open waters. In 2012, the Baywatchers program expanded to include monitoring of Vineyard Sound waters.

In addition to measurements made by volunteers, Baywatchers has partnered with research institutions to do targeted more in-depth analysis of nutrient parameters and to provide additional support for data analysis. Initially, the program partnered with WHOI scientists and the partnership continued when, in 1997, the scientists moved to the School of Marine Science and Technology at UMass-Dartmouth (SMAST). Beginning in 2009, Baywatchers has been run in partnership with the Ecosystems Center at the Marine Biological Laboratory (Ecosystems Center MBL) in Woods Hole, MA. In partnership with these world class academic institutions, Baywatchers has made over 16,500 nitrogen and over 62,000 dissolved oxygen measurements.

Baywatchers data have proved indispensable for DEP and EPA officials charged with managing water quality. The data has been used by state and federal officials to determine whether waters should be considered impaired on the State's 303(d) list, in the development of both Groundwater Discharge and National Pollution Discharge Elimination System permits, as the foundation of the Massachusetts Estuaries Project (MEP) reports that are subsequently used to develop nitrogen Total Maximum Daily Loads (TMDLs), and by town officials making decisions about local initiatives. The data developed by Baywatchers is a critical resource, not only for guiding those who are charged with protecting water quality, but for watershed residents that use and are concerned about the health of their coastal waters. To inform local residents on the health of their local waters, the BBC summarizes its water quality data into an easy to understand Bay Health Index that scores embayment health from 0 to 100. The Bay Health Index and supporting data are presented in graphical form on our website: <http://www.savebuzzardsbay.org/bay-health/> and on about 100 physical signs around Buzzards Bay.

The BBC has proven its ability to effectively manage the Program by, year after year, recruiting and training volunteer citizen scientists from every community around the Bay, and coordinating sample collection and data management. The MBL has a long history of research on coastal processes. The analytical methods employed for this program are approved by DEP and EPA and have been used by the MBL in the measurement of water quality in a variety of programs such as the Plum Island Ecosystem-Long Term Ecological Research (LTER) site, Arctic LTER, ecosystem monitoring in Boston Harbor, and many other federally-supported programs. Since 2009, the project partners have worked to deliver high quality data from across the Bay and Vineyard Sound in a timely manner.

Qualifications of Key Staff

Project Management:

Rachel Jakuba, Ph.D. is the BBC's Science Director. Dr. Jakuba received her Ph.D. in chemical oceanography from the Massachusetts Institute of Technology – Woods Hole Oceanographic Institution Joint Program and her Bachelor's of Science from the University of Georgia. She is a marine chemist who, since 2011, oversees the BBC's monitoring and research activities. Prior to joining the Coalition, Dr. Jakuba managed a \$2M, three-year project on innovative watershed management techniques to restore a heavily degraded river in Sydney, Australia. Dr. Jakuba spent time at the EPA as an AAAS Science & Technology Policy Fellow, working on a range of environmental policy and management issues including harmful algae blooms and pollution from large cruise ships.

Monitoring Program Coordinator:

Tony Williams is the BBC's Director of Monitoring Programs. Mr. Williams has managed the Baywatchers Monitoring Program for over 20 years. He will be responsible for preparation of volunteer sampling equipment, volunteer training and coordination, and data quality assurance. Since 1996, Mr. Williams has shown his capability to engage and train volunteers and maintain excellent records and a high fidelity database of sampling results. Mr. Williams has spent his career working on environmental sample collection and processing. Mr. Williams has a B.S. from Northland College.

Laboratory Analysis:

Christopher Neill, Ph.D. is an Adjunct Senior Scientist at the MBL Ecosystems Center and Senior Scientist at the Woods Hole Research Center. Dr. Neill will oversee sample analysis, which his lab at the MBL has performed for five years. Dr. Neill has over 20 years of experience in ecosystem research focusing on how changes in land use and other human activities alter the structure of ecosystems. Dr. Neill received his Ph.D. and M.S. from the University of Massachusetts Amherst and his B.S. from Cornell University.

Appendix 1: Sampling Schedule and Parameters

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Offshore																	
Cape Cod Bay	5N	42.009	-70.139	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	5S	41.910	-70.140	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	6M	41.935	-70.229	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	6S	41.857	-70.228	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	7S	41.841	-70.314	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	8M	41.946	-70.400	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	9N	42.020	-70.494	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	9S	41.842	-70.468	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Nantucket Sound	NTKS_1	41.343	-70.382	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_3	41.355	-70.103	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_4	41.486	-70.015	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_6	41.479	-70.262	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_8	41.440	-70.498	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_10	41.513	-70.597	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_12	41.574	-70.407	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_13	41.598	-70.289	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_16	41.638	-70.047	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_14	41.624	-70.162	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Cape Cod - Bay Side																	
Barnstable	Barnstable Harbor	41.723	-70.271	x	x	x			x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Barnstable	Millway	41.705	-70.299	x	x	x			x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Brewster	Paines	41.761	-70.114	x	x	x			x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Brewster	Quivet Marsh	41.759	-70.123	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Dennis	Inner Sesuit Harbor	41.752	-70.154	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Dennis	Sesuit Creek	41.745	-70.163	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Boat Meadow	41.807	-70.006	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	First Encounter	41.815	-70.006	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Sunken Meadow	41.886	-70.013	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Inner Boat Meadow	41.807	-69.996	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Cole Road Brook	41.830	-70.003	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Inner Rock Harbor	41.800	-70.006	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Namskaket	41.790	-70.023	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Rock Harbor	41.801	-70.010	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Little Namskaket	41.797	-70.014	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Inner Namskaket	41.788	-70.020	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Upper Namskaket	41.781	-70.011	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Provincetown	Holiday Inn	42.058	-70.162	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Provincetown	MacMillan	42.051	-70.182	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Canal	41.772	-70.503	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Boardwalk	41.765	-70.485	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Inner Scorton Creek	41.747	-70.429	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Old Harbor-6A	41.761	-70.496	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Old Harbor-Dewey	41.758	-70.489	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Scorton Creek-6A	41.737	-70.426	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Scorton Creek-Jones Lane	41.731	-70.406	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Truro	Inner Pamet	41.991	-70.073	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Truro	Pamet River	41.992	-70.071	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Truro	Pilgrim Lake	42.049	-70.118	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Truro	East Harbor	42.053	-70.118	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Blackfish Creek	41.904	-70.025	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Great Island Channel	41.923	-70.048	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Inner Wellfleet Harbor	41.929	-70.029	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Wellfleet Harbor	41.926	-70.036	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Herring River Wellfleet	41.931	-70.067	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Duck Creek	41.934	-70.027	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth/Kingston/Duxbury																	
Duxbury	D1	42.036	-70.667	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Duxbury	D3	42.048	-70.649	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Kingston	C3	41.986	-70.645	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Duxbury	Bluefish Creek	42.046	-70.672	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Eel River Kingston	41.951	-70.639	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Upper Eel River Kingston	41.944	-70.626	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	P1	41.964	-70.662	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	P2	41.954	-70.646	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	P3	41.965	-70.651	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Ellisville	41.840	-70.533	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Inner Jones River	41.998	-70.710	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Plymouth Harbor	41.964	-70.668	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Plymouth	Jones River Landing	41.997	-70.722	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Type Cod - Nantucket Sound Side																	
Barnstable	Halls Creek	41.631	-70.318	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Centerville-E	41.639	-70.345	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Centerville-W	41.635	-70.358	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Lewis Bay	41.638	-70.245	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Cotuit Bay	41.615	-70.412	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Narrows	41.629	-70.412	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	North Bay	41.634	-70.410	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Rushy Marsh	41.599	-70.446	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Stewarts Creek	41.636	-70.293	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Warrens Cove	41.645	-70.406	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	West Bay	41.615	-70.405	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Taylor's Pond	41.678	-70.017	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Oyster Pond-Chatham	41.679	-69.977	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Mitchel River	41.671	-69.962	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Sulfur Spring	41.674	-70.002	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Bournes Pond	41.565	-70.553	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Childs River	41.573	-70.534	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Eel River Falmouth	41.567	-70.544	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Falmouth Inner Harbor	41.549	-70.602	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Green Pond	41.562	-70.568	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Great Pond	41.560	-70.586	x	x						x	x	x	x			every 2 weeks, mid May - mid October

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency	
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC		
Falmouth	Hamblin Pond	41.573	-70.511	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Jehu Pond	41.566	-70.495	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Oyster Pond-Falmouth	41.539	-70.638	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Quashnet River	41.580	-70.514	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Waquoit Bay	41.566	-70.521	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Seapit River	41.569	-70.534	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	N Waquoit Bay	41.576	-70.520	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Menauhant	41.553	-70.549	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	S Waquoit Bay	41.553	-70.529	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Saquatucket Harbor	41.667	-70.059	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Wychmere	41.667	-70.066	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Allen Harbor	41.667	-70.089	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Herring River Harwich	41.669	-70.109	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Mashpee	Popponeset Bay	41.594	-70.466	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Yarmouth	Bass River	41.685	-70.160	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Yarmouth	Parkers River	41.649	-70.223	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Yarmouth	Swan Pond River	41.664	-70.149	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Buzzards Bay - Falmouth																		
Quissett Harbor Outer	QH1	41.539	-70.657	X									X				X	Water Chemistry every 2 weeks from June to
Quissett Harbor Inner	QH2	41.544	-70.653	X	X					X	X	X	X				X	Hydrographic every ~5 days from late May to
Quissett Harbor Outer	QH3	41.537	-70.664	X	X					X	X	X	X				X	Hydrographic every ~5 days from late May to
Flume Pond	FLP1	41.561	-70.653	X	X					X	X	X	X		X	X	X	Hydrographic every ~5 days from late May to
Gunning Point Pond	GPP1	41.566	-70.649	X	X					X	X	X	X		X	X	X	Hydrographic every ~5 days from late May to

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				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicate	Turbidity	Total P	PON & POC	
Little Sippewisset Marsh	LSM1	41.577	-70.641	X	X				X	X	X	X			X	X	Hydrographic every ~5 days from late May to
West Falmouth Snug Harbor	WF11	41.607	-70.638	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Town Dock	WF1N	41.604	-70.639	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Town Dock	WF1X	41.604	-70.639	X	X				X	X	X						Hydrographic every ~5 days from late May to
West Falmouth Snug Harbor	WF2	41.609	-70.637	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
West Falmouth Mid-Harbor	WF4N	41.598	-70.642	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Mid-Harbor	WF4X	41.598	-70.643	X	X				X	X	X						Hydrographic every ~5 days from late May to
West Falmouth Mid-Harbor	WF5N	41.599	-70.645	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Outer	WF6	41.606	-70.643	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Outer	WF9	41.606	-70.652	X					X	X		X				X	Water Chemistry every 2 weeks from June to
Mashapaquit Creek	MAC1	41.611	-70.633	X					X	X		X		X	X		Water Chemistry every 2 weeks in July and
Herring Brook	HB2	41.624	-70.639	X	X				X	X	X	X			X	X	Hydrographic every ~5 days from late May to
Herring Brook Marsh	HB3	41.623	-70.634	X					X	X		X			X	X	Water Chemistry every 2 weeks in July and
Herring Brook Marsh	HB4	41.623	-70.631	X					X	X		X			X	X	Water Chemistry every 2 weeks in July and
Wild Harbor Inner	WH1X	41.641	-70.644	X	X				X	X	X						Hydrographic every ~5 days from late May to
Wild Harbor Inner	WH1N	41.640	-70.645	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Wild Harbor River	WH2	41.633	-70.642	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
Wild Harbor Outer	WH3	41.637	-70.646	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Fiddlers Cove	FC1N	41.648	-70.636	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Fiddlers Cove	FC1X	41.646	-70.637	X	X				X	X	X						Hydrographic every ~5 days from late May to
Fiddlers Cove	FC2	41.644	-70.636	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Rands Harbor	RH2	41.647	-70.629	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Rands Harbor	RH3	41.649	-70.627	X					X	X		X				X	Water Chemistry every 2 weeks in July and

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency	
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicate	Turbidity	Total P	PON & POC		
Rands Harbor	RH1A	41.650	-70.630	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Rands Harbor	RH1	41.646	-70.629	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Buzzards Bay - Falmouth/Bourne shared																		
Megansett Harbor	MG1X	41.656	-70.624	X	X				X	X	X							Hydrographic every ~5 days from late May to
Megansett Harbor	MG1N	41.657	-70.624	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Megansett Harbor	MG2	41.659	-70.632	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Megansett Harbor	MG3	41.650	-70.636	X					X	X			X				X	Water Chemistry measurements made every 2 weeks in July and
Megansett Harbor	MG4	41.659	-70.643	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Squeteague Harbor	SQ1X	41.664	-70.620	X	X				X	X	X							Hydrographic every ~5 days from late May to
Squeteague Harbor	SQ1N	41.657	-70.618	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Squeteague Harbor	SQ2	41.663	-70.622	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Buzzards Bay - Bourne																		
Red Brook Harbor Inner	RB1	41.675	-70.615	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Red Brook Harbor Outer	RB2	41.674	-70.622	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Red Brook Harbor Outer	RB3	41.675	-70.627	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Red Brook Harbor Inner	RB4	41.679	-70.619	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Hen Cove	HC1	41.681	-70.620	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Hen Cove	HC2	41.686	-70.619	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Pocasset Harbor Inner	PC1	41.691	-70.627	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Pocasset Harbor Outer	PC2	41.688	-70.632	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Pocasset Harbor Outer	PC3	41.684	-70.643	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Pocasset Harbor Outer	PC4	41.680	-70.650	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Pocasset Harbor Inner	PC5	41.693	-70.629	X					X	X			X				X	Water Chemistry every 2 weeks in July and

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency	
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicate	Turbidity	Total P	PON & POC		
Pocasset Harbor Inner	PC6	41.693	-70.632	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Pocasset River	PR1	41.696	-70.620	X	X				X	X	X							Hydrographic every ~5 days from late May to
Pocasset River	PR2	41.696	-70.619	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Pocasset River	PR3	41.698	-70.623	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Briarwood Harbor	BW1	41.708	-70.618	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH2	41.715	-70.617	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Phinneys Harbor	PH3	41.718	-70.617	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH4	41.721	-70.617	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH5	41.724	-70.620	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH6	41.723	-70.625	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Eel Pond, Bourne	EP1	41.723	-70.608	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Eel Pond, Bourne	EP2	41.725	-70.611	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Back River	EP3	41.729	-70.613	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Back River	BR1	41.728	-70.614	X	X				X	X	X							Hydrographic every ~5 days from late May to
Taylor Point	TP1	41.745	-70.618	X	X				X	X	X							Hydrographic every ~5 days from late May to
Little Buttermilk Bay	LB1	41.763	-70.613	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Little Buttermilk Bay	LB2N	41.764	-70.605	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Little Buttermilk Bay	LB2X	41.766	-70.610	X	X				X	X	X							Hydrographic every ~5 days from late May to
Red Brook River	RBR1A	41.764	-70.633	X	X				X	X	X		X		X	X	X	Hydrographic every ~5 days from late May to
Red Brook River	RBR2	41.767	-70.635	X	X				X	X	X		X		X	X	X	Hydrographic every ~5 days from late May to
Buttermilk Bay	BB1	41.758	-70.622	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Buttermilk Bay	BB2	41.758	-70.612	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Buttermilk Bay	BB3	41.754	-70.629	X					X	X			X				X	Water Chemistry every 2 weeks in July and

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Buttermilk Bay	BB4	41.749	-70.624	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
Buttermilk Bay	BB5	41.763	-70.625	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Buzzards Bay/Vineyard Sound - Offshore																	
Center Bay	CB2	41.529	-70.846	X		X		X	X	X		X				X	Water Chemistry every 2 weeks in July and
Center Bay Buoy	CBB1	41.567	-70.826	X	X	X		X	X	X	X	X				X	Hydrographic every ~5 days from late May to
Center Bay Outside West Falmou	WF12	41.606	-70.667	X		X		X	X	X		X				X	Water Chemistry every 2 weeks in July and
Manomet Bay	MB1	41.700	-70.684	X	X	X		X	X	X	X	X				X	Hydrographic every ~5 days from late May to
Vineyard Sound	VS1	41.408	-70.829	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS2	41.447	-70.744	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS3	41.376	-70.768	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS4	41.503	-70.680	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS5	41.516	-70.652	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to

Type of measurement	Parameter
Core Hydrographic Data	Temperature
	Salinity
	Depth of sensor
Optional Hydrographic Data	Dissolved oxygen
	pH
	PAR
	Chlorophyll fluorescence
	Secchi disk depth
	Total water depth
	Current weather (including Beaufort Scale and wind direction)
Type of measurement	Parameter
Core Water chemistry	Nitrate + nitrite
	Ammonium
	Total nitrogen
	Ortho-phosphate
	Extracted chlorophyll
	Extracted pheophytin
Optional Water chemistry	Silicate
	Turbidity
	Total phosphorus
	Particulate Organic Nitrogen
	Particulate Organic Carbon

ATTACHMENT B

Bid Response Form

The undersigned BIDDER proposes and agrees that the proposal is based upon the items described in the Invitation for Bid documents and that the requirements have been read and understood by the proposer.

Bidder acknowledges addenda numbered _____

Signed: Richard Delaney Print Name: Richard Delaney

Company: Center for Coastal Studies

Business Address: 5 Holway Avenue

Provincetown, MA 02657

Phone: 508-487-3622 Fax: N/A

Email: delaney@coastalstudies.org Date: 4/3/2020

Water Quality Monitoring Program - Price Proposal

Name	Title	Hourly Rate	Responsibility
Amy Costa	Associate Scientist	\$36.10	Director of project. Oversees all aspects of field work, lab analyses, and data management and reporting
Jennifer Burkhardt	Research Assistant	\$22.83	Assists with field work, lab work, and data synthesis
Troy Wood	Laboratory Technician	\$21.05	Assists with field work, lab work, and data synthesis
Marc Costa	Captain	\$22.82	Oversees field work and vessel operations

	Requested	Match	Total
Task 1: Preparation of Volunteers and Collaborating Institutions			
Personnel			
Amy Costa (40 hrs)	\$1,444		\$1,444
Jennifer Burkhardt (40 hrs)	\$913		\$913
fringe (20%)		\$472	\$472
Non-Personnel			
Equipment and Supplies	\$2,500		\$2,500
Overhead (50.31%)	\$938	\$1,743	\$2,681
Task 2: Water Quality Sample Collection			
Personnel			
Amy Costa (400 hrs)	\$14,440		\$14,440
Jennifer Burkhardt (600 hrs)	\$13,698		\$13,698
Marc Costa (400 hrs)	\$9,128		\$9,128
fringe (20%)		\$7,480	\$7,480
Non-Personnel			
Equipment and Supplies	\$15,000		\$15,000
Vessel Time	\$20,500	\$42,500	\$63,000
Travel/Mileage/Towing	\$1,925		\$1,925
Collaborating Organizations			
WBNERR		\$15,344	\$15,344
Barnstable Clean Water Coalition		\$2,860	\$2,860
Town of Harwich		\$2,750	\$2,750
Jones River Watershed Association		\$2,000	\$2,000
Citizen Scientists (500 hrs @ \$25.43/hr)*		\$12,715	\$12,715
Overhead (50.31%)	\$28,233	\$52,434	\$80,667
Task 3: Water Quality Sample Analyses			
Personnel			
Amy Costa (300 hrs)	\$10,830		\$10,830
Jennifer Burkhardt (400 hrs)	\$9,132		\$9,132
Troy Wood (1000 hrs)	\$21,050		\$21,050
fringe (20%)		\$8,202	\$8,202
Non-Personnel			
Equipment and Supplies	\$16,000		\$16,000
Overhead (50.31%)	\$11,483	\$21,326	\$32,809
Task 4: Project Management, Data Synthesis and Reporting			
Personnel			
Amy Costa (500 hrs)	\$18,050		\$18,050
Jenny Burkhardt (100 hrs)	\$2,283		\$2,283
Troy Wood (200 hrs)	\$4,210		\$4,210
fringe (20%)		\$4,909	\$4,909
Overhead (50.31%)	\$5,186	\$9,631	\$14,817
Sub-Contractor			
Buzzards Bay Coalition	\$40,000		\$40,000
Overhead (5% contracted)	\$2,000		\$2,000
TOTAL	\$248,944	\$184,365	\$433,310

*Federal Rate for Volunteers

ATTACHMENT C - Amendment 1

This amendment number 1 (“the Amendment”) made this 6th day of May 2020 by Barnstable County (the “County”) and Center for Coastal Studies. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on May 6, 2020 (the “Contract”).

Whereas, the parties wish add terms and conditions to the contract for services; and

Whereas, Section 7 of the Contract, entitled “Changes,” allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

Now Therefore, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

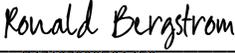
26. This contract is subject to funding availability. The County’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise until funds are made available to the Cape Cod Commission for this contract and until the Contractor receives notice of such availability, to be confirmed by the issuance of a purchase order.

All remaining terms and conditions shall continue in full force and effect.

In Witness Whereof, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first written above.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

DocuSigned by:

B47187903E8A4F6...
Ronald Bergstrom, Chairman

5/22/2020

Date

FOR THE CONTRACTOR:

Center for Coastal Studies

DocuSigned by:

66897A6704FE473
Richard Delaney, President & CEO

5/21/2020

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:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

May 1, 2020

MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7908 RFP for Water Quality Monitoring

Barnstable County issued a Request for Proposal (#7908) for Water Quality Monitoring for the purpose of conducting a water quality monitoring program from stations located throughout Cape Cod Bay, Buzzards Bay and Nantucket Sound and its embayments.

One proposal was received from Center for Coastal Studies for an annual cost of \$248,944. The term of the contract will be for one year.

Please vote to award the bid and authorize the execution of contract with, Center for Coastal Studies, as the responsive, responsible bidder offering the most advantageous proposal.

Thank you

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

DATE: April 28, 2020

TO: Jennifer Frates, Chief Procurement Officer

FROM: Gail Coyne, Operations Director

RE: Water Quality Monitoring RFP - #7908

On April 21, 2020 one proposal was received from the Center for Coastal Studies (CCS) in response to the County's Request for Proposals to conduct a water quality monitoring program from stations located throughout Cape Cod Bay, Buzzards Bay and Nantucket Sound and its embayments.

The proposal evaluation team was comprised of the Commission's Deputy Director Erin Perry, Natural Resources Manager Heather McElroy and Water Resources Analyst Tim Pasakarnis.

After reviewing the technical proposal, the team determined that it met the minimum criteria and received an overall Highly Advantageous rating on the comparative criteria. Copies of these evaluations have been provided to you. The CCS has over 15 years of monitoring and data management experience, maintains an approved QA Project Plan and operates a state certified analytical laboratory for sample analysis; its project manager has 20+ years of experience and has managed this regional monitoring program in previous years. CCS is partnering with the Buzzards Bay Coalition, which also has extensive experience. Subsequent to the technical evaluation, the cost proposal was reviewed. CCS proposed a cost of \$248,944; additionally, it proposes to match this program's funding with its own operating and leveraged grant funds, enhancing the overall program.

Based on this review and in the best interest of the County, the evaluation team recommends that the Center for Coastal Studies be awarded the contract.



COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

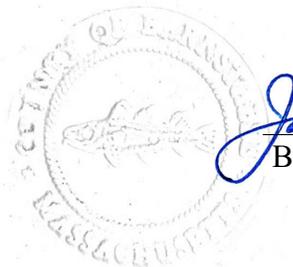
At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the sixth day of May, A.D. 2020, motion by Commissioner Beaty to authorize the award of a contract to and execution of a contract with, Center for Coastal Studies in the amount of \$248,944.00, for the purpose of conducting a water quality monitoring program from stations located throughout Cape Cod Bay, Buzzards Bay, and Nantucket Sound and its embayments, for a period from May 6, 2020 through May 5, 2021, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 6, 2020



Janice O'Connell
Barnstable County Regional Clerk

Bid# 7908
Contract# 500-20-7908

**Contract for Services
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

And

**Center for Coastal Studies
5 Holway Avenue
Provincetown, MA 02657**

THIS AGREEMENT is made this **6th day of May, 2020** by and between **Center for Coastal Studies** (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A: Product Description and Appendix 1: Sampling Schedule and Parameters consisting of twenty (20) pages attached hereto and incorporated herein.

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:
Attachment C, Amendment 1 consisting of one (1) page

4. Time of Performance.

May 6, 2020
Start Date

May 5, 2021
End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Kristy Senatori, Executive Director, Cape Cod Commission**

6. Payment:

- A. The County shall compensate the Contractor for the services rendered at the rates per **Attachment B.**
- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly____, Quarterly____, Other (specify)_____.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$_____. OTHER Expenses shall be limited to:_____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$248,944.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor 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.

8. 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.

9. Amendments. 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 Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

10. 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 11246.

11. 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 County. 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 County shall have the right to obtain a copy of the subcontract upon request.

12. 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.

13. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. 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 thereto; provided, however that claims for money due or to become due the Contractor from the County 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.

15. 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.

16. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County 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.

17. **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 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.

18. **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.

19. **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.

20. **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 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.

21. **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.

22. **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 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 requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

23. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement 5/22/2020.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

DocuSigned by:
Ronald Bergstrom
B47487903E8A4F6...

Ronald Bergstrom, Chairman

5/22/2020

Date

FOR THE CONTRACTOR:

Center for Coastal Studies

DocuSigned by:
Richard Delaney
66697A6704EE473...

Richard Delaney, President & CEO

5/21/2020

Date

Attachment A: Project Description

Project Description

The Center for Coastal Studies (CCS) is seeking funding to continue to conduct a water quality monitoring program in Cape Cod Bay, Nantucket Sound, Vineyard Sound, and eastern Buzzards Bay. We will partner with the Buzzards Bay Coalition (BBC) as a subcontractor for the effort in eastern Buzzards Bay. This program will continue to provide valuable baseline data on nutrients (nitrogen, phosphorous), water temperature, salinity, dissolved oxygen concentrations, chlorophyll and turbidity for the Cape's surrounding coastal waters. The CCS has monitored Cape Cod Bay continuously for 15 years and Nantucket Sound for six years. The BBC has continuously monitored Buzzards Bay for 29 years and in 2012 added stations in Vineyard Sound. Data from each organization's monitoring program are made available on their respective websites.

According to the updated 208 Plan all of Cape Cod's groundwater flows to surrounding coastal waters; much of it flows first into the coastal embayments. Rapidly increasing residential and commercial development on Cape Cod has greatly impacted the environment. Groundwater, ponds, streams, estuaries and coastal waters are all showing signs of degradation. Contaminated groundwater carrying nutrients—primarily from septic systems that serve 85% of Cape residents—visibly impairs the health of Cape estuaries and coastal waters. The excess nutrients cause algae growth that depletes dissolved oxygen, chokes out native eelgrass, and degrades fish and shellfish habitat.

Experts estimate that Cape Cod towns will need to spend \$4-8 billion in the coming years on new wastewater management projects to reduce the flow of nitrogen into its surrounding waters. It is essential to establish baseline scientific data to guide the upcoming wastewater planning initiatives, and to monitor these waters to track changes, analyze trends, and evaluate the overall condition of the coastal waters surrounding Cape Cod. Monitoring data can be used to identify priority areas for action and to direct these actions to where they can be most effective. The monitoring program will identify not only coastal waters that are degraded, but just as important, coastal waters that are not.

Project goals:

- To contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up the coastal waters of Cape Cod
- To network with Cape and Islands organizations with similar interests in water quality to promote data sharing and education and outreach
- To increase public awareness of the importance of preserving water quality and the actions that can be taken to help eliminate pollution

Project objectives:

- To conduct a water quality monitoring program that provides baseline data on hydrography, nutrients, and other elements in the waters surrounding Cape Cod (Nantucket Sound, Cape Cod Bay and eastern Buzzards Bay).
- To provide data that will enable scientists and decision makers to track changes, analyze trends, and evaluate the overall condition of the waters surrounding Cape Cod (Nantucket Sound, Cape Cod Bay and eastern Buzzards Bay).

Project Summary and Specific Tasks

Water quality monitoring data are useful for evaluating trends only if the same stations are sampled using consistent methodologies. This project will build on the water quality data that have been collected by CCS for over a decade and BBC for over two decades, including the data collected under the County's oversight from 2017-2019. One of the key strengths of these long-term datasets is the information they provide on the long-term water quality trends in the bays and coastal embayments, and thereby help local and state managers make informed science-based decisions about the restoration and protection of these coastal waters. These monitoring programs' efforts also help raise awareness and educate the public on the impacts from human activities on the watersheds and bay marine resources, and help provide information on the relative success of various management actions taken to protect the Bays and Sounds. Both organizations and their collaborators use trained volunteers, or citizen scientists, from the towns to collect some of the water quality data and samples for detailed analysis. These citizen scientists serve as champions for their towns' coastal waters and promote environmental actions at town meetings and in other venues.

CCS, working in partnership with BBC, and in collaboration with Waquoit Bay National Estuarine Research Reserve (WBNERR), Barnstable Clean Water Coalition, the Harwich Natural Resources Department, the Jones River Watershed Association, and trained citizen scientists, will collect water samples and in-situ water quality data from 185 stations located in the coastal waters of Cape Cod Bay, Nantucket Sound, and eastern Buzzards Bay. Twenty-seven of these stations are located in the offshore waters of the Bays and Sounds. The remaining are located in the coastal embayments, ponds, and estuaries on Cape Cod that empty into these waters. Thirty-six of these stations were identified as sentinel stations by the Massachusetts Estuaries Project. The majority of these stations will be sampled bi-weekly, May – October, with a select subset sampled year round. The samples will be analyzed for key indicators of environmental health (e.g., total nitrogen, nitrate, nitrite and ammonia, phosphorus, chlorophyll, turbidity, temperature, salinity, dissolved oxygen). The CCS Water Quality Laboratory and the Marine Biological Laboratory (MBL) in Woods Hole will conduct all sample analyses for basic water quality parameters. An interlaboratory comparison between CCS and MBL of 50 samples taken during June of 2019 for all nutrient and chlorophyll parameters indicated that sampling and processing methods between the two organizations were comparable.

CCS will work with the Barnstable County Department of Health and Environment and the Cape Cod Commission to organize and conduct regional public meetings to discuss the results of the monitoring program and other coastal research activities.

Task 1: Preparation of Volunteers and Collaborating Institutions

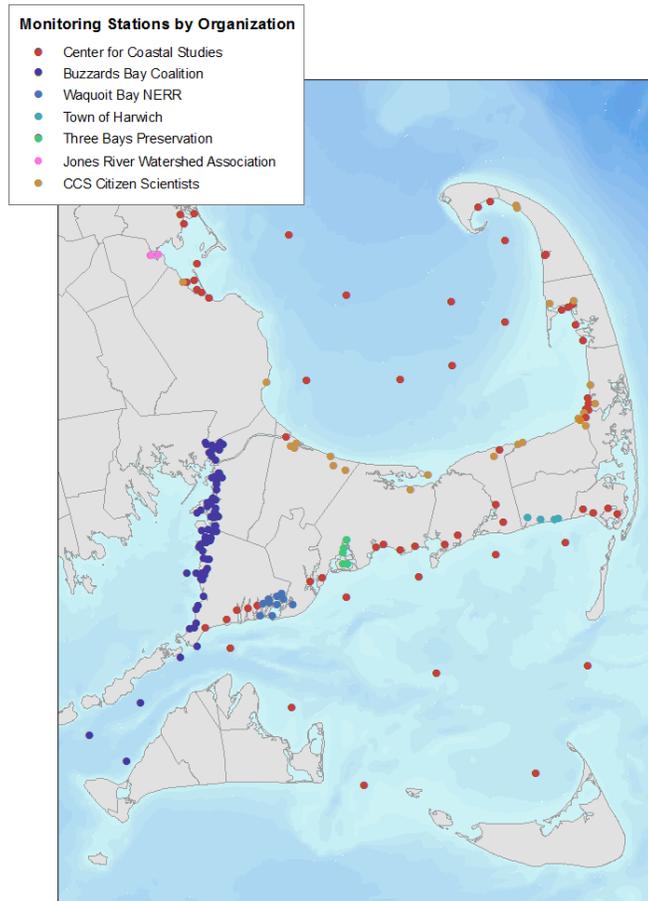
CCS will provide training in field safety and sampling protocols to volunteers and staff from collaborating organizations that will be involved in the Cape Cod Bay and Nantucket Sound field work. Sampling supplies (sample containers, filters, field equipment) will be distributed at this time. BBC will provide a similar service for the volunteers working in Buzzards Bay and Vineyard Sound.

Task 2: Water Quality Sample Collection:

Sample Collection: Water quality data and samples for analyses of water quality parameters will be collected from stations located throughout Cape Cod Bay, Buzzards Bay and Nantucket Sound and the embayments, creeks, and ponds along the shoreline of Cape Cod (Figure 1) from stations that have historically been

sampled by CCS and BBC as well as sentinel stations established by the Massachusetts Estuaries Project (MEP).

CCS staff will sample all offshore stations in Cape Cod Bay and Nantucket Sound using one of their research vessels. Stations located closer to the shoreline will be sampled either by kayak or by small boat. Many stations are accessible from shore by wading in or sampling off of a dock. CCS staff will work with volunteers to cover these locations. CCS will also partner with the Natural Resources Department of the Town of Harwich to sample the four designated sentinel stations within Harwich Town waters; with the Barnstable Clean Water Coalition to sample five stations within the Three Bays system including the one identified as a sentinel station; with Waquoit Bay National Estuarine Research Reserve to sample ten stations located within Waquoit Bay and its surrounding watershed; and with the Jones River Watershed Association to sample two stations within the Jones River watershed.



BBC will sample the stations located on the eastern shore of Buzzards Bay and within Vineyard Sound, including those identified as sentinel stations by the MEP.

These stations will be sampled by BBC staff and trained volunteers.

Figure 1: Station Locations

Sampling Schedule. Samples from tidal embayments, harbors, coastal ponds, creeks, and estuaries will be collected during the outgoing tide, targeting mid to late ebb flow (3-5 hours after high tide). Sampling of the offshore waters of Cape Cod Bay, Nantucket Sound and Vineyard Sound is not tidal dependent. Sampling frequency and duration will, at a minimum, reflect what has been done historically at these stations. Because of the importance of documenting nutrient levels during the winter, typically the season when highest nitrate concentrations are observed, a subset of stations will be sampled in February. (Details on sampling schedule and parameters for each monitoring station are given in Appendix 1.)

Deliverables

- Coordinated effort among CCS, BBC and other Cape and Islands organizations to conduct water quality monitoring
- Network of trained volunteers and staff in proper field collection protocols

- Collection of environmental data and water samples for analysis (approximately 2000 total samples collected)

Task 3: Water Quality Sample Analyses: The methods for analysis of water quality parameters are discussed in detail in the CCS Laboratory Quality Assurance (QA) Plan, which has been approved by DEP, CZM, and EPA. The BBC will work in close partnership with the Ecosystems Center at the Marine Biological Laboratory (MBL) for sample analyses also using a QA Project Plan that is approved by DEP and EPA. Methods of analysis used by CCS and MBL are similar, ensuring that the laboratory results for all samples will be comparable.

Deliverables

- Analysis of all water samples using standardized protocols approved by DEP (approximately 2000 samples analyzed)

Task 4: Project Management, Data Synthesis and Reporting:

Reporting of water quality data that has gone through a quality assurance/quality control protocol will be submitted to the County point of contact in the format designated by the County for use and review by February 1, 2021. A water quality report will be submitted along with the data. This report will include data synthesis, summary graphics and comparisons to existing TMDLs previously established by the Massachusetts Estuaries Project for the sentinel stations included in this monitoring effort. Other notable findings such as interannual variation and trends in data will be included in the report.

Deliverables:

Data Sets will be annotated and aggregated as follows:

- A notes page with the following documentation:
 - GPS coordinates for all sampling stations;
 - Definitions for all terms; and
 - Conversion of micro-Moles (μM) to milligrams per liter (mg/L) for nitrogen species (nitrate+nitrite, ammonium, total nitrogen), phosphorus species (ortho-phosphate and total phosphorus) and particulate organic carbon (POC).
- Confirmation that these are the standard conversion factors currently being used for the overall water quality monitoring programs:
 - $\mu\text{M N (}10^{-6}\text{ M/L)} \times 0.0140067 = \text{mg N/L}$
 - $\mu\text{M C} \times 0.012011 = \text{mg C/L}$
 - $\mu\text{M PO}_4 \times 0.03097376 = \text{mg P/L}$
- Summarization of the source data in each column, including:
 - If the value is a direct measurement;
 - Where measurement is made (field/lab);
 - Field sampling equipment and technique (particularly for DO), laboratory used for analysis, laboratory method and instrumentation used, and the instrument's limit of detection;
 - Filter size and standard method used for particulates;
 - If the value is calculated, what calculations are performed; and

- If applicable, comments as to why SOPs were not utilized and details concerning alternative methodology used.
- Aggregation of data into existing data sets provided under a previous contract with the County
- Report summarizing current water quality in the context of historical data

Timeline

Task 1: Preparation of Volunteers and Collaborating Institutions

Task 2: Water Quality Sample Collection

Task 3: Water Quality Sample Analyses

Task 4: Project Management, Data Synthesis and Reporting

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task 1												
Task 2												
Task 3												
Task 4												

Summary

This proposal demonstrates the ability of CCS and the key CCS and BBC staff identified in this proposal to conduct the duties outlined in this RFP for a Water Quality Monitoring Program. Key staff have at least 15 years of experience with conducting monitoring programs similar in size and scope to that requested in this RFP. Dr. Costa, the director of this proposed water quality monitoring program also has over 20 years of experience managing, interpreting, and reporting data, as well as presenting these data in a way that broadens citizen understanding of water quality issues. CCS also meets the criteria of having a state certified laboratory for sample analysis (MassDEP approved Lab QA Plan included is available on request). This laboratory was recently renovated with funds awarded from a National Science Foundation (NSF) Grant. These funds, totaling approximately \$300,000 were used solely to improve the analytical capabilities of the laboratory.

The sub-contractor, BBC, also meets or exceeds all criteria outlined in the RFP. The partnership between these institutions brings over 40 years of combined experience monitoring the water quality of the coastal waters of Massachusetts.

In addition to committing a substantial amount of CCS’s own operational funds to this program, both CCS and BBC have demonstrated the ability to match and/or leverage County funds during the previous funding cycle. For example, CCS was able to expand on this program with funding from the Massachusetts Environmental Trust to identify and quantify the specific sources of nitrogen in the coastal waters of a select number of coastal estuaries on Cape Cod through stable isotope analysis. Additional planned projects for

2020-2022 that will leverage these funds include coastal acidification monitoring (funded through MassDMF), bacteria monitoring (funded through MassDEP), and understanding the cause of low dissolved oxygen events in Cape Cod Bay (funds requested from Sea Grant).

Background – Program Partners

Proposer: Center for Coastal Studies

The Center for Coastal Studies (CCS) was founded in 1976 as an independent nonprofit, membership-supported research and education institution. Its mission is to conduct scientific research on marine animals and coastal and marine habitats of the western North Atlantic; to promote marine conservation through directed research, public policy and management strategies; to conduct educational activities to promote public stewardship; and to create collaborations wherever possible to advance this work.

Sub-Contractor: Buzzards Bay Coalition

The Buzzards Bay Coalition, founded in 1987, is a membership-supported nonprofit organization dedicated to the restoration, protection, and sustainable use and enjoyment of our irreplaceable Bay and its watershed. The Coalition works to improve the health of the Bay ecosystem for all through education, conservation, research and advocacy.

Qualifications to Conduct a Coastal Water Quality Monitoring Program

Center for Coastal Studies

CCS is conducting the longest-running and only bay-wide monitoring in Cape Cod Bay, and the only comprehensive water quality monitoring in Nantucket Sound. The Cape Cod Bay Monitoring Program began in 2000 to document a baseline of physical, chemical and biological oceanographic data through which the ecology of Cape Cod Bay could be assessed. A key element of this monitoring was tracking of diagnostic indicators of “sewage nitrogen” in response to public concerns over the relocation of the Massachusetts Water Resources Authority (MWRA) municipal wastewater discharge outfall tunnel and its potential to impact the waters of Cape Cod Bay. Following standard EPA guidelines, CCS’s study complemented and expanded upon the MWRA’s monitoring program by adding a significant number of monitoring sites within Cape Cod Bay from 2000-2002. Between 2003 and 2005 the Center maintained a limited monitoring program, and in 2006 expanded both the number of variables to be assessed and the number of stations throughout the Bay. Findings of this long-term monitoring program have indicated an overall decline in environmental conditions at about one third of the stations monitored, primarily in the inshore regions of the Bay. Significantly, this decline is occurring in the waters that are in the highest demand for human activities such as swimming, boating, fishing, and shellfishing.

In 2010 CCS initiated its Nantucket Sound Water Quality Monitoring Program, sampling at nine stations throughout the Sound. CCS currently collects samples at over 100 stations throughout Cape Cod Bay and Nantucket Sound, which are analyzed for key indicators of environmental health (i.e. nitrogen, phosphorus, chlorophyll, turbidity, temperature, salinity, dissolved oxygen) by scientists at the CCS state-certified laboratory, under its state-certified QAPP. The information collected through this monitoring program is

expanding our understanding of how human activities and management actions affect our surrounding water bodies.

CCS's website has a link to an interactive tool that allows the user to obtain analyzed data by station, by month and by year. Cumulative data are also available on the site: <http://www.capecodbay-monitor.org/>

CCS has made a number of public presentations about its water quality monitoring programs, including organized workshops and conferences including the New England Association of Environmental Biologists (NEAB) Meeting, the New England Estuarine Research Society (NEERS) Conference, the International Conference on Shellfish Restoration (ICSR), the Cape Cod Coastal Conference, and the Wellfleet Harbor Conference.

Qualifications of Key Staff

Project Manager:

Amy Costa, Ph.D. is Director of the Cape Cod Bay Environmental Monitoring Program at the Center for Coastal Studies. She holds a PhD in Biological Oceanography from the University of Rhode Island. Her current research addresses the physical and anthropogenic stresses on water quality, focusing specifically on nutrient loading, and tracing these effects through the food web. Additional research interests focus on eelgrass ecosystems including baseline studies addressing the distribution, coverage, and productivity of eelgrass and the physical and biological factors affecting this ecosystem. She is an adjunct faculty member of the Department of Environmental and Earth Sciences at the University of Massachusetts, Boston.

Duties and Responsibilities: Dr. Costa will direct and oversee all aspects of this project. She will oversee the training of volunteers and collaborating organizations, participate in sample collection and laboratory analyses, and prepare all data and written reports. She will also work with the County in developing their capacity to monitor for CECs.

Field and Laboratory Research Assistants:

Jennifer Burkhardt has a BA in Biology from the University of Rhode Island. She is the research assistant for the Water Quality Monitoring Program at the Center for Coastal Studies. Her responsibilities include recruiting and training citizen scientists and assisting with field work and laboratory analyses.

Troy Wood has a BS in Natural Resources from the University of Connecticut. He is the laboratory technician for the Water Quality Monitoring program at the Center for Coastal Studies. His responsibilities include managing daily operations in the lab, including sample preparation, analysis and QA/QC as well as some field work.

Duties and Responsibilities: Ms. Burkhardt will be involved in the training and equipping of volunteers and collaborating organizations, field work and laboratory analyses. Mr. Wood will be involved in field work and laboratory analyses.

Captain and Marine Operations:

Marc Costa is the Captain and Director of Marine Operations at the Center for Coastal Studies. He has worked at PCCS since 2001 and has been involved in many programs including the Right Whale Habitat Studies Program, the Humpback Program, and is co-investigator with Dr. Amy Costa on the Cape Cod Bay Environmental Monitoring Program. Marc received his USCG 100 ton Master's license in 1999. In his current position as well as both a charter boat captain and commercial fisherman, he has gained extensive

experience in vessel operation, maintenance, and repair. Although most of his time is spent in Massachusetts' waters, he has captained vessels along the entire east coast.

Duties and Responsibilities: Capt. Costa will oversee field work and sample collection. He will be in charge of all vessel operation and maintenance.

Buzzards Bay Coalition

To achieve its Vision, the BBC is committed to using the best information possible to direct its strategy and actions. Since 1992, the BBC has made monitoring local waters a major priority of the organization. For 25 years, BBC's Baywatchers Monitoring Program (Baywatchers) has collected basic water quality, nutrient, and algal pigment information around Buzzards Bay and educated the public on their local water quality. This effort has directly engaged over 1,000 citizen scientists and has resulted in an impressive dataset that reveals long-term trends as well as interannual variability at over 200 locations dispersed all around the Buzzards Bay, including its tributaries, harbors, coves, and open waters. In 2012, the Baywatchers program expanded to include monitoring of Vineyard Sound waters.

In addition to measurements made by volunteers, Baywatchers has partnered with research institutions to do targeted more in-depth analysis of nutrient parameters and to provide additional support for data analysis. Initially, the program partnered with WHOI scientists and the partnership continued when, in 1997, the scientists moved to the School of Marine Science and Technology at UMass-Dartmouth (SMAST). Beginning in 2009, Baywatchers has been run in partnership with the Ecosystems Center at the Marine Biological Laboratory (Ecosystems Center MBL) in Woods Hole, MA. In partnership with these world class academic institutions, Baywatchers has made over 16,500 nitrogen and over 62,000 dissolved oxygen measurements.

Baywatchers data have proved indispensable for DEP and EPA officials charged with managing water quality. The data has been used by state and federal officials to determine whether waters should be considered impaired on the State's 303(d) list, in the development of both Groundwater Discharge and National Pollution Discharge Elimination System permits, as the foundation of the Massachusetts Estuaries Project (MEP) reports that are subsequently used to develop nitrogen Total Maximum Daily Loads (TMDLs), and by town officials making decisions about local initiatives. The data developed by Baywatchers is a critical resource, not only for guiding those who are charged with protecting water quality, but for watershed residents that use and are concerned about the health of their coastal waters. To inform local residents on the health of their local waters, the BBC summarizes its water quality data into an easy to understand Bay Health Index that scores embayment health from 0 to 100. The Bay Health Index and supporting data are presented in graphical form on our website: <http://www.savebuzzardsbay.org/bay-health/> and on about 100 physical signs around Buzzards Bay.

The BBC has proven its ability to effectively manage the Program by, year after year, recruiting and training volunteer citizen scientists from every community around the Bay, and coordinating sample collection and data management. The MBL has a long history of research on coastal processes. The analytical methods employed for this program are approved by DEP and EPA and have been used by the MBL in the measurement of water quality in a variety of programs such as the Plum Island Ecosystem-Long Term Ecological Research (LTER) site, Arctic LTER, ecosystem monitoring in Boston Harbor, and many other federally-supported programs. Since 2009, the project partners have worked to deliver high quality data from across the Bay and Vineyard Sound in a timely manner.

Qualifications of Key Staff

Project Management:

Rachel Jakuba, Ph.D. is the BBC's Science Director. Dr. Jakuba received her Ph.D. in chemical oceanography from the Massachusetts Institute of Technology – Woods Hole Oceanographic Institution Joint Program and her Bachelor's of Science from the University of Georgia. She is a marine chemist who, since 2011, oversees the BBC's monitoring and research activities. Prior to joining the Coalition, Dr. Jakuba managed a \$2M, three-year project on innovative watershed management techniques to restore a heavily degraded river in Sydney, Australia. Dr. Jakuba spent time at the EPA as an AAAS Science & Technology Policy Fellow, working on a range of environmental policy and management issues including harmful algae blooms and pollution from large cruise ships.

Monitoring Program Coordinator:

Tony Williams is the BBC's Director of Monitoring Programs. Mr. Williams has managed the Baywatchers Monitoring Program for over 20 years. He will be responsible for preparation of volunteer sampling equipment, volunteer training and coordination, and data quality assurance. Since 1996, Mr. Williams has shown his capability to engage and train volunteers and maintain excellent records and a high fidelity database of sampling results. Mr. Williams has spent his career working on environmental sample collection and processing. Mr. Williams has a B.S. from Northland College.

Laboratory Analysis:

Christopher Neill, Ph.D. is an Adjunct Senior Scientist at the MBL Ecosystems Center and Senior Scientist at the Woods Hole Research Center. Dr. Neill will oversee sample analysis, which his lab at the MBL has performed for five years. Dr. Neill has over 20 years of experience in ecosystem research focusing on how changes in land use and other human activities alter the structure of ecosystems. Dr. Neill received his Ph.D. and M.S. from the University of Massachusetts Amherst and his B.S. from Cornell University.

Appendix 1: Sampling Schedule and Parameters

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Offshore																	
Cape Cod Bay	5N	42.009	-70.139	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	5S	41.910	-70.140	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	6M	41.935	-70.229	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	6S	41.857	-70.228	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	7S	41.841	-70.314	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	8M	41.946	-70.400	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	9N	42.020	-70.494	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Cape Cod Bay	9S	41.842	-70.468	x	x		x	x	x	x	x	x	x	x	x	x	once a month, year round
Nantucket Sound	NTKS_1	41.343	-70.382	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_3	41.355	-70.103	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_4	41.486	-70.015	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_6	41.479	-70.262	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_8	41.440	-70.498	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_10	41.513	-70.597	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_12	41.574	-70.407	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_13	41.598	-70.289	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_16	41.638	-70.047	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Nantucket Sound	NTKS_14	41.624	-70.162	x					x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Cape Cod - Bay Side																	
Barnstable	Barnstable Harbor	41.723	-70.271	x	x	x			x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Barnstable	Millway	41.705	-70.299	x	x	x			x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October
Brewster	Paines	41.761	-70.114	x	x	x			x	x	x	x	x	x	x	x	every 2 weeks, mid May - mid October

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Brewster	Quivet Marsh	41.759	-70.123	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Dennis	Inner Sesuit Harbor	41.752	-70.154	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Dennis	Sesuit Creek	41.745	-70.163	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Boat Meadow	41.807	-70.006	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	First Encounter	41.815	-70.006	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Sunken Meadow	41.886	-70.013	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Inner Boat Meadow	41.807	-69.996	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Eastham	Cole Road Brook	41.830	-70.003	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Inner Rock Harbor	41.800	-70.006	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Namskaket	41.790	-70.023	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Rock Harbor	41.801	-70.010	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Little Namskaket	41.797	-70.014	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Inner Namskaket	41.788	-70.020	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Orleans	Upper Namskaket	41.781	-70.011	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Provincetown	Holiday Inn	42.058	-70.162	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Provincetown	MacMillan	42.051	-70.182	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Canal	41.772	-70.503	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Boardwalk	41.765	-70.485	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Inner Scorton Creek	41.747	-70.429	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Old Harbor-6A	41.761	-70.496	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Old Harbor-Dewey	41.758	-70.489	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Scorton Creek-6A	41.737	-70.426	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	
Sandwich	Scorton Creek-Jones Lane	41.731	-70.406	x	x	x			x	x	x	x	x	x	x	every 2 weeks, mid May - mid October	

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Truro	Inner Pamet	41.991	-70.073	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Truro	Pamet River	41.992	-70.071	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Truro	Pilgrim Lake	42.049	-70.118	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Truro	East Harbor	42.053	-70.118	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Blackfish Creek	41.904	-70.025	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Great Island Channel	41.923	-70.048	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Inner Wellfleet Harbor	41.929	-70.029	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Wellfleet Harbor	41.926	-70.036	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Herring River Wellfleet	41.931	-70.067	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Wellfleet	Duck Creek	41.934	-70.027	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth/Kingston/Duxbury																	
Duxbury	D1	42.036	-70.667	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Duxbury	D3	42.048	-70.649	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Kingston	C3	41.986	-70.645	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Duxbury	Bluefish Creek	42.046	-70.672	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Eel River Kingston	41.951	-70.639	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Upper Eel River Kingston	41.944	-70.626	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	P1	41.964	-70.662	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	P2	41.954	-70.646	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	P3	41.965	-70.651	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Ellisville	41.840	-70.533	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Inner Jones River	41.998	-70.710	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Plymouth	Plymouth Harbor	41.964	-70.668	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC	
Plymouth	Jones River Landing	41.997	-70.722	x	x	x			x	x	x	x	x	x	x		every 2 weeks, mid May - mid October
Type Cod - Nantucket Sound Side																	
Barnstable	Halls Creek	41.631	-70.318	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Centerville-E	41.639	-70.345	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Centerville-W	41.635	-70.358	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Lewis Bay	41.638	-70.245	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Cotuit Bay	41.615	-70.412	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Narrows	41.629	-70.412	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	North Bay	41.634	-70.410	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Rushy Marsh	41.599	-70.446	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Stewarts Creek	41.636	-70.293	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	Warrens Cove	41.645	-70.406	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Barnstable	West Bay	41.615	-70.405	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Taylor's Pond	41.678	-70.017	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Oyster Pond-Chatham	41.679	-69.977	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Mitchel River	41.671	-69.962	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Chatham	Sulfur Spring	41.674	-70.002	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Bournes Pond	41.565	-70.553	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Childs River	41.573	-70.534	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Eel River Falmouth	41.567	-70.544	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Falmouth Inner Harbor	41.549	-70.602	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Green Pond	41.562	-70.568	x	x						x	x	x	x			every 2 weeks, mid May - mid October
Falmouth	Great Pond	41.560	-70.586	x	x						x	x	x	x			every 2 weeks, mid May - mid October

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency	
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicat e	Turbid ity	Total P	PON & POC		
Falmouth	Hamblin Pond	41.573	-70.511	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Jehu Pond	41.566	-70.495	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Oyster Pond-Falmouth	41.539	-70.638	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Quashnet River	41.580	-70.514	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Waquoit Bay	41.566	-70.521	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Seapit River	41.569	-70.534	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	N Waquoit Bay	41.576	-70.520	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	Menauhant	41.553	-70.549	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Falmouth	S Waquoit Bay	41.553	-70.529	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Saquatucket Harbor	41.667	-70.059	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Wychmere	41.667	-70.066	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Allen Harbor	41.667	-70.089	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Harwich	Herring River Harwich	41.669	-70.109	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Mashpee	Popponeset Bay	41.594	-70.466	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Yarmouth	Bass River	41.685	-70.160	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Yarmouth	Parkers River	41.649	-70.223	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Yarmouth	Swan Pond River	41.664	-70.149	x	x							x	x	x	x	x	every 2 weeks, mid May - mid October	
Buzzards Bay - Falmouth																		
Quissett Harbor Outer	QH1	41.539	-70.657	X									X				X	Water Chemistry every 2 weeks from June to
Quissett Harbor Inner	QH2	41.544	-70.653	X	X							X					X	Hydrographic every ~5 days from late May to
Quissett Harbor Outer	QH3	41.537	-70.664	X	X							X					X	Hydrographic every ~5 days from late May to
Flume Pond	FLP1	41.561	-70.653	X	X							X				X	X	Hydrographic every ~5 days from late May to
Gunning Point Pond	GPP1	41.566	-70.649	X	X							X				X	X	Hydrographic every ~5 days from late May to

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicate	Turbidity	Total P	PON & POC	
Little Sippewisset Marsh	LSM1	41.577	-70.641	X	X				X	X	X	X			X	X	Hydrographic every ~5 days from late May to
West Falmouth Snug Harbor	WF11	41.607	-70.638	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Town Dock	WF1N	41.604	-70.639	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Town Dock	WF1X	41.604	-70.639	X	X				X	X	X						Hydrographic every ~5 days from late May to
West Falmouth Snug Harbor	WF2	41.609	-70.637	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
West Falmouth Mid-Harbor	WF4N	41.598	-70.642	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Mid-Harbor	WF4X	41.598	-70.643	X	X				X	X	X						Hydrographic every ~5 days from late May to
West Falmouth Mid-Harbor	WF5N	41.599	-70.645	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Outer	WF6	41.606	-70.643	X					X	X		X				X	Water Chemistry every 2 weeks in July and
West Falmouth Harbor Outer	WF9	41.606	-70.652	X					X	X		X				X	Water Chemistry every 2 weeks from June to
Mashapaquit Creek	MAC1	41.611	-70.633	X					X	X		X		X	X		Water Chemistry every 2 weeks in July and
Herring Brook	HB2	41.624	-70.639	X	X				X	X	X	X			X	X	Hydrographic every ~5 days from late May to
Herring Brook Marsh	HB3	41.623	-70.634	X					X	X		X			X	X	Water Chemistry every 2 weeks in July and
Herring Brook Marsh	HB4	41.623	-70.631	X					X	X		X		X	X		Water Chemistry every 2 weeks in July and
Wild Harbor Inner	WH1X	41.641	-70.644	X	X				X	X	X						Hydrographic every ~5 days from late May to
Wild Harbor Inner	WH1N	41.640	-70.645	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Wild Harbor River	WH2	41.633	-70.642	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
Wild Harbor Outer	WH3	41.637	-70.646	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Fiddlers Cove	FC1N	41.648	-70.636	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Fiddlers Cove	FC1X	41.646	-70.637	X	X				X	X	X						Hydrographic every ~5 days from late May to
Fiddlers Cove	FC2	41.644	-70.636	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Rands Harbor	RH2	41.647	-70.629	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Rands Harbor	RH3	41.649	-70.627	X					X	X		X				X	Water Chemistry every 2 weeks in July and

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency	
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicate	Turbidity	Total P	PON & POC		
Rands Harbor	RH1A	41.650	-70.630	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Rands Harbor	RH1	41.646	-70.629	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Buzzards Bay - Falmouth/Bourne shared																		
Megansett Harbor	MG1X	41.656	-70.624	X	X				X	X	X							Hydrographic every ~5 days from late May to
Megansett Harbor	MG1N	41.657	-70.624	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Megansett Harbor	MG2	41.659	-70.632	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Megansett Harbor	MG3	41.650	-70.636	X					X	X			X				X	Water Chemistry measurements made every 2 weeks in July and
Megansett Harbor	MG4	41.659	-70.643	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Squeteague Harbor	SQ1X	41.664	-70.620	X	X				X	X	X							Hydrographic every ~5 days from late May to
Squeteague Harbor	SQ1N	41.657	-70.618	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Squeteague Harbor	SQ2	41.663	-70.622	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Buzzards Bay - Bourne																		
Red Brook Harbor Inner	RB1	41.675	-70.615	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Red Brook Harbor Outer	RB2	41.674	-70.622	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Red Brook Harbor Outer	RB3	41.675	-70.627	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Red Brook Harbor Inner	RB4	41.679	-70.619	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Hen Cove	HC1	41.681	-70.620	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Hen Cove	HC2	41.686	-70.619	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Pocasset Harbor Inner	PC1	41.691	-70.627	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Pocasset Harbor Outer	PC2	41.688	-70.632	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Pocasset Harbor Outer	PC3	41.684	-70.643	X	X				X	X	X		X				X	Hydrographic every ~5 days from late May to
Pocasset Harbor Outer	PC4	41.680	-70.650	X					X	X			X				X	Water Chemistry every 2 weeks in July and
Pocasset Harbor Inner	PC5	41.693	-70.629	X					X	X			X				X	Water Chemistry every 2 weeks in July and

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicate	Turbidity	Total P	PON & POC	
Pocasset Harbor Inner	PC6	41.693	-70.632	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Pocasset River	PR1	41.696	-70.620	X	X				X	X	X						Hydrographic every ~5 days from late May to
Pocasset River	PR2	41.696	-70.619	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Pocasset River	PR3	41.698	-70.623	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
Briarwood Harbor	BW1	41.708	-70.618	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH2	41.715	-70.617	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
Phinneys Harbor	PH3	41.718	-70.617	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH4	41.721	-70.617	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH5	41.724	-70.620	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Phinneys Harbor	PH6	41.723	-70.625	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Eel Pond, Bourne	EP1	41.723	-70.608	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
Eel Pond, Bourne	EP2	41.725	-70.611	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Back River	EP3	41.729	-70.613	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Back River	BR1	41.728	-70.614	X	X				X	X	X						Hydrographic every ~5 days from late May to
Taylor Point	TP1	41.745	-70.618	X	X				X	X	X						Hydrographic every ~5 days from late May to
Little Buttermilk Bay	LB1	41.763	-70.613	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Little Buttermilk Bay	LB2N	41.764	-70.605	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Little Buttermilk Bay	LB2X	41.766	-70.610	X	X				X	X	X						Hydrographic every ~5 days from late May to
Red Brook River	RBR1A	41.764	-70.633	X	X				X	X	X	X		X	X	X	Hydrographic every ~5 days from late May to
Red Brook River	RBR2	41.767	-70.635	X	X				X	X	X	X		X	X	X	Hydrographic every ~5 days from late May to
Buttermilk Bay	BB1	41.758	-70.622	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Buttermilk Bay	BB2	41.758	-70.612	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Buttermilk Bay	BB3	41.754	-70.629	X					X	X		X				X	Water Chemistry every 2 weeks in July and

Area	Station Name	Latitude	Longitude	Hydrographic Data								Water Chemistry					Frequency
				Core Hydrog r. Data	DO	pH	PAR	Chl fluor.	Secchi disk depth	Total depth	Current weathe r	Core Water Chem.	Silicate	Turbidity	Total P	PON & POC	
Buttermilk Bay	BB4	41.749	-70.624	X	X				X	X	X	X				X	Hydrographic every ~5 days from late May to
Buttermilk Bay	BB5	41.763	-70.625	X					X	X		X				X	Water Chemistry every 2 weeks in July and
Buzzards Bay/Vineyard Sound - Offshore																	
Center Bay	CB2	41.529	-70.846	X		X		X	X	X		X				X	Water Chemistry every 2 weeks in July and
Center Bay Buoy	CBB1	41.567	-70.826	X	X	X		X	X	X	X	X				X	Hydrographic every ~5 days from late May to
Center Bay Outside West Falmou	WF12	41.606	-70.667	X		X		X	X	X		X				X	Water Chemistry every 2 weeks in July and
Manomet Bay	MB1	41.700	-70.684	X	X	X		X	X	X	X	X				X	Hydrographic every ~5 days from late May to
Vineyard Sound	VS1	41.408	-70.829	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS2	41.447	-70.744	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS3	41.376	-70.768	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS4	41.503	-70.680	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to
Vineyard Sound	VS5	41.516	-70.652	X	X	X		X	X	X	X	X				X	Hydrographic every ~7 days from late May to

Type of measurement	Parameter
Core Hydrographic Data	Temperature
	Salinity
	Depth of sensor
Optional Hydrographic Data	Dissolved oxygen
	pH
	PAR
	Chlorophyll fluorescence
	Secchi disk depth
	Total water depth
	Current weather (including Beaufort Scale and wind direction)
Type of measurement	Parameter
Core Water chemistry	Nitrate + nitrite
	Ammonium
	Total nitrogen
	Ortho-phosphate
	Extracted chlorophyll
	Extracted pheophytin
Optional Water chemistry	Silicate
	Turbidity
	Total phosphorus
	Particulate Organic Nitrogen
	Particulate Organic Carbon

ATTACHMENT B

Bid Response Form

The undersigned BIDDER proposes and agrees that the proposal is based upon the items described in the Invitation for Bid documents and that the requirements have been read and understood by the proposer.

Bidder acknowledges addenda numbered _____

Signed: Richard Delaney Print Name: Richard Delaney

Company: Center for Coastal Studies

Business Address: 5 Holway Avenue

Provincetown, MA 02657

Phone: 508-487-3622 Fax: N/A

Email: delaney@coastalstudies.org Date: 4/3/2020

Water Quality Monitoring Program - Price Proposal

Name	Title	Hourly Rate	Responsibility
Amy Costa	Associate Scientist	\$36.10	Director of project. Oversees all aspects of field work, lab analyses, and data management and reporting
Jennifer Burkhardt	Research Assistant	\$22.83	Assists with field work, lab work, and data synthesis
Troy Wood	Laboratory Technician	\$21.05	Assists with field work, lab work, and data synthesis
Marc Costa	Captain	\$22.82	Oversees field work and vessel operations

	Requested	Match	Total
Task 1: Preparation of Volunteers and Collaborating Institutions			
Personnel			
Amy Costa (40 hrs)	\$1,444		\$1,444
Jennifer Burkhardt (40 hrs)	\$913		\$913
fringe (20%)		\$472	\$472
Non-Personnel			
Equipment and Supplies	\$2,500		\$2,500
Overhead (50.31%)	\$938	\$1,743	\$2,681
Task 2: Water Quality Sample Collection			
Personnel			
Amy Costa (400 hrs)	\$14,440		\$14,440
Jennifer Burkhardt (600 hrs)	\$13,698		\$13,698
Marc Costa (400 hrs)	\$9,128		\$9,128
fringe (20%)		\$7,480	\$7,480
Non-Personnel			
Equipment and Supplies	\$15,000		\$15,000
Vessel Time	\$20,500	\$42,500	\$63,000
Travel/Mileage/Towing	\$1,925		\$1,925
Collaborating Organizations			
WBNERR		\$15,344	\$15,344
Barnstable Clean Water Coalition		\$2,860	\$2,860
Town of Harwich		\$2,750	\$2,750
Jones River Watershed Association		\$2,000	\$2,000
Citizen Scientists (500 hrs @ \$25.43/hr)*		\$12,715	\$12,715
Overhead (50.31%)	\$28,233	\$52,434	\$80,667
Task 3: Water Quality Sample Analyses			
Personnel			
Amy Costa (300 hrs)	\$10,830		\$10,830
Jennifer Burkhardt (400 hrs)	\$9,132		\$9,132
Troy Wood (1000 hrs)	\$21,050		\$21,050
fringe (20%)		\$8,202	\$8,202
Non-Personnel			
Equipment and Supplies	\$16,000		\$16,000
Overhead (50.31%)	\$11,483	\$21,326	\$32,809
Task 4: Project Management, Data Synthesis and Reporting			
Personnel			
Amy Costa (500 hrs)	\$18,050		\$18,050
Jenny Burkhardt (100 hrs)	\$2,283		\$2,283
Troy Wood (200 hrs)	\$4,210		\$4,210
fringe (20%)		\$4,909	\$4,909
Overhead (50.31%)	\$5,186	\$9,631	\$14,817
Sub-Contractor			
Buzzards Bay Coalition	\$40,000		\$40,000
Overhead (5% contracted)	\$2,000		\$2,000
TOTAL	\$248,944	\$184,365	\$433,310

*Federal Rate for Volunteers

ATTACHMENT C - Amendment 1

This amendment number 1 (“the Amendment”) made this 6th day of May 2020 by Barnstable County (the “County”) and Center for Coastal Studies. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on May 6, 2020 (the “Contract”).

Whereas, the parties wish add terms and conditions to the contract for services; and

Whereas, Section 7 of the Contract, entitled “Changes,” allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

Now Therefore, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

26. This contract is subject to funding availability. The County’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise until funds are made available to the Cape Cod Commission for this contract and until the Contractor receives notice of such availability, to be confirmed by the issuance of a purchase order.

All remaining terms and conditions shall continue in full force and effect.

In Witness Whereof, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first written above.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

DocuSigned by:
Ronald Bergstrom
B47187903E8A4F6...
Ronald Bergstrom, Chairman

5/22/2020

Date

FOR THE CONTRACTOR:

Center for Coastal Studies

DocuSigned by:
Richard Delaney
66897A6704FE473
Richard Delaney, President & CEO

5/21/2020

Date
