



**SAMPLE TOWN AGREEMENT FOR AMBULANCE SERVICES**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, ~~2023~~2009, by and between the Town of ~~Monterey Topsfield~~, Massachusetts (hereinafter referred to as the "TOWN"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts and \_\_\_\_\_ ~~Southern Berkshire Ambulance~~, doing business as (a sole proprietor, partnership, corporation, limited liability company) (hereinafter referred to as "CONTRACTOR"), having its principal place of business at ~~31 Lewis Avenue, Great Barrington, MA 01230~~.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**1. SCOPE OF AGREEMENT:**

In consideration of the compensation set forth herein, CONTRACTOR agrees to provide ambulance service to the TOWN in accordance with all if the provisions of this agreement, including the SPECIFICATIONS FOR PROVISION OF AMBULANCE SERVICE and SCHEDULE OF INSURANCE REQUIREMENTS attached hereto and incorporated herein by reference.

Commented [jm2]: Do these documents need to be drafted?

**2. TERM OF AGREEMENT:**

The parties' obligations under this agreement shall commence on July 1, ~~2023~~2009 and continue until June 30, ~~2024~~2010 or until such time as the contract is terminated in accordance with the provisions set forth herein. The Town reserves the right to extend the Agreement for two additional one year terms, at its discretion, and to negotiate the compensation to be provided therefore at the time of extension.

**3. COMPENSATION:**

In consideration of the services to be performed by CONTRACTOR, CONTRACTOR shall be paid, according to the timetable, terms and procedures described in Paragraph 4 below, the sum of \_\_\_\_\_ ~~fifty-one-thousand six-hundred and seventy (\$~~ \_\_\_\_\_) ~~)~~ (\$51,670.00) Dollars.

**4. PAYMENT SCHEDULE AND TIMETABLE:**

Payments by the TOWN for services rendered under this agreement shall be allocated as follows:

Fiscal Year	Total Payment
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20242009

\$51,670.00 \_\_\_\_\_

CONTRACTOR shall provide the TOWN with a written invoice for services rendered on a monthly basis. Each such invoice shall represent charges totaling one twelfth (1/12) of the TOTAL PAYMENT due for the fiscal year in which the services were rendered to the TOWN. All invoices rendered shall be due and payable within thirty (30) days of the invoice date. Payment and performance obligations of the TOWN during fiscal years succeeding fiscal year 20242009 shall be subject to extension of this Agreement by the Town and the appropriation or other availability of funds to the TOWN.

**5. CONTRACT DOCUMENTS:**

This agreement shall include all amendments hereto and all documents listed as Contract Documents in the Proposal Form for Ambulance Services included in the Town's RFP. In the event of a conflict between any of the Contract Documents, the document most favorable to the TOWN, in its sole determination, shall prevail.

Commented [jm3]: What should be done with this sentence, since the Town did not have an RFP?

**6. SERVICES TO BE PROVIDED:**

CONTRACTOR shall furnish ambulance service as defined in Paragraph 1 of this Agreement, and in the other Contract Documents, including ~~ed~~ but not limited to service to the Monterey Topsfield Fire Department and Monterey Topsfield Police Department.

**7. TYPES OF VEHICLES TO BE PROVIDED:**

CONTRACTOR shall make available to the TOWN ambulance of standard make and manufacture, regularly maintained by a qualified mechanic, modern, clean and neat in appearance and fully equipped and maintained in accordance with the standards recommended by Massachusetts General Laws, Chapter 111C, and other federal, state or local laws, bylaws, rules or regulations. All vehicles provided by CONTRACTOR under this agreement shall be equipped with functioning two-way radios which adequately cover the geographical area(s) contemplated by this agreement and shall be compatible with the radios and frequencies utilized by the TOWN's ~~Communications Fire Department and Police Department~~ Department.

**8. TRAINED CREWS:**

CONTRACTOR shall at all times utilize crews for the maintenance and operations of the ambulances which crews shall be thoroughly trained in accordance with the recommended standards of the Office of Emergency Medical Services of the Commonwealth of Massachusetts.

**9. TWENTY-FOUR HOUR AVAILABILITY:**

CONTRACTOR shall maintain and provide the TOWN with ambulance service on a Twenty-Four (24) hour basis, seven (7) days per week, Three Hundred and Sixty Five (365) days per year. CONTRACTOR shall maintain such service at 31 Lewis Avenue, Great Barrington, MA

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01230\_\_\_\_\_ or such other location as approved by the TOWN, at an appropriate level of care and in sufficient quantities so that it will be prepared and able to dispatch ambulances immediately in response to emergency calls.

In the event that the ambulance service cannot be provided to the TOWN by CONTRACTOR due to emergency including, but not limited to, those event specified in the paragraph entitled "Force Majeure", or other unusual circumstances necessitating the deployment of such ambulance service elsewhere, CONTRACTOR shall ~~seek mutual aid assistance as outlined in the approved Service Zone Plan, and so notify the Topsfield Fire Alarm/Berkshire County Dispatch.~~ Any charge incurred by the TOWN for ambulance service provided by any other ambulance service company shall be paid promptly by CONTRACTOR upon submission by the TOWN of any such invoice to CONTRACTOR.

Commented [jm4]: Is this how mutual aid works?

If CONTRACTOR fails to make such payment to the TOWN within thirty (30) days of receipt of the invoice as provided in the foregoing sentence, the TOWN may deduct an amount equal to any such unpaid invoice from funds due to CONTRACTOR pursuant to this Agreement.

**10. STANDBY COVERAGE:**

Upon the request of the ~~Topsfield-Monterey~~ Police and/or Fire Departments, CONTRACTOR will provide ambulance service to stand by at the scene of a structural fire or other emergency, unless said ambulance service is unavailable under the circumstances described in Paragraph #98, in which case the provisions of that paragraph will apply in full.

**11. INSURANCE REQUIREMENTS:**

CONTRACTOR shall maintain insurance for its vehicles and operators of a kind and at the limits shown on the SCHEDULE OF INSURANCE REQUIREMENTS attached hereto and incorporated herein by reference. The Town of ~~Topsfield-Monterey~~ shall be named as an Additional Insured under all such policies except Workers' Compensation, and shall be provided a Certificate of Insurance by CONTRACTOR evidencing such designation at the time of the execution of this Agreement. Insurance for medical payments and malpractice as well as Workers' Compensation shall be maintained, at a minimum, at limits required for such coverage by the Commonwealth of Massachusetts. Certificates attesting to said coverage shall be provided to the TOWN upon execution of this Agreement, and annual thereafter or upon the renewal or modification of any such coverage. All such insurance shall cover the TOWN, its agents, officials and employees over and above the insurance otherwise available to the TOWN or said persons.

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**12. INDEMNIFICATION:**

CONTRACTOR shall indemnify and hold harmless the TOWN against any and all liability, loss, damages costs or expenses relating to personal injury, death or property damage which the TOWN may sustain, incur or be required to pay, arising out of or in connection with services performed under this agreement, by reason of any negligent acts, omissions or inactions or willful misconduct of CONTRACTOR, a person employed by CONTRACTOR, or any of its agents or subcontractors.

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**13. COLLECTION FROM PRIVATE PARTIES:**

CONTRACTOR shall make specific charges for services rendered to those individuals who actually use the ambulance service on a call basis with both the charge per call and rate per mile billed and collected by CONTRACTOR from the individual ambulance patient. The TOWN shall not be held liable for the non-payment of invoices by private parties.

**14. GENERAL LEGAL COMPLIANCE:**

CONTRACTOR agrees to comply with all Federal, State and Municipal laws, ordinances, rules and/or regulations relating to or governing the services provided pursuant to this Agreement, including but not limited to, the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"), including the privacy requirements thereof, labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to CONTRACTOR pursuant to its obligation during this agreement. CONTRACTOR and any of its subcontractors, agents, servants and/or employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of its obligations pursuant to the Agreement.

**15. NON-ASSIGNMENT OF CONTRACT:**

CONTRACTOR shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the TOWN, which consent may be withheld for any reason.

**16. FORCE MAJEURE:**

Neither party will be liable to the other, or be deemed to be in breach under this Agreement, for any failure to perform including, without limitation, a delay in rendering performance, due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in fuel, electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay. It is agreed, however, that since the performance by CONTRACTOR if this Agreement is imperative to the safety of the general public, continued failure to perform for periods aggregating fourteen (14) days or more, even for causes beyond the control of CONTRACTOR, shall be deemed to render performance impossible, and the TOWN shall thereafter have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, ~~at least seven (7) days before the effective date of such termination.~~

**17. TERMINATION OF CONTRACT:**

**A. Termination for Cause:** Subject to the provisions of the Section entitled "Force Majeure", if CONTRACTOR shall fail to fulfill, in a timely and satisfactory manner, its obligations under this

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Agreement, or if CONTRACTOR shall violate any of the covenants, conditions, or stipulations of this Agreement, ~~which failure or violation shall continue for fourteen (14) days after written notice of said failure or violation is received by CONTRACTOR,~~ then the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective day thereof ~~at least seven (7) days before the effective date of such termination.~~

**B. Termination for TOWN'S or CONTRACTOR'S \_\_\_\_\_ Convenience:**  
Notwithstanding any provision of the Agreement to the contrary, the TOWN or CONTRACTOR may terminate this Agreement at any time for convenience by providing the Other written notice specifying therein the termination date, which date shall not be less than forty-five (45) days after the date of such notice. Upon such termination, CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

**18. CONFLICT OF INTEREST:**

A CONTRACTOR agrees to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement.

**19. NON-COLLUSION:**

CONTRACTOR affirms that:

- A. The proposed contract price has been arrived at independently, without collusion, consultation or communication as to any other contractor or with any competitor.
- B. The said price was not disclosed by CONTRACTOR and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor.
- C. No attempt was made by CONTRACTOR to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Commented [jm5]: Is this section relevant in this case? (since the services were not put out to bid)

**20. NOTICES:**

Any notice required or permitted to be given to a party shall be sufficient if given in writing and sent by certified mail addressed as follows:

TO: TOWN TO: CONTRACTOR

Chairman, Select Board \_\_\_\_\_

CONTRACTOR Address Southern Berkshire Ambulance \_\_\_\_\_

Agreement for Ambulance Services

Board of Selectmen 435 Main Road -31 Lewis  
Avenue  
P.O. Box 308 Town Hall  
Great Barrington, MA 01230  
Town Hall  
Topsfield Monterey, MA 01983 01245

**21. INTEGRATION:**

All attachments referred to in this agreement are deemed to be a part of the agreement.

**22. ENTIRE AGREEMENT:**

This agreement, the documents attached hereto, and any documents specified in Section 23 constitute the entire agreement of the parties and any other agreements, written or oral, that may exist are excluded from this agreement.

**23. GOVERNING LAW:**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**24. AMENDMENTS:**

No amendment to this agreement shall be effective unless it is in writing signed by authorized representatives of both parties, and attached hereto.

**25. WAIVERS:**

No covenant, condition, duty, obligation or undertaking contained in or made a part of this agreement shall be waived except by written agreement of the parties and forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed or discharged by the party to which the same may apply, and notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under this agreement or under law of equity.

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**TOWN OF MONTEREY**

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_ PRF-74

DATE: 7/11/23

This Contract is entered into on, or as of, this date by and between the Town of Monterey, 435 Main Road, Monterey, MA 01245, (the "Town or Monterey"), and

Beacon Integrated Solutions

["Contractor"]

Beth S. Greenblatt

[Contact Name for Responsible Person]

Managing Director

P.O. Box 320325

Boston, MA 02132

[Address of the Contractor]

617-469-2172

[Telephone Number]

617-419-1163

[Fax Number]

bgreenblatt@beacon-llc.com

[email address]

1. This is a Contract for the procurement of the following:

Owner's Agent Services in support of Monterey's goal to engage a qualified solar developer/integrator to provide renewable energy assets, specifically solar photovoltaic, potentially paired with battery energy storage on two municipal buildings and the capped landfill, all located on the same legal parcel. The development of such solar arrays and potential battery-energy storage system will be pursued under third-party ownership and classified under the Commonwealth's definition of a Community Shared Solar project.

Beacon understands that Monterey was awarded a Municipal Energy Technical Assistance Grant by the Massachusetts Department of Energy Resources to pursue the goals of this Contract.

The Scope of Work is set forth in Exhibit A.

2. The Contract price to be paid to the Contractor by Monterey is:

Not to exceed \$15,000 for up to 90 professional hours for Beth Greenblatt. Travel and travel related expenses are an additional expense. Beacon shall invoice at the discounted hourly rate of \$165.00 for the professional services provided by Beth Greenblatt only. If Monterey requires Beacon to engage additional technical or financial support for the services provided under this Contract, Beacon shall propose for Monterey's consideration and approval such staff and budget to provide such support. Travel is billed at cost and travel time is billed at 50% of the professional services rate.

The Fee Schedule is set forth in Exhibit B.

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs shall not exceed \$15,000 for up to 90 hours of professional services. Travel and travel time expenses are billed as an additional expense as more fully set forth in Exhibit B.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. Monterey will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to Monterey when the project is completed, and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.



5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before September 29, 2024 unless extended, in writing, at the sole discretion of Monterey, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which Monterey is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by Monterey's Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to Monterey.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. Monterey may terminate this Contract on seven (7) calendar days notice when in Monterey's sole discretion it determines it is in the best interests of Monterey to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by Monterey to be in default of any term or condition of this Contract, Monterey may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination for cause, Contractor will be paid for services rendered to the date of termination.

8.3 Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to Monterey;
- 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the

specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to Monterey, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by Monterey as unsatisfactory, or erroneous, (v) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vi) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (vii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 9. The Contractor's Breach and Monterey's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and Monterey shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

#### 10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

#### 11. Conflict of Interest:

Both Monterey and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

#### 12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Monterey, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of Monterey.

15. Condition of Enforceability Against Monterey:

This Contract is only binding upon, and enforceable against, Monterey if: (1) the Contract is signed by the Select Board or its designee; and (2) endorsed with approval by Auditor as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against Monterey unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of Monterey shall be individually or personally liable on any obligation of Monterey under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless Monterey, Monterey's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the

Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse Monterey for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by Monterey' gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 20. Insurance

### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts. In the event that performance of the services provided for in this Contract necessitates the engagement of additional employees who are subject to the provisions of c.152, Contractor shall comply with all requirements of c.152.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify Monterey for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to Monterey a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by Monterey.

### 20.2 Professional Liability Insurance

Liability of \$250,000 per claim and \$250,000 aggregate. Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify Monterey for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include Monterey as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work

including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and Monterey from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify Monterey as an additional insured (except Workers' Compensation) The Contractor must provide notice to Monterey immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to Monterey.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of Monterey for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as an Monterey employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

Monterey agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from Monterey of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth, County of Dukes, or the federal district court sitting in the Commonwealth, County of Dukes, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither Monterey nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

Town of Monterey by:

[Signature] 7/11/23  
Date

Justin Makuc  
Print Name Select Board Chair

The Contractor by:

[Signature] 7/11/23  
Signature Date

Beth Greenblatt, Managing Director  
Print Name & Title

[Signature] 7/11/23  
Date

[Signature]  
Print Name

Frank Abbott  
Susan Cooper +  
Frank Abbott

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Beth Greenblatt

Print Name



Signature

Managing Director

Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A Beth Greenblatt, authorized signatory for Beacon Integrated Solutions, whose principal place of business is at P.O. Box 320325, Boston, MA 02132, does hereby certify under the pains and penalties of perjury that Beacon Integrated Solutions has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Beth S. Greenblatt



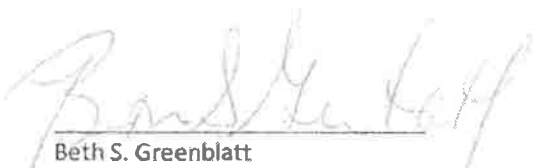
Written Consent

7-11-23

(Date)

The undersigned, being the Managing Director of Beacon Integrated Solutions, a Delaware Limited Liability Company registered in Massachusetts as a Foreign Limited Liability Company (the "Company") is:

1. authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
2. authorized, from time to time, in the name and on behalf of this Company, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents.
3. authorized, from time to time and on behalf of this Company, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents, and the signature of such Managing Director to be conclusive evidence that the same is authorized by the directors of this Company.



Beth S. Greenblatt  
Managing Director

## EXHIBIT A – SCOPE OF WORK

### **Task 1. Strategy Development**

Beacon understands that the Monterey Renewable Energy Working Group (“REWG”) is interested in investigating and pursuing a comprehensive strategy toward integrating solar photovoltaic systems, potentially paired with battery-energy storage solutions at two municipal buildings and the Town’s capped landfill, all located on the legal parcel of land.

Monterey is interesting in pursuing a large-scale project and qualifying such project under the Commonwealth’s defined definition of a Community Shared Solar project to enable the municipality, the Monterey public (inclusive of residential homeowners and renters, and small businesses) and neighboring communities to benefit directly from the solar generation delivered into the National Grid distribution network.

Our work begins with meetings with Monterey’s REWG to develop the goals, approach, and procurement strategy. To ensure Monterey’s goals are met and stakeholder acceptance is achieved, Beacon will work with the REWG to establish key stakeholder goals with respect to the project. It will be particularly important to address key goals and requirements for project classification and ultimate beneficiaries. We will facilitate a project meeting/conference call to discuss project goals and objectives, project schedule, coordination and execution strategies, educational requirements, stakeholder outreach strategies, environmental strategies, and measurement protocols. We will participate in, and support strategies designed to meet community objectives, while supporting Monterey’ broader environmental goals.

Beacon will assist Monterey in developing a sound approach, business strategy and methodology to procure renewable energy asset services through a comprehensive solicitation process. Beacon’s proposed strategic approach is collaborative and will allow Monterey to define its economic thresholds, commercial terms, implementation schedule and overall project goals.

### **Task 2. Procurement Support**

#### Solicitation Development:

Beacon will leverage its success with other clients in developing a solicitation document that provides for a streamlined procurement effort while ensuring that the proposals received are detailed, comprehensive, and enable Monterey to make a buying decision based on key business criteria. Specifically, we will utilize our highly successful procurement documents, templates and processes to support timely implementation. We will integrate key components of the commercial terms and requirements established by Monterey as needed.

The solicitation document requirements will comply with the obligations of the relevant procurement statute and would at minimum include the scope of work to be performed, project requirements, a detailed description of Monterey’s procurement process and terms and conditions, pricing scenarios, a detailed project schedule and specific evaluation criteria.

The procurement documents will include the project requirements, a detailed description of Monterey's procurement process and terms and conditions, pricing scenario requirements, a detailed project schedule and specific evaluation criteria.

A key component to the solicitation document includes Beacon's pricing options workbook, which enables qualified solar firms to present lease, credit purchase and property tax pricing structures. As Monterey is aware, the solar assets to be installed on public property, if owned by a private third-party, are currently subject to personal and real property tax. The personal property tax liability, if not qualified for an exemption, can be negotiated under a PILOT, but the real property tax must be assessed annually. Beacon's pricing workbook enables solar firms to provide varying scenarios in the same format to allow for a direct financial comparison among proposals.

Further, working with Monterey we would compile the technical aspects of the solicitation documents including data requirements and supporting documentation (as available), including site assessments, reports, site plans and maps, closure and post closure reports, compliance filings, by-laws, etc.

We will develop and publish within the solicitation documents the comprehensive Evaluation Criteria and a Scoring Matrix to provide full disclosure to the solar firms of Monterey' critical selection requirements and considerations.

Solicitation Support:

Beacon will support Monterey throughout the procurement process providing leadership in responding to vendor inquiries and in issuing addenda. Beacon's experience with renewable generation projects uniquely positions us to advise and guide Monterey in responding to specific questions arising from these types of procurements.

Mandatory Pre-Proposal Conference and Site Visit Facilitation:

Beacon will facilitate the activities for a mandatory pre-proposal conference and site visit in advance of vendor proposal submission. Such mandatory pre-proposal conference shall provide interested bidders with project background, overview of the site and proposal requirements. Moreover, the mandatory pre-proposal conference will include an optional site tour of the overall parcel. If desired, the mandatory pre-proposal conference can be conducted via video conferencing such as Zoom. Beacon has facilitated such video conferencing sessions with much success in connection with projects exactly as contemplated by Monterey.

Commercial Contracting Support:

Relying on the recent local success of Beacon with respect to performance-based contracting of renewable energy infrastructure projects, Beacon will provide Monterey with draft specimen agreements for legal review by Monterey's Counsel. Beacon recommends that such draft specimen agreements be included in the procurement documents for two key reasons. First, it establishes a baseline for contract negotiations as part of the procurement process. Second, it expedites the process post vendor selection.

**Task 3. Vendor Selection Support**

Beacon will work with Monterey to evaluate the response from each vendor, conduct a thorough commercial review of each proposal and develop questions to the vendors that require clarifications to technical, economic, operational, and financial issues identified. In particular, Beacon will evaluate each proposal to identify the firms and proposed offerings that are likely to provide the greatest overall project value to Monterey with the least amount of risk, inclusive of qualifications and price.

Beacon will assess the reasonableness and completeness of each vendor's proposed decommissioning assurance and will advise Monterey as to the various types of arrangements suitable for projects of this magnitude.

Facilitate Evaluation and Interview Process

Beacon will provide Monterey with evaluation tools to empower the REWG to objectively evaluate the vendor proposals on a qualitative and quantitative basis; with the metrics weighted based on the relevant importance of each factor.

Beacon will support the interview process, providing structure and guidance to ensure Monterey is able to evaluate the vendors on an apples-to-apples comparison basis, and properly defend its final selection.

**Task 4: Financial Modeling**

Beacon will develop a financial model to enable Monterey to evaluate the financial benefits and impacts of the projects. Beacon's financial model will allow Monterey to evaluate the financial benefits of the proposed lease, utility credit purchase and PILOT offerings on a per kilowatt and per acre basis.

**Task 5: Project Optimization and Commercial Contracting Support**

Once a vendor(s) is selected, Beacon will support Monterey's Counsel in negotiating the terms of the long-term agreements. This negotiation may include project and system optimization to ensure Monterey is obtaining the best value and highest benefit available under the solar incentive programs. Further, critical to a successful long-term agreement is specifying the decommissioning assurance obligations.

Our market knowledge and experience dealing with the intricacies of the business itself empowers us to help clients negotiate commercially sound agreements that minimizes future risks to Monterey while providing balanced contracts to both parties.

**Task 6: Project Meetings, Presentations and Entitlement Support**

Beacon will support Monterey at its meetings with the REWG and other stakeholders. Additionally, Beacon will provide general project support to Monterey throughout the lifecycle of the procurement and entitlement process.

**EXHIBIT B – FEE SCHEDULE**

The fees for the tasks presented below cover the professional services provided by Beacon’s principal, Beth Greenblatt. For this engagement, Beacon offers to Monterey a discounted hourly rate for the professional services provided by Beth Greenblatt of \$165.00. Travel is billed at cost and travel time is billed at our customary rate of 50% of the professional service rate.

The following table presents the various tasks Beacon will undertake, along with an estimate of professional time and an associated budget of \$15,000 for of up to 90 hours of professional services. Travel and travel time are additional and will be billed separately. Beacon will invoice for actual professional time and travel expense.

TASKS	ESTIMATED HOURS
<b>Task 1: Strategy Development and General Project Support</b>	6 hours
<b>Task 2: Procurement Support</b> <ul style="list-style-type: none"> <li>• Solicitation Development</li> <li>• Solicitation Support</li> <li>• Pre-Proposal Conference and Site Visit</li> <li>• Draft Commercial Agreements</li> </ul>	20 hours
<b>Task 3: Vendor Selection Support for up to 4 proposals [1]</b>	24 hours
<b>Task 4: Financial Modeling</b>	8 hours
<b>Task 5: Commercial Contracting Support</b>	16 hours
<b>Task 6: Meeting, Presentations and Conference Calls</b> <ul style="list-style-type: none"> <li>• Professional time [2]</li> <li>• Travel</li> <li>• Travel time</li> </ul>	16 hours Billed at cost Billed at 50% of professional rate

**Notes:**

- [1] The budget assumes Beacon will conduct a thorough commercial review of up to 4 proposals including additional discovery and correspondence. Review of more than 4 proposals would be at an additional cost to the above budgeted amounts.
- [2] The budget assumes Beacon will participate in up to 16 hours of project meetings and conference calls, including a half day of remote vendor interviews. Any additional professional time would be at an additional cost to the above budgeted amounts.
- [3] Travel is billed at actual cost.
- [4] Travel time is billed at 50% of the professional services rate.



## TOWN OF MONTEREY

435 Main Rd. P.O. Box 308

Monterey, MA 01245

Benjamin Lamb  
1Berkshire Vice President of Economic Development  
66 Allen Street  
Pittsfield, MA 01201


Dear Benjamin,

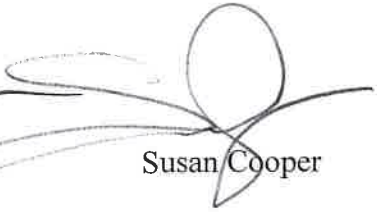
As the Select Board of the Town of Monterey in Berkshire County, Massachusetts we are delighted to provide this letter of support on behalf of the town for 1Berkshire's application to the U.S. Economic Development Administration's Build to Scale Venture Challenge grant program for the Berkshire Tech Impact Collaborative project.

In Monterey, we deeply value efforts that aim to raise up all members of our collective communities, support new industry development, and foster a more equitable landscape that supports our town and county. With the many notable successes and a long history of innovation, investment in technology, and life sciences advancement in many of the cities and towns across the Commonwealth, we recognize that the Berkshire Tech Impact Collaborative has the potential to translate a similar level of access, inclusion, and success for us here in the Berkshires. It is with a diverse economy, intentional focus, critical funding, and collective action that we can best serve the residents and businesses of our great county, and it is with this in mind that we strongly support the application by 1Berkshire to the U.S. Economic Development Administration's Build to Scale Venture Challenge grant program to unlock the full potential of the Berkshire Tech Impact Collaborative.

We are eager to support this effort, and excited for the benefits the project will bring to the Town of Monterey and the broader impact it will have as a new core component of the innovation and startup economy of Berkshire County.

Respectfully,

  
Justin Makuc, Chair  
Monterey Select Board

  
Susan Cooper

  
Frank Abbott

Phone: 413.528.1443 x114 Fax: 413.528.9452

[admin@montereyma.gov](mailto:admin@montereyma.gov)

[www.montereyma.gov](http://www.montereyma.gov)

## Town Administrator

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**From:** Joe Smith <JVS@wca.com>  
**Sent:** Monday, June 26, 2023 5:48 PM  
**To:** Town Administrator  
**Subject:** WCA Managed Infrastructure Proposal - Town of Monterey  
**Attachments:** Managed Services - Managed, Monitoring and Alerting (1).pdf; Town of Monterey - Managed Services - LOI.pdf

Dear Melissa,

I apologize for the time that I am sending this to you. I am writing to introduce you to WCA and present our proposal for a managed service partnership, specifically focusing on our Network as a Service offering. We believe that our comprehensive managed network services can greatly benefit your organization by providing efficient and reliable networking solutions while reducing your IT costs.

At WCA, we understand the importance of having a robust and secure network infrastructure to support your business operations. With our Network as a Service (NaaS) model, we take care of the complete network management, allowing you to focus on your core business activities while enjoying a hassle-free networking experience.

To provide you with more detailed information about our Managed Service program, I have attached a flyer outlining the services and benefits you can expect from WCA. This document will give you understanding of the value we bring to our clients and the competitive advantage we can offer your organization.

We would be delighted to discuss our proposal further and address any questions you may have. Please let us know a convenient time for a call or a meeting, and we will be glad to arrange it accordingly.

Thank you for considering WCA as your managed service partner. We are confident that our Network as a Service offering will empower the Town of Monterey with a reliable and efficient network infrastructure.

We look forward to the opportunity to work with you and contribute to your town's success. Please feel free to contact me directly for any further assistance.

Best regards,

Joe

Joseph Smith  
Account Executive  
Whalley Computer Associates  
[jvs@wca.com](mailto:jvs@wca.com) [jvs@wca.com](mailto:jvs@wca.com)  
413-454-9812  
[www.wca.com](http://www.wca.com)





**Whalley Computer Associates, Inc.**

Computer Sales and Service



# Managed Infrastructure

## Town of Monterey

June 26th, 2023

**Whalley Computer Associates**

9 Industrial Road  
Milford, MA

One Whalley Way  
Southwick, MA

[www.wca.com](http://www.wca.com)





## Whalley Computer Associates, Inc.



Computer Sales and Service

### WCA Solutions

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- Server and Desktop Virtualization
- Failover Architecture (BC/DR)
- Datacenter Deployment & Migration
- Server and Storage Consolidation
- Network Infrastructure
- As a Service Infrastructure (IaaS, DaaS, DRaaS)
- Assessment Services
- IT Security Services
- Infrastructure Support
- Infrastructure Management
- Engineering Staff Augmentation
- Green Computing Technologies
- Training and Testing

### Methodology

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This document serves to verify the expectations of both parties regarding the requested services, preliminary requirements, and determine next steps. Budgetary pricing is included. Confirmation of this does not deem an agreement on the client's behalf to engage with WCA, nor does it serve as a formal Statement of Work (SOW).

Acceptance of this proposal, either verbal or otherwise, serves as an indication and guide for next steps which would be the creation of a detailed scope of work.

We thank you for the opportunity to earn your business!

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## Whalley Computer Associates, Inc.



### Computer Sales and Service

#### **Client Request**

WCA has been asked to provide a solution to assist Town of Monterey with Full Managed Services including End User Support, Managed Workstations, Managed Server, and Managed Network as a Service. The below solution outlines what is included in WCA's Managed Services offering. This proposal is based on the number of devices that WCA will be responsible for. The below Pricing Summary provides budgetary pricing based on the below Solution.

#### **WCA Solution**

The solution proposed by WCA includes the following components:

- Service Desk for Unlimited End User support requests
- Managed XDR Threat Protection on all Endpoints
- Managed Patch Management on all Windows Endpoints
- Microsoft 365 Management and Support
- 24/7 Infrastructure Monitoring and Alerting through WCA's Network Operations Center
- After-Hours Emergency Remote Support for Critical Alerts and requests via a combination of WCA's Service Desk and Network Operations Center
- Annual IT Audits to best practice standards through Technology Business Reviews to identify gaps and provide future technology road maps.
- Infrastructure Mapping and Documentation Services
- Customized Monthly Health Reports



# Whalley Computer Associates, Inc.



Computer Sales and Service

## Pricing Summary (Recurring Costs)

Description (Monthly Breakdown)	Term	Price
Service Desk for End User support (Includes Microsoft 365 Support) – Qty 14	36 month	\$1,400.00
Managed Endpoint (Including Threat Protection and Patching) – Qty 8	36 month	\$80.00
Managed Server (Includes Threat Protection and Patching) – Qty 1	36 month	\$100.00
*Network As A Service (2 Meraki MR44 Access Points, 1 Meraki MS210-24 Switch, 1 Fortinet 60F Firewall w/ IPS Services)	36 month	\$420.00
Managed Network As A Service Base	36 month	\$300.00
Strategic Business Planning – Qty 1 per year	36 month	\$90.00
<b>Total:</b>		<b>\$2,390.00</b>

\*Network As A Service pricing is budgetary only and may change depending on availability

## Pricing Summary (One Time Costs)

Description	Term	Price
Onboarding Fee (Time and Materials Not to Exceed)	N/A	\$10,000.00
<b>Total:</b>		<b>\$10,000.00</b>



1 Whalley Way  
Southwick, Ma 01077

9 Industrial Road  
Milford, Ma 01757

- Phone: 877-569-4200
- Email: [wcabiz@wca.com](mailto:wcabiz@wca.com)
- Website: [wca.com](http://wca.com)

## Whalley Computer Associates

WCA is an exceptional technology sales and service organization that partners with customers to reduce their costs and increase the efficiency through technology. We accomplish this by providing unbiased presales consultation, exceptional pricing, outstanding deployment and maintenance services anywhere in North America.



### About WCA

Locally owned family business since 1979

140 Computer Professionals

40 Technicians and Engineers

Two World Class Facilities

VarBusiness ranks WCA in the top 1% of All Solution Providers in the United States

HP, Dell, Lenovo & IMSN rank WCA amongst the best service organizations in America

IBM recognized WCA as one of the best six service organizations in North America

### Managed, Monitoring, Alerting & Support

WCA offers Managed Services that can help improve your company's IT success. Our team can manage your company's equipment many other capabilities including the following:

- Cyber Security Monitoring Systems
- Remote Support Call Center
- Incident and Project On-site Staffing

*Full Details on these services can be found on the back of this sheet.*

# Managed Service Offerings - Managed, Monitoring, Alerting & Support

## Cyber Security Monitoring Services

- Knowledgeable Support Engineers with expertise in all fields of today's top business applications

## Remote Support Call Center

- Team of Remote Technology Engineers in the WCA Client Command Center handling Support Calls Monday- Friday 7am-7pm

## Incident and Project On-site Staffing

- Over 120 Computer Specialist available for special projects deployments or emergency incident response

Senior Level Engineering services	✓
Live Support Desk M-F 7a-7p	✓
24 Hour Urgent Support	✓
Antivirus Client For All Computers	✓
Cyber Security Monitoring	✓
24x7 Alerting And Monitoring Of All City Systems	✓
Inventory Management	✓
Asset Management/Tracking	✓
CIO Services (VCIO)	✓
Future Project Planning	✓
Software Licensing Management	✓
Incident Tracking/Management System	✓
Software Update Management	✓



Please contact Whalley Computer Associates for all your Managed Service needs.

Kevin Russell | Manager of Managed Services | [kdr@wca.com](mailto:kdr@wca.com) | (w) 413.569.4382 | (m) 508.330.7709



CBS VENTURES, INC. D/B/A  
NETWORK ENGINEERING & SECURITY  
164 Main Street  
Becket, MA 01223  
(413) 623-0172  
(413) 623-8933 [FAX]

June 21, 2023

Melissa Noe  
Town of Monterey  
435 Main Road  
Monterey, MA 01245

Dear Ms. Noe:

Thank you for considering Network Engineering & Security for your current and future computer needs. I am pleased that you find my services to be of value to you and I look forward to our continued business relationship. I have included pricing on network upgrades:

**File Server:**

1	NEX-R-2U	Intel Dual 12 Core Xeon File Server 2U Rackmount Chassis Dual Intel 2.6ghz 12 Core Xeon Processors 64GB Dual Ranked DDR4 ECC Registered RAM 2 1.92TB Solid State Hard Drives (Hardware RAID 1) 2U Tower Chasis w/ Redundant 1100W Power Supplies	\$7,550.00	<u>\$7,550.00</u>
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<b>Installation of 1 Physical Server Running 2 Virtual Servers:</b>			\$2,500.00	<u>\$2,500.00</u>
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<b>Total Server/Installation:</b>				<u>\$10,050.00</u>
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**Software Licenses:**

12	GMGF0D5RK0994-P	Windows Server 2022 Core	\$134.00	\$1,632.00
15	GMGF0D5VX-0006-P	Windows Server 2022 - 1 User CAL	\$46.00	\$690.00
5	GMGF0D7HX-0009-P	Windows Server 2022 - 1 User RDSCAL	\$130.00	\$650.00

<b>Total Licensing:</b>				<u>\$2,972.00</u>
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**Microsoft Office (Optional):**

15	021-10625	Microsoft Office 2021 Standard Government	\$450.00	\$6,750.00
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CSS VENTURES, INC. D/B/A  
NETWORK ENGINEERING & SECURITY  
164 Main Street  
Becket, MA 01223  
(413) 623-0172  
(413) 623-8933 [FAX]

**Local Backup Software/Hardware:**

1	BUA	BackupAssist w/ 2 year Protection	\$449.00	\$449.00
1	BUA-HV	BackupAssist Hyper-V Add-on	\$249.00	\$249.00
5	S4TB30	Seagate 4TB External USB 3.0 Backup Hard Drives	\$115.00	\$575.00

**Total Backup Software/Hardware**

\$1,273.00

**Cloud Backup (Optional but recommended):**

1	BUACL	BackupAssist Cloud Backup Option	\$129.00	\$129.00
12	CloudBU	Cloud Backup Storage (Monthly Recurring)	\$89.00	\$1,068.00

**Tpta; Cloud Backup Option**

\$1,197.00

If you have any other questions, comments, or concerns, please feel free to give me a call and once again thank you for the opportunity

Sincerely,

John E. Shannon III, ASE,CNE,A+  
Senior Systems Engineer



CSS VENTURES, INC. D/B/A  
NETWORK ENGINEERING & SECURITY  
164 Main Street  
Becket, MA 01223  
(413) 623-0172  
(413) 623-8933 [FAX]

June 16, 2023

Melissa Noe  
Town of Monterey  
435 Main Road  
Monterey, MA 01245

Dear Ms. Noe:

Thank you for considering Network Engineering & Security for your current and future computer needs. Here is the quote for the Service Contract as we discussed.

**Service Contract:**

1	NETSERV	Network Service Contract	\$2,800.00	\$2,800.00
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**Anti-Virus and Endpoint Detection & Response**

14	NGAVEDR	Webroot NGAV / EDR - Per PC Per Month	\$30.00	\$420.00
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If I got the total number of PCs incorrect for NGAV, simply add \$30.00 to the total for each additional PC.

As we discussed our service contracts are all inclusive. If you have a problem, we either remote in or stop by to correct it. If we determine the problem is with one of the various software packages used and not the Network, PC, or Operating System, we will point the user to the software vendor and assist as necessary.

Any network reorganization needs would be billed separately at our normal Service Contract Labor rate of \$150/Hr. When you decide your timeframe for shifting to Office 365, we can give you a proposal on the total cost of the conversion.

If you have any other questions, comments, or concerns, please feel free to give me a call and once again thank you for the opportunity.

Sincerely,

John E. Shannon III, ASE, CNE, A+  
Senior Systems Engineer



## Town Administrator

---

**From:** Shannon, John <JShannon@netengsec.com>  
**Sent:** Wednesday, June 21, 2023 10:07 AM  
**To:** Town Administrator  
**Subject:** RE: IT support

Melissa,

Yes. The \$2,800 covers everything you detailed. At least for year 1. If we find there is a lot of work, Year 2 and forward may increase accordingly beyond inflation levels.

I'll conform a quote for you and get that sent out. I recently did one for Becket and the pricing hasn't changed significantly so it shouldn't take too long.

Thank you,



John E. Shannon III  
Senior Systems Engineer/Owner  
Network Engineering & Security  
(413) 623-0172 x 202  
[www.net-engineering.com](http://www.net-engineering.com)

I encourage everyone to go to our website under the news section to review our article on good e-mail security practices.

Follow us on Facebook and Twitter to be notified when we post information about malware and other subjects on our website.

Social media links are on the footer of our webpage.

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**From:** Town Administrator <admin@montereyma.gov>  
**Sent:** Tuesday, June 20, 2023 4:41 PM  
**To:** Shannon, John <JShannon@netengsec.com>  
**Subject:** RE: IT support

So just to make sure I have it clear it is \$2800/year for you to monitor our cloud servers and handle as many tech calls that come in, right?

The only thing missing was you were going to send me a quote for a server and installation (believe you said \$10,500) but I would like something in writing for the Board to review/consider.

Melissa

---

**From:** Shannon, John [<mailto:JShannon@netengsec.com>]  
**Sent:** Friday, June 16, 2023 9:36 AM  
**To:** Town Administrator <[admin@montereyma.gov](mailto:admin@montereyma.gov)>  
**Subject:** RE: IT support

Melissa,

## Town Administrator

---

**From:** Shannon, John <JShannon@netengsec.com>  
**Sent:** Wednesday, June 21, 2023 11:24 PM  
**To:** Town Administrator  
**Subject:** RE: IT support  
**Attachments:** ToNM - Server Upgrade - Town Hall.pdf

Melissa,

Here is the pricing on the server upgrade. This includes 5 licenses for Remote Access via Microsoft Remote Desktop Web Services though I didn't include the \$4/month/user for DUO for 2 Factor Authentication which is no required by MIIA for Cyber Insurance. You could continue to use your current remote desktop solution or add the total number of licenses (above the 5 I specified) and the \$4/month/user to get the accurate pricing.

Though I'm a proponent for keeping my data on my own servers (or at least local to me) and I don't like cloud based software since it locks you to that vendor too tightly, so much of your software is already in the cloud I can't really make a recommendation either way.

Thank you,



John E. Shannon III  
Senior Systems Engineer/Owner  
Network Engineering & Security  
(413) 623-0172 x 202  
[www.net-engineering.com](http://www.net-engineering.com)

I encourage everyone to go to our website under the news section to review our article on good e-mail security practices.

Follow us on Facebook and Twitter to be notified when we post information about malware and other subjects on our website.

Social media links are on the footer of our webpage.

**From:** Town Administrator <admin@montereyma.gov>  
**Sent:** Tuesday, June 20, 2023 4:41 PM  
**To:** Shannon, John <JShannon@netengsec.com>  
**Subject:** RE: IT support

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Melissa

**From:** Shannon, John [mailto:JShannon@netengsec.com]  
**Sent:** Friday, June 16, 2023 9:36 AM