

Bid# 7985
Contract# BC-23-7985

**Contract for Services
Terms and Conditions**

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

THIS AGREEMENT is made this 7th day of September 20 22 by and between

The Master's Touch, LLC 1405 N Ash Street, Spokane WA 99201

(Contractor's Legal Name and Address)

(hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

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 Project Description and Exhibit 1 Technical Proposal consisting of twenty four (24) 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:

Attachment C Amendment 1 consisting of one (1) page

4. **Time of Performance.**

9/7/22

Start Date

6/30/25

End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: Town of Yarmouth

6. Payment:

- A. The County shall compensate the Contractor for the services rendered at the rate of \$ varies per attachment B (e.g., hour, week, quarterly, 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 X (specify) per attachment A.
- 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: \$ 10,602.00 per year

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. Certification. Contractor certifies under the pains and penalties of perjury that pursuant to Mass .Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination;

8. 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.

9. 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.

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. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including reasonable legal expenses) resulting from any claim based upon to the extent caused by breach of this contract or negligent acts, errors or omissions or willful misconduct of the Contractor, its employees or its agents in providing its service(s) to the County pursuant to the Contract. After prompt notification of a claim by the County, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The County shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law. Notwithstanding the foregoing, Contractor has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Contractor's finally determined percentage of liability as determined by a court of competent jurisdiction.

23. **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)

24. **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.

25. **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.

26. **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 for Contractor's negligent actions in performing of the Scope of Services.

27. **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.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Jennifer Frates Chief Procurement Officer
3195 Main Street, Barnstable, MA 02630 jennifer.frates@barnstablecounty.org 508 375 6637

To the Contractor: Jim Cote, President masters@themastertouch.com
The Master's Touch, LLC 1405 N Ash Street Spokane WA 99201

Employees of Barnstable County shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this date: 9/25/2022

FOR THE COUNTY:

BARNSTABLE COUNTY:

DocuSigned by:

CC780D50A9064FE...

FOR THE CONTRACTOR: The Master's Touch, LLC

DocuSigned by:

AB0ED5E4D05B4A8
Jim Cote, President
9/21/2022
Date

ATTACHMENT A
Project Description

Scope of Work

PURPOSE:

On behalf of the Towns of Barnstable County, the Chief Procurement Officer (CPO) is soliciting responses from qualified firms who perform utility and tax bill printing. This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B.

A three (3) year contract shall be awarded, pursuant to M.G.L. c.30B, to the responsible and responsive proposer offering the most advantageous proposal. The County anticipates a September 1, 2022 start date; however, the actual period will be determined as mutually agreed upon between the County and successful Respondent.

The County expects the Vendor to provide the following services:

1. Vendor must accept a data file transmission from the Towns;
2. Vendor must provide PDF documents to the Towns' Online payment Vendor as they require to allow for the bills to appear on the online bill payment vendor's website.
3. Vendor must receive a file from the Towns' Online payment and, based on that file, suppress the printing of bills based on a request to do this from the Bill Pay customer.
4. Vendor must provide bill proofs to the Towns prior to each billing, demand and warrant printing.
5. Vendor must provide #10 Outbound envelope, #9 Courtesy Reply envelope, 8.5" x11 Invoice micro-perforated at remittance stub.
6. Vendor must be able to laser print invoice on 8.5" x 11" sheet of paper (with color-coded stripe or print to distinguish each type of invoice, micro-perforated at remittance stub with OCR-A scan line for both the Customer and Towns copy since the customer does not always provide the correct coupon.).
7. Invoice and return address envelope #9 must be included in the mailing sent to the customer.
8. Vendor must have in place and provide as part of the response a comprehensive Quality Control Plan for ensuring the data, printing, and mailing is error-free- no poor quality outputs or reprinting must be done.
9. Vendor must produce and deliver mail to the USPS.
10. Vendor must mail via presorted First Class mail to maximize postal discounts.
11. Affidavit of mailing is required and should be mailed directly to the Treasurer.
12. Vendor must provide a description of printing and mailing equipment used and explain how redundancy is achieved in the event of equipment failure at the facility.
13. CASS Certification must be run to get the best bulk mailing rates.

14. Issues with CASS certification errors for the address for the bills must be provided to the Towns so that the Towns can correct its address information.
15. Vendor must prepay for postage on Towns' behalf and bill the Towns for actual postage used on a monthly basis.
16. Access and training on the latest tools available to printer, including but not limited to mail delivery verification, CASS, Forwarding, and other tools currently available and may become available in the future.
17. Continue to provide information on changes to the bill print State requirements, and advice on how the Town can adhere to State requirements.
18. Continuously provide best practice information learned from other communities.
19. Immediately change the envelopes to all the Post Office to forward mail to Tax and Utility billing customers. The address on the bill should not be changed.
20. For each mailing, provide statistics on the combination of the same bill type where the name and mailing address are the same and the documents are stuffed in the same envelope. Please also provide Statistics on when the Personal Property tax bills are stuffed in an envelope together with a Real Estate tax bill. Provide a list of Personal Property tax bills that were not stuffed into the same envelope with a Real Estate bill. Most often this will occur with commercial businesses.
21. Help resolve with the Post Office street name issues for the Town addresses that are not properly recognized in CASS databases.
22. Invoices must be printed on recycled or sustainably certified paper.

Other options that can be provided to the Town to be evaluated:

1. Ability to match multiple bills destined to the same customer and mailing address in the same batch. Matched bills must be inserted into one appropriate size envelope and metered first-class separately and delivered to the USPS at the same time as all other bills are delivered.
2. Other ways to save the Towns money or time.

Additional Information:

Please Note that the Estimated Quantities listed in the Bid Form are for original billing only. Demands are not included but will need to be printed on an ongoing basis.

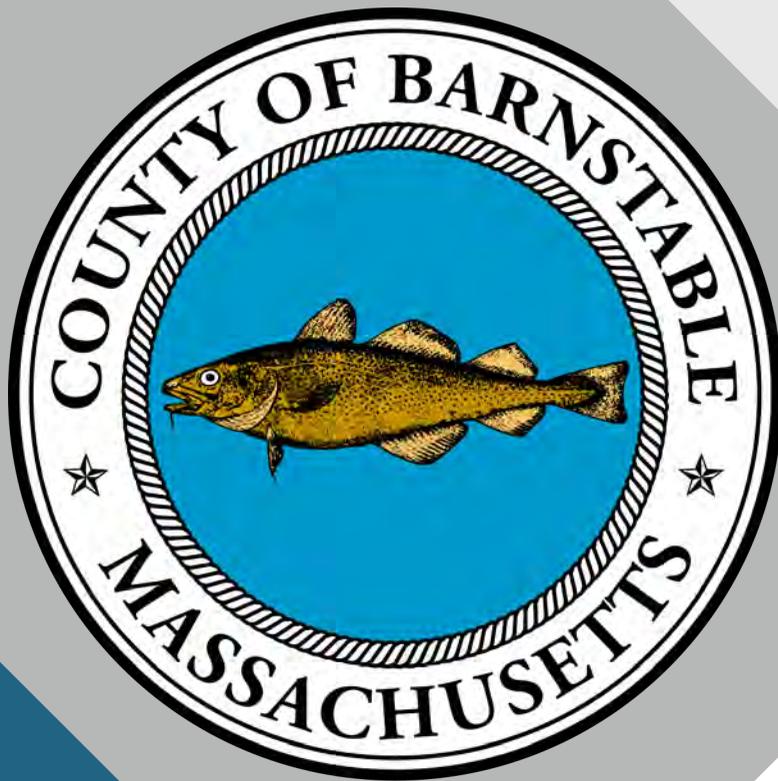
The Town of Barnstable has 5 Fire Districts that require additional tax rates to be printed on Real Estate and Personal Property bills.

Town of Chatham requires the following colored paper on their Utility Bills

- Real Estate – Green
- Personal Property – Pink
- Water - Blue



EXHIBIT 1



Barnstable
County, MA

RFP NO. 7985
Utility and Tax Bill
Printing and Mailing

Contact: Jim Coté
(800) 301-1347

masters@themastertouch.com



(800) 301 - 1347
(509) 326- 7214 (fax)



www.themastertouch.com
masters@themastertouch.com



Dear Barnstable County Selection Team,

Date: 08/16/2022

The Master's Touch, LLC is pleased to present this response to the Towns of Barnstable County, based on its request for proposal for utility and tax bill printing and mailing due August 18, 2022.

TMT is confident that our offering and benefits will provide the Towns and its customers with the greatest value in the market today. In addition to your core requirements, TMT has provided cost savings alternatives and made mention of added features we are able to provide, including our online statement presentment solution, no-charge full color printing, and IMb Trace technology.

TMT has been in business since 1994 and provides tax bill printing and mailing services to hundreds of municipalities in 29 states across the country, including Massachusetts. Our clients range in size from 5,000 to over 1 million statements per year and all of our work is completed in house with no subcontracting whatsoever.

Why Choose The Master's Touch, LLC?

- One of a small handful of mail service providers in the country that are USPS Full Service and Seamless certified, which guarantees Barnstable County the lowest cost presort possible with postage rates that are **never** marked up.
- Ability to provide statements electronically through our secure web-based eNotices portal. This opt-in system, which currently stores some 75 million statements for over 400,000 users across the country, allows County customer service officials access and provides automated email notifications to users, also allowing them to make payments online.
- State of the art technology that allows you to update the look and feel of your statements, including the ability to add more color to your logo, along with bolded headlines and colored variable data. With these changes, you can encourage your customers to take action by drawing their attention to critical information, in addition to simplifying document navigation, supporting your branding efforts, and strengthening the aesthetic appeal of your statements at no additional cost! **Even further, TMT is offering all graphics and data revisions required to fully utilize this new opportunity at no charge!**

ADDRESS:

1405 N. Ash Street, Spokane, WA 99201



(800) 301 - 1347
(509) 326 - 7214 (fax)



www.themastertouch.com
masters@themastertouch.com



- No need to order preprinted stock or worry about expensive inventory or product spoilage thanks to our full-color, "White Paper Factory" variable printing capabilities. Now you can print only what is needed rather than preprinting an excess number of forms based upon projections of how many records may be in the final data file. You pay only for what you use!
- Our famous "Second Mile" customer service, which includes friendly, timely and personalized guidance from one of our dedicated USPS-certified Mail Design Professional (MDP) Mission Managers.

TMT is an experienced and proven mail service vendor that provides unequalled technical support. We believe that efficiencies can be improved by introducing new thoughts and ideas. We are proud to say that in 27+ years we have never had a public agency client discontinue services with TMT due to programming, production, quality, customer service, or operational issues. We think that makes us pretty unique in our industry. We firmly believe that entering into a partnership with the Towns will result in an efficient and cost-effective solution for the people of Massachusetts and Banstable County and we thank you for this opportunity to provide our services.

I certify that the information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Barnstable as to any material facts and is valid for one hundred eighty (180) calendar days from the RFP due date.

A handwritten signature in black ink that reads "Jim Cote".

JIM COTE
President
masters@themastertouch.com

ADDRESS:

1405 N. Ash Street, Spokane, WA 99201



THE MASTER'S TOUCH, LLC

(800) 301-1347
masters@themastertouch.com
1405 N Ash Street, Spokane, WA, 99201
Tax ID: 14-1867056



Spokane, Washington

BACKGROUND & EXPERIENCE

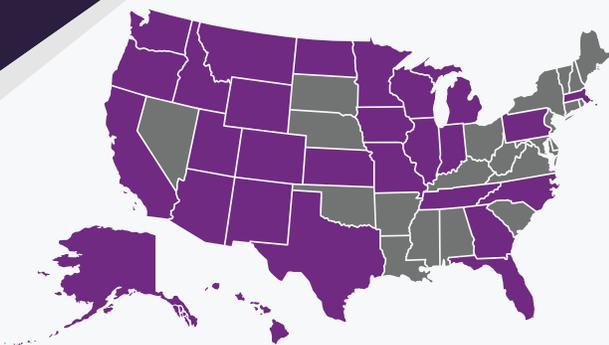
- Over 25 years of experience in providing similar types of services
- All work and services performed in-house with no subcontracting

www.THEMASTERSTOUCH.com

“Our mission is to provide complete print and mail solutions that minimize costs and maximize efficiencies in order to provide highly effective mailings with 100 percent accuracy and unsurpassed turnaround times. We will be driven by our passion to not just meet customer expectations, but to exceed them wherever possible.”

Our Company

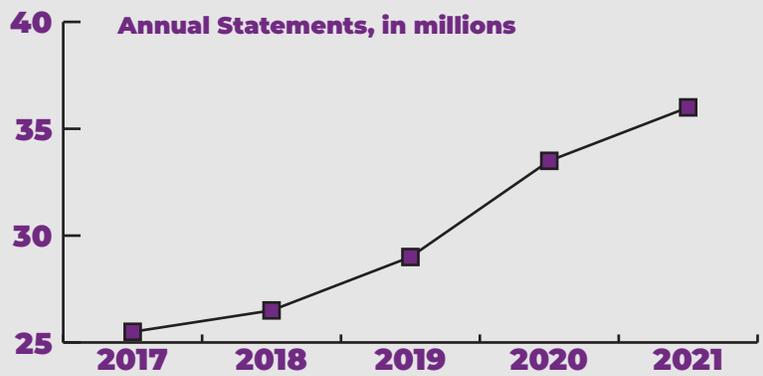
The Master's Touch, LLC has been providing reliable, accurate, and easy to use print and mail services for our customers for over 25 years. What started in 1994 as a small-scale, envelope-stuffing operation in the spare room of our founder's family home has seen us grow into one of the leading mail service providers in the country, complete with twin production facilities in Spokane, Washington and Tempe, Arizona, along with sales offices in Kaneohe, Hawaii and Des Moines, Iowa. We are excited to prove to you why we're the best fit for your printing and mailing needs.



TMT clients include over 700 private and public organizations, including government agencies and municipalities, in 29 states across the country, spanning every time zone.

TMT Mail Volume and Capacity

TMT mail volume has grown every year but one in our 25 year history. In 2021, TMT produced over 36 million statements and we expect to eclipse that number once again this year. Our bread and butter is printing and mailing statements for municipal and government entities, which makes up some 85% of our annual workload.



COMPANY RESUME

1994 TMT Founded	2013 TMT Launches eNotices	2016 Tempe Facility Opens	2018 TMT becomes a White Paper Factory Facility	2021 TMT begins manufacturing envelopes
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TMT's twin production facility in Tempe, Arizona

01 Despite TMT's steady growth, we remain committed to ensuring the needs of our current customers are never compromised.

02 Each of TMT's state of the art production facilities can print 240,000 statements per eight-hour shift, for a total of 480,000 per shift between the two locations.

03 Currently, TMT prints and mails an average of 75,000 statements per day per facility, which means we can comfortably add volume for the Towns of Barnstable County while still allowing for continued growth.



TMT AT A GLANCE

Feature

- USPS Full-Service and Seamless Certified ✓
- 17 Mail Design Professionals On Staff ✓
- Electronic Statements (eNotices) ✓
- Full-Color Printing at No Extra Cost ✓
- Statement Redesign Services ✓
- IMb Trace, CASS, NCOA, ACS, and more! ✓
- On-Demand Print / White Paper Factory ✓
- Second Mile Customer Service ✓

No Subcontractors

TMT mailings involve no subcontracting, so the coordination of your project is seamless and without interruptions or delays. TMT's completely self-contained services include graphic design, high-level data processing, envelope printing and manufacturing at 250,000 per day, on-demand print of both static and variable data in color at 800,000 bills per day, mail preparation utilizing the latest 2d barcode technology, electronic statements, and PDF fillable forms. All work is performed by TMT employees, with no outsourcing of any part of the work. This is a key reason how and why we can guarantee our mail dates and never miss.



THE MASTER'S TOUCH, LLC

(800) 301-1347
masters@themastertouch.com
1405 N Ash Street, Spokane, WA, 99201
Tax ID: 14-1867056

PROJECT NARRATIVE & VALUE ADDED SERVICES

- *USPS Full-Service and Seamless Certified*
- *Intelligent Mail Barcode (IMB Trace) Provider*
- *SOC Audit Type 2 Certified*

www.THEMASTERSTOUCH.com

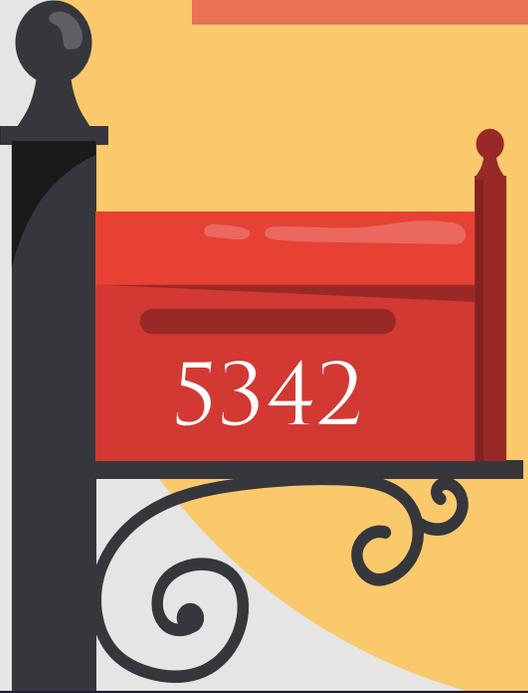


Experienced and Knowledgeable

TMT sees itself as a Goldilocks-sized service provider - big enough to manage the largest mailings, but still small enough where we can remain flexible and consistently meet the quick turnaround times that are inevitable in this business. And because 95% of TMT's mail is first class, as opposed to marketing mail, our processes and procedures are specifically tailored for clients like Williamson County who require a knowledgeable, honest, and diligent printer who can efficiently and accurately print and mail confidential documents, even including those with the most sensitive data. TMT complies with IRS standards and is covered by both HIPPA and SOC Type II audits. Additionally, TMT is covered by a \$5 million cyber security policy. A copy of our most recent SOC report is included. TMT is proud to report that we have never been cited for a SOC Type II exception!

What to look for in a

MAIL SERVICE PROVIDER (AND WHY IT MATTERS)



When deciding which mail service vendor to use, it's essential to eliminate common misconceptions that confuse and distort an apples to apples comparison among providers. Many in the print and mail industry claim to offer the lowest prices, the quickest turnaround times, and the most attentive customer service. The truth is, USPS certifications vary widely among mail service vendors, resulting in significant differences in postal rates and their ability to offer special services only afforded with for those with professional certifications.

USPS Certified Full-Service Mail Services Provider

All print and mail vendors are either Basic Service providers or have been USPS certified as a Full Service provider. The latter is a USPS-conferred certification that proves a vendor is in compliance with all USPS procedures and requirements for CASS address validation, NCOA move update compliance, PAVE presort, IMb barcode, and Seamless Acceptance. These services are essential in order for your mail vendor to qualify your mail for the deepest automation discounts. Special services, such as IMb Trace and ACS allow a Full Service vendor to track your mail and provide address updates at no charge to you. As of December 2020, only 88 print and mail companies out of thousands operating nationally have been awarded this prestigious certification. TMT earned it in 2014. Do not misunderstand! Basic preparation *does not* qualify for the same rates! *Only* a "Full Service" provider can get you the very lowest postage, which can be as low as \$.423 per mail piece. This is why many "Basic" preparers do not provide clients with a copy of the USPS 3600 report that is required by the USPS for every first class mailing submitted. The 3600 report identifies the postage rates that each mail piece qualified for. Most mail service providers simply show a total postage due without a breakdown, allowing them to mask the true rates your mail qualified for. TMT, however, provides a copy of the 3600 for each mailing!

UNITED STATES POSTAL SERVICE

SEAMLESS ACCEPTANCE

TMT also earned the USPS Seamless status in 2018 and is proud to be one of only a handful of mail service providers in the country who have received this prestigious USPS certification. To earn the right to be Seamless, a mail service provider must undergo extensive and rigorous mail preparation testing by official US Postal Service auditors. Every mailing presented over a three-month period is scrutinized and verified for proper mail piece preparation, mail piece counts, barcode and presort accuracy. The vendor must obtain a 99 percent error-free rate for 90 consecutive days in order to earn Seamless status. It is tough, but worth it.

Since near perfection is proven during Seamless testing, your mail is allowed to bypass the normal mandatory postal clerk verification and is, instead, inducted directly into USPS production lines. TMT's Seamless status provides you with assurance that your mail will always qualify for the lowest postage rates without penalties. Seamless certification is limited to vendors who first certify as a Full-Service mail service provider.

Delivery Times

THREE CRITICAL REASONS TO SELECT A SEAMLESS PROVIDER

Seamless acceptance reduces mail delivery by one to two days, since time-consuming postal clerk verification is avoided and your mail is inducted directly onto USPS production equipment. As a result, TMT mail is nearly always delivered in one to three days without respect to delivery destination - even for Massachusetts mail recipients. We can confidently make that promise based upon actual mailings we have already done for many County treasurers and utilities in Massachusetts.



Postage Penalties



This Will Become Mandatory

Seamless is essentially equal to "error free", which means you don't have to worry that your mail will ever be assessed postage penalties. Those who do not mail Seamless must have their mail verified by postal clerks. When an error is detected through spot-checking, the entire mailing is assessed a penalty, which could require forfeiting the automation postage discount - that's as much as 6.2 cents per mail piece! Beware - these penalties are often passed on to the customer unaware and without being itemized as a penalty.

The USPS has been steadily moving toward elimination of postal clerks who check in and verify bulk mail. In an ongoing effort to cut costs, eventually the USPS will no longer employ verification clerks at all and will instead make Seamless a requirement for those who wish to mail at discounted automation rates. This means that any vendor without a Seamless certification will receive no postal discounts! And here's the catch: if you are in the middle of your contract with a mail service provider who is not Seamless when this happens, your automation discounted postage rates will disappear. Postage rates for all non-seamless mail will rise by 6 - 7 cents each.





The print and mail industry never stands still. One of the more dramatic and cutting-edge technologies introduced over the last couple of years is the White Paper Factory system, which TMT proudly converted to in 2018. In this new end-to-end, integrated print-to-mail approach, we allow our customers to say goodbye to traditional pre-printed forms and envelopes and instead start each job with just blank paper. By combining high-performance printing with data-driven, high-integrity software, our print technology delivers

the speed, print quality, per-piece affordability, and flexibility that most of our competitors can't match. Our machines can print both front and back in one pass in high-quality black and white or full color "on-the-fly" as part of your normal print and mail production run. Thanks to this technology, there is no need to order preprinted stock or worry about expensive inventory or product spoilage. Now, you can print only what is needed rather than preprinting an excess number of forms based upon projections of how many records may be in the final data file. You pay only for what you use!



WHITE PAPER FACTORY



Another benefit of this technology will allow the Towns of Barnstable County to update the look and feel of their statements, including the ability to customize the print for each form with unique logos and contact information. With these changes, you can encourage your customers to take action by drawing their attention to critical information, in addition to simplifying document navigation, supporting your branding efforts, and strengthening the aesthetic appeal of your statements at no additional cost! **As an added bonus, TMT is offering all graphics and data revisions required to fully utilize this new opportunity at no charge!**

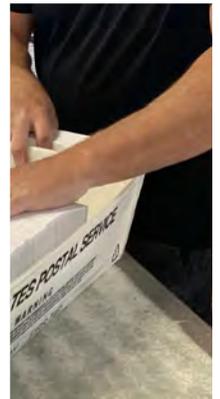
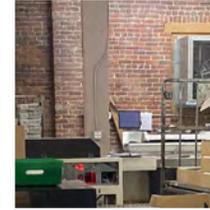


HOW TO GET THE LOWEST POSTAGE

CASS Verification

Only CASS-verified addresses are eligible for significant postage discounts. TMT has invested in the best mailing software available to ensure the highest CASS certification percentages – typically 98-99%. TMT's CASS software goes beyond declaring an address good or bad. It contains algorithms and logic that can actually fix many defective addresses, such as a missing or inaccurate directional or suffix, then adding the appropriate zip+4 that will qualify that piece for a postal discount.

Remember: all non-certified addresses mail at the full retail postage rate (between 53 and 58 cents vs. a rate as low as 42.3 cents each if full service certified), which emphasizes the importance of validating and fixing as many addresses as possible, so you avoid paying full retail price whenever possible. Another significant benefit is that CASS-verified addresses get delivered, while non-CASS verified addresses are most often returned as undeliverable mail.



National Change of Address (NCOA)

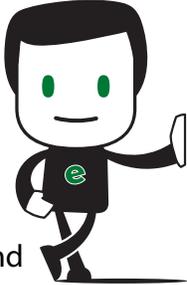
Since 2008, the USPS has required "Move Update" on all mail pieces included in a presort mailing. Our NCOA software fulfills this requirement. Most software uses an 18-month look-back period to check for name and address changes, but TMT uses an enhanced NCOA-48 technology which looks back 48 months for these updates, yet another way TMT guarantees accurate mail piece delivery and reduced returned mail.

Real-time Address Correction Service (ACS)

ACS works in a similar fashion as NCOA, but instead of verifying addresses using directories that are up to 30 days old, it works in real-time. Note that mail prepared Basic Service will cost you 12 cents per correction, but because TMT is a USPS certified Full Service provider, **there is no per piece correction fee.**

AEC Verification

This optional service provides tremendous value for those Counties that may wish to make the extra effort to correct even addresses that fail CASS certification. AEC utilizes postal carrier knowledge to reduce your undeliverable mail to near zero.



“eNotices” is a simple yet innovative service The Master’s Touch, LLC created in 2013 for the purpose of delivering statements to customers without using paper and envelopes. It has grown quickly and is now deployed across the country. eNotices has over 400,000 registered users and is hosting over 92 million statements.

eNoticesOnline   

Welcome to eNoticesOnline.com

eNoticesOnline.com gives you so many ways to save while reducing your paper footprint and going green. It's quick, it's easy and it's FREE to go paperless on your next notice.



-  Save Steps - You simply get an email any time a new notice become available on your account.
-  Save Stamps - Save the cost of postage and declutter your mailbox.
-  Save Time - View your notices from anywhere from your phone, tablet, or computer.
-  Save Trees - Receive your notices digitally to reduce paper consumption.



Create a new account

Already have an account?

Are you new to eNoticesOnline.com? Click on "Create New Account" below to get started.

Click on "Log In" below to get started.

Create New Account

Log In

Having trouble creating or accessing your account?

Go to our [Help Portal](#) and submit a ticket and our friendly help staff will help to resolve your issue.

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eNotices is designed to be an option for traditional print and mail. As such, we offer it as an alternative to your customer when we print and mail your statements. Included on your customer’s printed notice is a means to uniquely authenticate your customer so that when they register, we can be certain the individual is properly and legally registering for their own account and not another’s by mistake. First time registrants create their own user name and password and designate the email address where they want to receive notification when their electronic statements are ready for viewing. The email address they wish to use is also verified before an account is opened. Once an account has been activated, the registrant can view an exact replica of their paper statement, download and print on their own printer and/or pay their statement online utilizing your online payment provider or ours.

Once an individual has registered for eNotices, all future paper statements are suppressed. Instead, an email notification is generated and sent to the address they registered with to alert them that a PDF of their statement is ready for viewing on our secure website ‘eNoticesOnline.com’. The entire site is managed and maintained by The Master’s Touch, LLC and includes an online help desk.

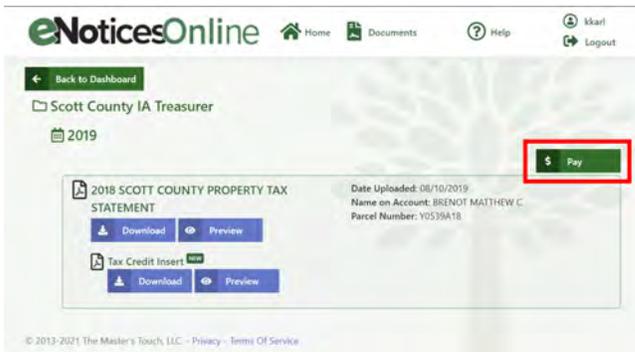
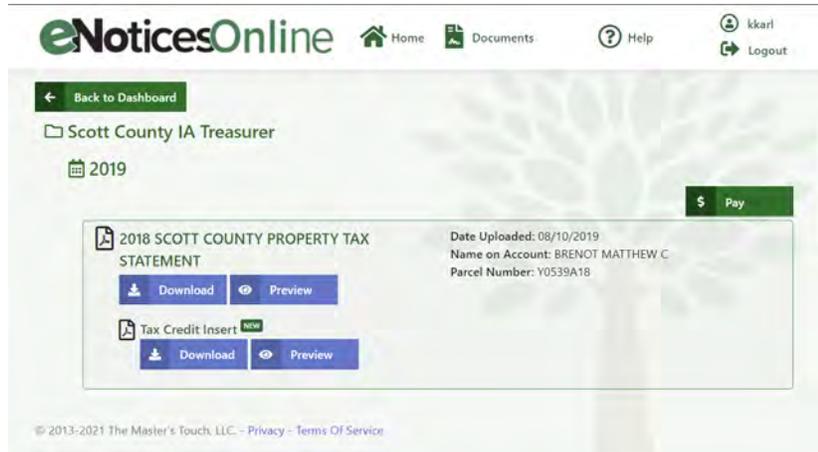
If after a set period of time, you wish to download all those who have not viewed their notice, we can do that, then print and mail those statements at the same rates offered in this RFP.

An excellent set of reports are also made available for you through your administrative portal. The reports allow you to search by date range for information regarding:

-  Who has registered for eNotices
-  Who viewed their statement and on what date and at what time!
-  What unique authentication code is associated with every account
-  Who paid their statement online using the pay button
-  Who downloaded their statement



Every statement in your print file is uploaded to the eNotices site, not just those who are registered. This allows each of your customers to view their statement immediately upon registering and includes all notices previously generated and uploaded to the site; the historical record is available even for those who delay registering for a year or more. This can eliminate the need for your office to have to look up and/or recreate a statement that your customer may have misplaced or lost.



TMT gives you the opportunity to employ this service for far less than the cost of traditional mail. It is simple to get started. TMT can help to advertise this service for you by adding economical inserts, and/or print messages on your forms and envelopes for free.

TMT already provides this service to several entities in the state of Texas, which means that any users who already have an account can simply add the renewal notice to their existing account.

Eliminate the "I Never Received My Statement" excuse with IMb Trace

Would you like to know when your mail piece...



...reached the post office?



...was first processed on USPS equipment?



...was delivered by the local mail carrier?

With IMb Trace, in conjunction with your Full-Service mailing, TMT will encode into each IMb barcode a unique identifier for that mail piece. TMT will then flag that piece for the USPS to save the scan information it secures when it sees each piece on their processing equipment, along with the final scan captured when the carrier delivers the piece to the mailbox. This gives you actual delivery information as to when each mail piece was delivered and each payment is returned!



Security of Confidential Information - SOC Type II

TMT takes the commitment of securing customer data seriously and has invested heavily into both physical and network security. In addition, TMT voluntarily submits to an annual SOC Type II audit. This audit is among the most challenging in the printing and mailing industry. As part of the audit, we declare and describe our procedures and processes to an auditor, who then confirms that those processes provide adequate protection against security violations. If they are not approved, a deficiency is noted. If approved, they then look at the records and documentation from the last 6 months to confirm there have been no exceptions in following those processes and procedures. Failure to follow any of the declared and approved controls results in an exception being noted in the final report. We're proud to share that TMT has never had a recorded exception in any of our SOC audits. A confidential copy of our latest report can be shared upon request



Intelligent 2d Barcode Inserters



Accuracy is a critical part of first class mail. Accidentally insert two statements for different customers into one envelope and one quickly discovers this truth. Since First Class mail remains 95% of all mail TMT processes, we made the decision to secure inserters that read 2d barcodes. This revolutionary technology virtually eliminates the possibility for multiple or wrong statements to be accidentally included in a single envelope. The 2d technology allows us to uniquely identify every piece of paper in your entire mailing and to ensure that only those pieces unique to each envelope are inserted. Our IT staff programs into every 2d barcode the unique notice number and the page within that notice set so that the inserter can "read" when pages are out of sequence and will cause the inserter to stop processing until the error is corrected. These "intelligent" inserters are the only equipment TMT trusts to insert your statements with 100% accuracy.

Financial Stability

TMT has been in business for over 25 years and is financially stable. All of our bills are paid on time, with payables averaging 20 days for payment. With TMT, you'll never have to worry about economic conditions or pandemics upending the promises we've made to you. A letter of recommendation from our bank can be provided upon request.



TMT places premium value on our equipment. We invest in the latest technology and once acquired, TMT keeps it up to date. TMT maintains a robust spare parts cabinet. Machine parts most vulnerable to wear and tear are kept on the shelf and replaced immediately upon use. It is not "if" but rather "when" a part fails, so we believe in being prepared. As a result, downtime is rare and if it does occur, it is almost never more than two to four hours. TMT maintains factory trained on-staff technicians who attend to maintenance and repair, which eliminates the

expense and wait time for vendor repair personnel to fly in from other parts of the country. Most important, TMT utilizes the power of redundancy to ensure uptime is 99 percent. Every step of the mailing process is supported by a minimum of at least two of the same make and model equipment.



EQUIPMENT



We also maintain a robust spare parts cabinet containing every part that might routinely fail, so that replacement can happen immediately instead of having to wait for several days for a replacement to be delivered. Because of this commitment to maintenance, we experience some of the lowest downtimes in the industry. Our commitment to maintenance and redundancy of equipment and facilities is a primary reason TMT never misses promised mail dates.



TMT's business continuity plan aims to address threats stemming from global pandemics, natural disasters, cyber attacks, and utility outages. TMT realizes that it is impossible to plan for every possible disruption, but we believe that having several backup plans can mitigate most challenges. In particular, the current COVID-19 pandemic has reminded us of the need for dependable supply chains with a high degree of independence, redundancy, and backup ability. To that end, TMT has two nearly identical and geographically diverse plants with equal capacity and capabilities, one located in Spokane, Washington (which has been identified as one of the five safest areas in the country from natural disasters) and Tempe, Arizona. Both facilities are completely

secure, audited annually by SOC Auditors and only accessible via card access keys. Our Spokane headquarters is a 36,000 square foot facility, while our Tempe location is only slightly smaller at 22,000 square feet. Both facilities operate with the newest state-of-the-art production equipment and all work is completed in-house without any subcontracting.

Additionally, TMT's software is replicated in each facility, so data can be processed at either location and produce the same images for print. We operate production at a fraction of our total capacity in case one facility must absorb the entire workload of the other facility and for those instances where a client needs a rush delivery. This redundancy eliminates any mail delay since moving a job from one location to the other is as simple as redirecting a data file through our secure ftp server. Thanks to these comprehensive plans, we are able to respond to unforeseen problems efficiently and effectively as they arise.



EXAMPLE



During the height of the pandemic, one of our production staff at our Tempe plant tested positive for COVID-19. In response, we immediately shut down production at the facility and began sanitizing and testing our other employees to contain the outbreak and ensure the safety of our staff. Since we only run each of our facilities at 40% capacity, we were able to transfer all of the work to our Spokane headquarters without missing a step. None of our mailing jobs were mailed late.

OUR SECOND MILE GUARANTEE

TMT is never late on our promised mail dates. Our staff will move heaven and earth to ensure we always mail on time. That is why we can say, if we are ever late with a mailing, your mail service for that mailing is free!"





THE
**MASTER'S
TOUCH, LLC**

(800) 301-1347
masters@themastertouch.com
1405 N Ash Street, Spokane, WA, 99201
Tax ID: 14-1867056



SCOPE OF SERVICES & QUALITY CONTROL

TMT is committed to an effortless and seamless transition for our new clients. The work on the part of the client will be primarily the proofing process to help us ensure accuracy of the print documents. TMT expects the entire set-up and transition process to take no longer than two weeks.

- *Tax Statements will be printed and mailed within 5 workdays after final proof approval.*

www.THEMASTERSTOUCH.com

Fast and Seamless Transitions

After contract award, TMT's first step will be to arrange a kickoff meeting between representatives from Barnstable, the contract manager, your assigned Mission Manager, and our IT professional. At this meeting, we will exchange introductions and learn each person's role and responsibilities in the process. Additionally, we will request physical samples of mail pieces and discuss your goals and expectations, while setting mileposts and timelines for each step in the process. If Barnstable wishes to discuss a proof of concept or a redesign, the kickoff meeting is a good time to start this discussion.

At the conclusion of this meeting, all parties will have a clear understanding of the next steps and timing for each. Barnstable will then send data files, field definitions, and a data map. These can be delivered through our secure ftp site. TMT tests automated data transmission and the notification system confirming the receipt of that data.



Further details during implementation depend on your specific requests. Some clients request that we insert notices and other collateral inserts. These inserts can be selective should the County choose. TMT is also able to provide customized information and language on renewal notices provided by each county, with the ability to make changes and updates to the language up to nearly the last second at no additional cost. Regardless of the additional implementation requirements the county chooses, TMT will generate reports that include the number of printed pages, the number of envelopes used, how many envelopes received inserts, the postage for each piece, and the total postage for each mailing category. All notices will be printed, inserted, presorted and mailed via first class automation postage under our generic TMT permit, giving no indication from where the mail originated.

Presorted First Class
U.S. Postage
PAID
The Master's Touch, LLC

Form Set-Up

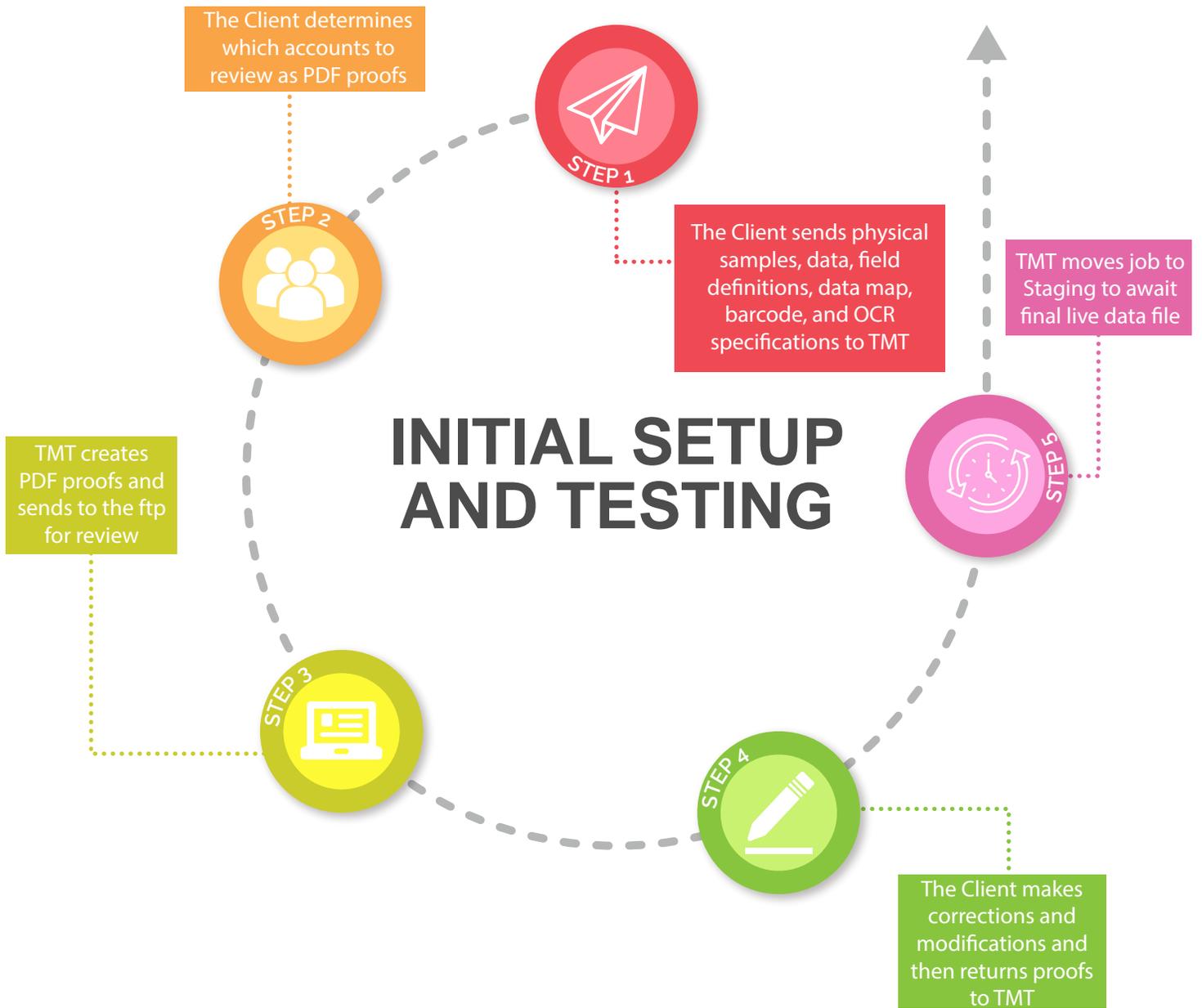
Once sample data, field definitions, and the data map have been transmitted over to our ftp server, TMT will acknowledge receipt and begin setup. TMT will ask Barnstable to identify accounts that contain data that is unique and peculiar to those accounts so that they can be reviewed for accuracy, along with a random sampling of other accounts. Once PDFs are created, TMT will email a notice that PDF proofs are available for review on our ftp site. Once these are reviewed, additions, corrections and/or deletions will be communicated back to TMT and an updated set of proofs will be created for further review. This process continues until you are fully satisfied with the look and the accuracy of all proofs.

Any changes to language hard-coded on the tax statement templates, or any other changes, will be made at no additional cost. Once PDF proofs have final approval, TMT will create physical samples and overnight those for testing of OCR's, barcode scanning and any other type of verification the County may wish to employ. Any changes required due to legal updates or for purposes of clarification for customers will be completed at no charge. The testing phase is completed once the County approves PDF proofs.

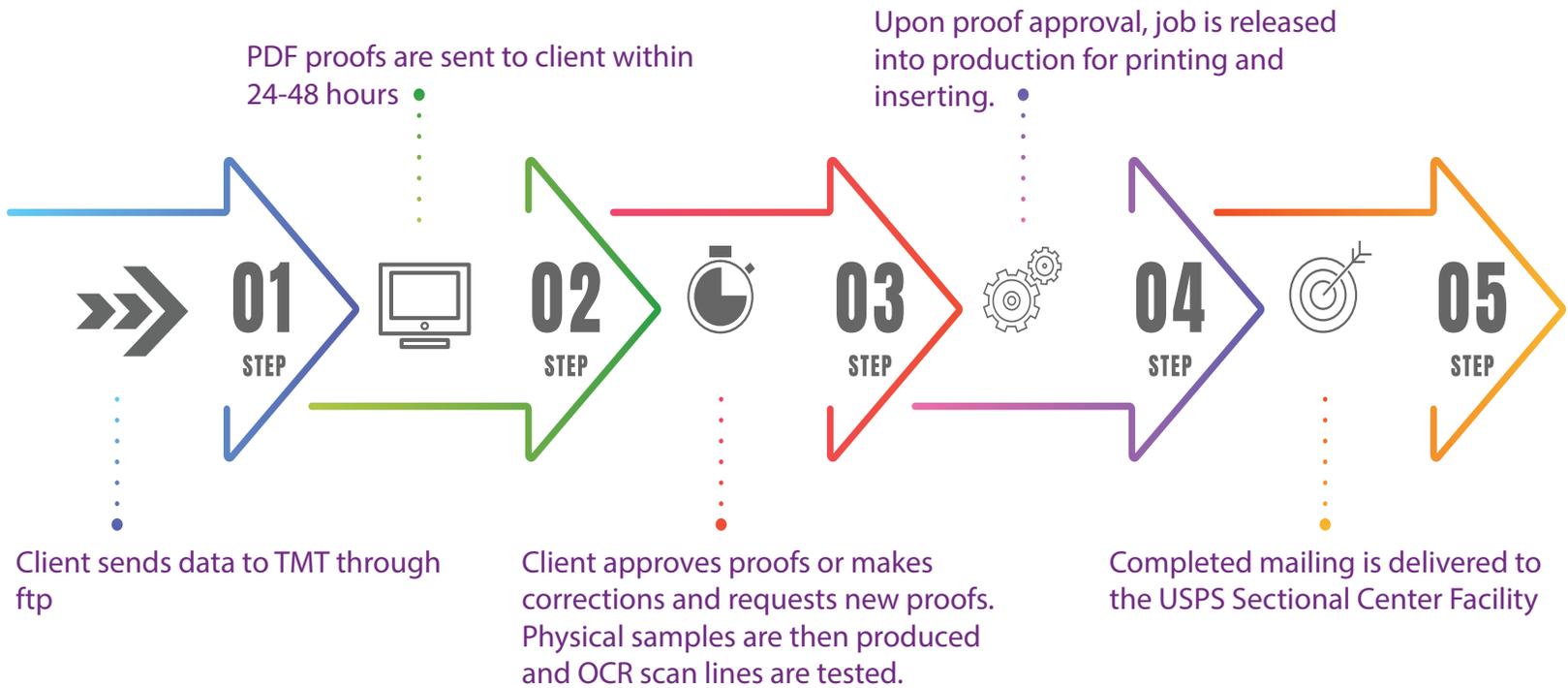
Production Data

When it is time to receive production data from the County, the same procedures used during the testing phase will be applied again. The one additional step will be that once PDF proofs are approved, TMT will print and overnight physical samples that the County will use for final quality control and verifying the readability of OCR lines.

If any inserts will be included, TMT will prepare the art copy and provide PDF proofs to the County for approval.



It is expected that the statements and inserts will be printed “on demand” once the live data file is delivered to TMT and final proofs have been approved. TMT has no need to preprint any part of the forms nor inserts since our equipment has the ability to print both variable and static data on white paper rather than preprinting an excess number of forms based upon projections of how many records may be in the final data file. You pay only for what you use.



Once the live data file is ready, the County will send the file to us via our ftp. TMT will acknowledge receipt of the file and will confirm the number of records received so that the County can verify an accurate count. Utilizing the very same procedures used for the test data, TMT will create PDF proofs of the same accounts produced during testing. Proofs will be ready for review within 24-48 hours. Along with the proofs will be reports indicating the total number of records ready to print, as well as the number of non-CASS certified records and NCOA records.

After final proof approval, your print file will be placed onto our print server for live production to begin.

After the first few notices print, our production technician and mission manager, who are both Mail Design Professionals (MDPs) and each have over ten years of print experience, will review these live statements for print quality, alignment, perforation location and ease of tearing. Additionally, a critical review will be made to ensure address and Intelligent Mail barcodes are in strict compliance with USPS requirements. Once approved, both will sign off on the job ticket and live production will commence. If there are additional inserts to be included in your mailing, they can be run independently or in line with the statements. If run independently, this can be done upon final art approval and potentially completed prior to final statement approval.

If run inline with your statements, the insert must measure the same size as your statement with the advantage that they can print together, fold together and insert together.



Production and Quality Control

Upon completion of printing, the statement number on the last sheet printed is checked to ensure the entire file printed correctly. The statement number is compared to the count expected on the work order. With an exact match, the printed statements are moved to the inserting equipment.

After the inserter operator sets up the machine with all appropriate materials, three mail pieces are inserted but not sealed. The contents in each envelope are verified with the work order to ensure all elements are properly folded and enclosed. The address and barcode are verified to ensure they are properly showing through the window and all elements of the address, barcode and mail piece are in compliance with USPS requirements. The operator then takes those sample mail pieces and the workorder to the production manager or assistant production manager for a similar quality control check. When satisfied that all is in order and according to specifications, both operator and manager sign off and live production commences.

Each production facility can fold and insert up to 30,000 statements per hour, with the ability to include up to 5 inserts in addition to the statement. Inserts can be programmed as "constant" or "selective" allowing you to exclude an insert when desired. TMT 2d barcode technology also provides the ability to enclose multiple pages in a single envelope when each page is mailing the same customer. Utilizing this 2d barcode technology virtually eliminates the possibility for any statements to be mixed up and provides assurance that every single statement has been inserted.

In spite of the excellent technology TMT utilizes, there is no replacement for skilled personnel. Each production facility has MDP staff in each location who verify the print and perform a final quality check on the inserted pieces ensuring all mail meets TMT quality standards and USPS mailing requirements.

This entire process will be completed within 5 workdays, guaranteed!

01

The Client sends live data file to TMT

On the same day, TMT acknowledges receipt of the file and declares the number of records in the file

02

03

The Client receives confirmation of file receipt and confirms accurate record count

Names and addresses are CASS certified and processed through NCOA. Zip+4 and IMb added

04

05

TMT adds control data with statement numbers and 2d barcodes

If eNotices are offered, the authorization code is added at the same time

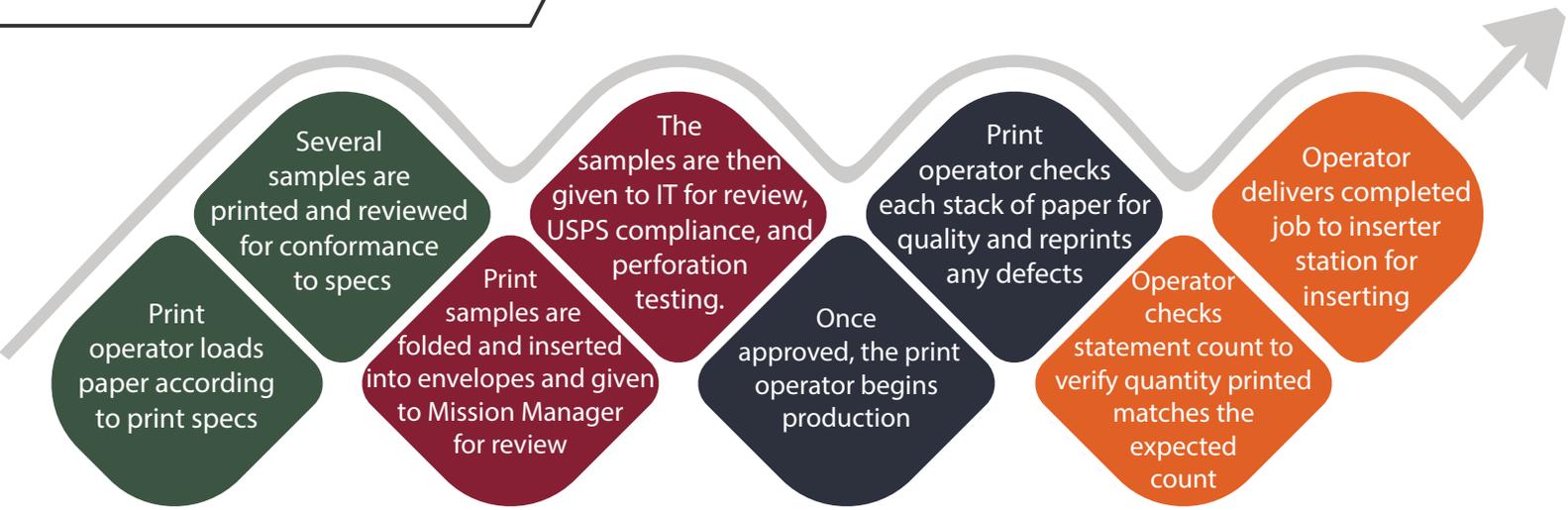
06

07

All Client data is populated to the form per the approved test format

PDF proofs created for the Client to review; same accounts proofed in test phase

08



Reprints

It is rare that printing equipment damages statements, but if it does, it is quite simple for the print technician to reprint. Every statement has a statement number and page number printed on it. The operator simply calls the job up on the computer screen, identifies the statement and page number, and executes a reprint order. The original damaged statement is then destroyed. A record of the reprint is also captured so that it can be referenced later if necessary.

ATTACHMENT B

The Master's Touch	LLC				
Town	Utility Bill Type	Estimated #	Frequency	Financial System	Unit Price Total Cost
Yarmouth	Water	66000	3 districts/ each billed quarterly (16,500 each billing)	Munis	\$0.09 \$5,610.00
Yarmouth	Personal Property	9600	Semi Annual / twice per year - 4,800 each billing)	Munis	\$0.16 \$1,536.00
Yarmouth	Real Estate	36000	Semi Annual / Twice per year (18,000 each billing)	Munis	\$0.10 \$3,456.00



EXHIBIT 1

Pricing Proposal

Prices included on the bid sheet include all fees, expenses, including billing rates for personnel, and other costs except postage, which will be charged at the lowest USPS rates available with no markups.

TMT mailings involve no subcontracting, so the coordination of your project is seamless and without interruptions or delays. TMT's completely self-contained services include graphic design, high-level data processing, envelope printing and manufacturing at 250,000 per day, on-demand print of both static and variable data in color at 800,000 bills per day, mail preparation utilizing the latest 2d barcode technology, electronic statements, and PDF fillable forms. All work is performed by TMT employees, with no outsourcing of any part of the work. This is a key reason how and why we can guarantee our mail dates and never miss.

TMT takes no exceptions to the terms and conditions contained with the RFP.

Please see the Bid Form for pricing.

CONTRACT # BC-23-7985

ATTACHMENT C

AMENDMENT NO. 1

This Amendment No. 1 made this 7th day of September, 2022 by and between Barnstable County (the "County") and The Master's Touch (the "Contractor") (collectively the "Parties") amends the Contract for Services Purchased Terms and Conditions.

WHEREAS, the Parties wish to amend the Contract to include additional terms and conditions; and

WHEREAS, Section 27 of the Contract entitled "Amendments," 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:

- 1. Section 9 of the Contract entitled "Termination for Convenience of County" shall be revised by adding the following language:

Either party may terminate this Agreement at any time and without liability upon delivery of at least sixty (60 days) notice thereof setting forth the termination date (via electronic mail or other means described in this Agreement) to the other party. Upon termination of this Agreement pursuant to this paragraph, Contractor shall be entitled to compensation for work completed and for services performed at the contract rate set forth in this Agreement, and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of termination

The Parties hereto acknowledge and agree that, except as specifically amended by the terms of this Amendment No.1, all the terms, covenants and provisions of the Contract are hereby ratified and confirmed and shall remain in full force and effect throughout the balance of the term of the Contract. From and after the date hereof, all references in the Contract to "the Contract" or "this Contract" shall mean and be the Contract as affected by this Amendment No.1.

IN WITNESS WHEREOF, the Parties have caused this Amendment No.1 to be executed by their duly authorized representatives on the date and year first above written.

Barnstable County

Contractor: The Master's Touch, LLC

DocuSigned by:

 CC780D50A9064FE
 Sheila Lyons, Chair

DocuSigned by:

 AB0ED5E4DD5B4A8...

9/25/2022

 Date

9/21/2022

 Date