Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

Bid# 8099
Contract# 230-26-8099

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

THIS AGREEMENT is made this 28th day of November, 2025 by and between

Merrymeeting Shellfish Company 2 Town Landing Road, Bath Maine 04530
(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 Consisting of two (2) pages

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

4. **Time of Performance.**

upon execution	6/30/26
Start Date	End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: Joshua Reitsma, Fisheries & Aquaculture Specialist

Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

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 X, Quarterly_____, Other_____ (specify)_____.

D. Reimbursement for Travel and Other Contractor Expenses:

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

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

☐ Contractor will be reimbursed for OTHER expenses in an amount not to exceed $_____.

☐ OTHER Expenses shall be limited to: _____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: $ 180,500.00

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

7. **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 an 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

Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

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

Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

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, to 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

Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

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@capecod.gov

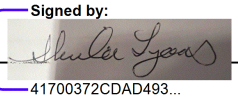
To the Contractor:
Merrymeeting Shellfish Company 2 Town Landing Road, Bath Maine 04530

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: 12/8/2025

FOR THE COUNTY:

BARNSTABLE COUNTY:

Signed by:

41700372CDAD493...

Sheila Lyons, Chair

FOR THE CONTRACTOR: Merrymeeting Shellfish Co.

Signed by:
Matthew Mixon
6E3F77AB170C463...

12/8/2025
Date

Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

Attachment A
Service Specifications

Barnstable County invites sealed bids for Shellfish Seed Supply Services from vendors approved by the Massachusetts Division of Marine Fisheries (DMF) to provide bulk shipments of shellfish seed to participating towns within Barnstable County for the Summer 2026 season.

Participating towns may include, but are not limited to:
Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth.

Orders may be placed either by Barnstable County or directly by the individual towns, and deliveries shall be made in accordance with each entity's order quantities, species types, and delivery schedules as outlined in the bid specifications below.

The awarded bidder acknowledges and agrees that the implementation of the terms of this contract are seasonally dependent and thus the time for delivery is the essence of this contract. Therefore, if the awarded bidder fails to deliver seed by date listed for the category except for force majeure cases, a delay penalty of a 5% decrease in the bid price will be incurred per week it is late. Any fractional part of a week is to be considered a full week.

Deliveries will be made to the offices of Cape Cod Extension, or to a location agreed upon by the Extension office. 7 days notification is required prior to receiving a shipment of seed. Seed will then be distributed to the towns, in an equitable manner developed by the Division of Marine Fisheries, the County, and by request of the town. ***Some towns may have an interest in receiving earlier seed deliveries so the vendor can deliver the seed in multiple shipments if agreed upon with the Extension office in coordination with the towns.***

Payment for seed purchased through this bid may be from Barnstable County, the towns, or a combination thereof.

Quahog Seed – 2 mm to 3 mm (R1.5)
2mm to 3mm in length (R-1.5, retained on a 1.5mm screen)
To be delivered no later than June 18, 2026. Actual amounts of seed to be purchased will be determined by bid price and available funds, though in recent years quahog seed purchases have been in the 5-10 million seed range.

Quahog Seed – 4 mm to 5 mm (R3)
4mm to 5mm in length (R-3, retained on a 3 mm screen)
To be delivered no later than June 29, 2026. Actual amounts of seed to be purchased will be determined by bid price and available funds, though in recent years quahog seed purchases have been in the 1-2 million seed range.

Oyster Seed – 12mm (R-8), diploid
Size - 12mm in length (R-8, diploid, retained on 8mm screen).

Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

To be delivered no later than June 29, 2026. Actual amounts of seed to be purchased will be determined by bid price and available funds, though it is expected the final amount of seed to be purchased will be in the range of 1-2 million**.**

Oyster Seed – 3 mm to 4mm (R-2), diploid

Size - 3mm to 4mm in length (R-2, diploid, retained on 2mm screen).

To be delivered no later than June 23, 2026. Actual amounts of seed to be purchased will be determined by bid price and available funds, though it is expected from previous years purchases the total amount will be in the 500k to 1 million seed range**.**

The quantities listed are estimates only and are provided solely for the purpose of bid comparison.

The actual quantities purchased may be more or less than the amounts indicated, depending on the needs of the awarding authority. No minimum or maximum quantities are guaranteed.

The Contractor shall supply goods at the unit prices bid, regardless of the actual quantities ordered during the contract term.

No claim for additional compensation shall be allowed due to any increase or decrease in the quantities ordered.

Docusign Envelope ID: 3046FBF5-81A5-43CA-AAD2-ADB63F506952

ATTACHMENT B

Item Name	Quantity Required (N*1000)	Date Required	Unit Price	Total Price
Quahog Seed – 2 mm to 3 mm (R1.5)2mm to 3mm in length (R-1.5, retained on a 1.5mm screen)	10000	06/18/26	$8.50	$85,000.00
Quahog Seed – 4 mm to 5 mm (R3)4mm to 5mm in length (R-3, retained on a 3 mm screen)	2000	06/29/26	$12.50	$25,000.00
Oyster Seed – 12mm (R-8)Size - 12mm in length (R-8, retained on 8mm screen)	2000	06/29/26	$30.00	$60,000.00
Oyster Seed – 3 mm to 4mm (R-2)Size - 3mm to 4mm in length (R-2, retained on 2mm screen)	1000	06/23/26	$10.50	$10,500.00
				$180,500.00