

September 17, 2025

Via Electronic Mail

Robert Fichtenmayer, Chair
Upper Cape Cod Regional Vocational-
Technical School District Committee
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Pedro Martinez, Commissioner
Mass. Department of Elementary and
Secondary Education
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**Re: Upper Cape Cod Regional Technical School – Improper Procurement
Practices and Inadequate Policies**

Dear Chair Fichtenmayer and Commissioner Martinez:

In June 2022, the Office of the Inspector General (OIG) received a complaint alleging a possible evasion of public construction procurement laws by the Upper Cape Cod Regional Technical School (UCT). The OIG received a second complaint in March 2025 alleging that UCT improperly procured work related to the construction of an athletic field. The second complaint further alleged that three UCT officials used school-owned vehicles for personal matters.

The OIG investigated the circumstances of the subject procurements and found that UCT (1) did not comply with applicable state procurement law; (2) engaged in actions strongly suggestive of bid-splitting that circumvented competitive procurement requirements; (3) did not document UCT's procurements; (4) did not draft written contracts for services procured; and (5) does not utilize a consistent procurement policy. The OIG further found that UCT has no policy governing the use of school-owned vehicles by the superintendent and UCT staff.

UCT's improper and often illegal procurement practices, along with the lack of a vehicle use policy, leave the school in a situation in which it violates Massachusetts state law and further puts the school at risk for fraud, waste, and abuse of public assets for which it has a fiduciary obligation. The OIG accordingly makes recommendations herein for the Upper Cape Cod Regional Vocational-Technical School District Committee (School Committee) to immediately implement.

Background

UCT is a vocational school making up the Upper Cape Cod Regional Vocational-Technical School District (district). The district was formed in 1964 by a legal agreement among the towns of Bourne, Falmouth, Marion, Sandwich, and Wareham.¹ The School Committee is responsible

¹ UPPER CAPE COD REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT, *School Committee Policy Manual*, available at <https://z2policy.ctspublish.com/masc/browse/uppercapetech/uppercapetech/AA> (last visited August 25, 2025).

for the governance and control of education within the district and establishes guidelines for the discretionary actions of UCT's superintendent and staff.²

District Superintendent Roger Forget has served in his role since July 1, 2020. UCT's policy manual states, "While the Committee reserves to itself the ultimate decision of all matters containing general policy or expenditures of funds, it will normally proceed in these areas after receiving recommendations from its executive officer."³ As part of his administrative responsibilities, Superintendent Forget serves as UCT's purchasing agent and is responsible for the acquisition of materials, equipment, and services. UCT, as a public entity, is subject to both Chapter 30B and Chapter 149 of the Massachusetts General Laws with respect to its procurement of supplies, services, and construction.

The June 2022 complaint to the OIG alleged that UCT funneled money to a favored contractor, Robert Oliver, then-owner of Architectural Masonry Services, LLC (AMS). Oliver is Superintendent Forget's brother-in-law.⁴ While a disclosure of this relationship was apparently made, this letter details the many problems with the procurements undertaken during this time.

The March 2025 complaint to the OIG alleged that UCT improperly procured services related to the construction of an athletic field on the UCT campus. According to the complaint, vendor Gallo Construction (Gallo) began clearing and performing initial excavation work until construction costs reached \$50,000. Once costs reached \$50,000, UCT allegedly hired one of Gallo's employees as a UCT employee to finish the clearing work and to evade the sealed bid process required for higher construction costs.⁵ The March 2025 complaint also alleged that Superintendent Forget, Oliver,⁶ and UCT's maintenance director each have school-owned vehicles that they used for personal matters unrelated to UCT business. The complaint specifically states that one school-owned vehicle was parked at a local bar.

In investigating these complaints, the OIG collected and reviewed records including procurement documents, invoices, vendor payment records, and payroll records. The OIG also interviewed several individuals, including Superintendent Forget, Oliver, UCT officials, and masons who performed work for UCT.

² UPPER CAPE COD REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT, *School Committee Policy Manual*, available at <https://z2policy.ctspublish.com/masc/browse/uppercapecodset/uppercapecod/BA> (last visited August 25, 2025).

³ UPPER CAPE COD REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT, *School Committee Policy Manual*, available at <https://z2policy.ctspublish.com/masc/browse/uppercapecodset/uppercapecod/BDD> (last visited August 25, 2025).

⁴ Records show that Superintendent Forget appropriately disclosed his familial relationship with Oliver to UCT and to the School Committee prior to working with or hiring Oliver.

⁵ Pursuant to M.G.L. c. 30, § 39M, public bodies must use a sealed bid procurement process for public works projects costing more than \$50,000. For public works construction projects that cost between \$10,000 and \$50,000, the statute requires a written scope of work statement and solicitation of three quotes.

⁶ UCT hired Oliver as a temporary mason supervisor in July 2021. In November 2022, UCT hired Oliver as the school's facilities mason, a full-time salaried position.

Findings

Finding 1: UCT did not comply with applicable state procurement law.

The information the OIG has obtained to date indicates that UCT has consistently failed to comply with statutory procurement requirements.

UCT's director of vocational programs and Superintendent Forget stated that for all projects, regardless of cost, UCT solicits three quotes from vendors. However, as set forth in Findings 1.B. and 1.C. below, this claim was not substantiated by any procurement or contract documents. It is clear that UCT awarded projects to vendors based on a single quote. Further, even if adhered to, the process as described is inconsistent with applicable law. It does not comply with Chapter 30B or Chapter 149.

A. UCT's actions strongly suggest that the school engaged in bid-splitting to circumvent competitive procurement requirements.

UCT engaged the services of AMS from at least 2020 to 2022 for various masonry projects.

Toward the end of Fiscal Year (FY) 2022, UCT paid AMS \$14,700 for constructing retaining walls for UCT's engineering building.⁷ First, UCT paid \$8,700 to AMS via check on May 31, 2022, for labor costs in constructing keystone retaining walls between May 9, 2022, and May 20, 2022. UCT then paid \$6,000 to AMS via check on June 8, 2022, for labor costs in constructing retaining walls between May 23, 2022, and June 3, 2022. Oliver, Superintendent Forget, and UCT's director of vocational programs were unable to say whether these walls were for the same project or different projects. Further, UCT could produce no documentation of the procurement process or contractual agreement – such as price quote forms or written contracts – for any of these projects. Superintendent Forget acknowledged that if UCT were following its own process, these projects should have at least included price quote forms.

Then, in early FY23, UCT made several payments to AMS totaling \$22,500 for constructing retaining walls. UCT paid AMS for labor related to the retaining walls via three checks – one for \$6,300 on August 5, 2022, another for \$9,600 on August 25, 2022, and another for \$6,600 on September 13, 2022. Again, Oliver, Superintendent Forget, and UCT's director of vocational programs claimed they could not recall whether the walls were for the same or different projects. Superintendent Forget acknowledged that UCT had no documentation of the procurement or contract, including price quote forms, for any of these projects.

As described in the two paragraphs above, AMS completed multiple retaining wall construction projects for UCT's engineering building during a five-month period from May to September 2022. AMS issued five separate invoices to UCT for that work. Each invoice was

⁷ The AMS invoices provided by UCT are for "engineering retaining walls," which indicates the work was done on UCT's engineering building. In an interview, Oliver confirmed AMS performed retaining wall construction on the UCT engineering building.

individually under \$10,000, but the costs totaled \$37,200. Procuring these projects collectively would have necessitated additional formalities under Chapter 149, including soliciting quotes, public advertising, meeting prevailing wage requirements, securing payment bonds, obtaining Occupational Safety and Health Administration (OSHA) training certification, and restricting the award to the lowest bidder.

These invoices were issued within a five-month span and covered similar work to the same building, which strongly suggests that UCT deliberately split the engineering building retaining wall construction project into smaller procurements to fall under the \$10,000 threshold. UCT knew or should have known that these construction projects were substantially related in time, location, and character. Accordingly, they should have been bid collectively.

B. UCT personnel consistently failed to document UCT's procurements.

The OIG requested the entire procurement files for five construction vendors UCT hired between FY20 and FY22, including AMS, but did not receive documentation that should have been maintained in those procurement files.⁸ Specifically, UCT could not provide:

1. Documentation of quotes obtained from vendors and the vendors' contact information;⁹
2. Bid solicitations;
3. Communications with vendors;
4. Vendor quotes or bid submissions;
5. Any advertisements posted for any of the projects; or
6. Draft or executed contracts with AMS or any of the other vendors.

Superintendent Forget initially told the OIG that UCT solicits quotes from three vendors for all projects, regardless of the cost of the goods or services, but upon review of the documentation he provided, he acknowledged that they did not follow this practice. UCT's director of vocational programs and Superintendent Forget stated that they often solicit quotes via phone call or email to vendors they have worked with in the past and provide vendors with either a verbal or emailed scope of work for the projects. The OIG found no evidence that UCT documented or retained these quotes in the appropriate procurement files.

In response to the OIG's request for all procurement files related to the AMS contracts, UCT produced an incomplete set of purchase orders, invoices, internal payment tracking documents, one prevailing wage sheet, and one email between a former UCT controller and Oliver. For another contractor, UCT provided only a consulting proposal, invoices, and invoice reports.

⁸ A typical procurement file may include advertisements, quote/bid/proposal solicitation packages, quote/bid/proposal submissions, awarded contracts and contract amendments, if applicable, and vendor invoices.

⁹ In one instance, UCT provided a price quote form showing solicitations from three different vendors for the repair of the stone entrance sign. AMS provided the lowest quote for that project at \$18,600.

For three other contractors, UCT provided only invoices and invoice reports for work undertaken at the school.

C. UCT personnel did not draft written contracts for services procured.

UCT's director of vocational programs and Superintendent Forget stated that UCT does not typically draft contracts for services provided by outside vendors for "smaller projects."

In FY21, UCT paid AMS \$47,000 for five projects: installing doorways for science classrooms; making unspecified building repairs; repairing a stone entrance sign; constructing a retaining wall; and constructing a rotary sign. The project for the stone entrance sign cost \$18,600, while the other four projects were individually less than \$10,000 and therefore below the threshold requiring UCT to formally solicit quotes under the public construction law.¹⁰ Instead, UCT needed to procure these projects using "sound business practices."¹¹

UCT held no written contract with AMS for any project.

UCT was unable to provide contracts for their work with five construction-related vendors, including AMS and Gallo. When asked, Superintendent Forget stated that written contracts were never created per UCT practice. UCT's current procurement policy states, "The bidder to whom an award is made may be required to enter into a written contract with the district."¹²

D. The current UCT procurement policy contains inconsistencies and inaccuracies.

UCT's procurement policy fails to provide its employees with wholly correct and complete guidance to comply with applicable procurement law. Specifically, the policy is deficient in that it:

1. Recites federal procurement thresholds and standards, but fails to make clear that federal standards should only be used when spending federal grant money that cites federal procurement rules.
2. Instructs readers to use Chapter 30B for "equipment and services," language which could invite confusion as being distinct from the actual "supplies and services" term in Chapter 30B.
3. Fails to make clear that Chapter 30B requires a regional school district to undertake a competitive bidding process only for procurements over \$100,000 and requires sound business practices or quote solicitations for procurements below that threshold.

¹⁰ M.G.L. c. 149, § 44A(1)(B).

¹¹ *Id.* at § 44A(1)(A).

¹² UPPER CAPE COD REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT, *School Committee Policy Manual*, available at <https://z2policy.ctspublish.com/masc/browse/uppercapcodset/uppercapcod/DJE> (last visited August 25, 2025).

4. States that “[s]ole source purchasing is limited to a \$50,000.00 threshold and is only used for curriculum materials or educational software or software maintenance contracts,”¹³ but fails to note that the purchaser is required to first conduct a “reasonable investigation” to determine if other sources for the supply exist and must document the file with a written determination that only one practicable source exists.¹⁴
5. States that “[a]ll purchases of materials and equipment and all contracts for construction or maintenance in amounts exceeding \$35,000 will be based upon competitive bidding...When bidding procedures are used, bids will be advertised appropriately. All bids will be submitted in sealed envelopes, addressed to the superintendent and plainly marked with the name of the bid and the time of the bid opening.” The stated threshold and process are generally inconsistent with Chapter 30B and Chapter 149.

UCT’s procurement policy also contains inaccurate and incomplete citations to the Massachusetts General Laws which could confuse employees who attempt to comply with applicable statutes. The policy reads, “Section B (Uniform Procurement Act) design services for school buildings will conform with the standards as outlined in M.G.L. c. 7C § 44A-§44J.” This is an incorrect citation that should reference M.G.L. c. 7C, §§ 44-58, the statute governing procurement of design services. The policy also reads, “Construction design and construction services projects will require public bidding/solicitation of the specific requirements and conform to the public bidding regulations consistent with M.G.L.” This is an incomplete citation that should reference M.G.L. c. 149, §§ 44A-44J. Further, the policy includes no discussion of the public works procurement statute, M.G.L. c. 30, § 39M.

Finding 2: UCT does not have a vehicle use policy.

On April 15, 2025, the OIG sent a letter to Upper Cape Cod Regional Vocational-Technical School District Committee Chair Robert Fichtenmayer regarding the complaint it received alleging the misuse of UCT vehicles.¹⁵ The OIG received a response from Chair Fichtenmayer on May 9, 2025, advising that he personally investigated the allegation and did not find any wrongdoing. Chair Fichtenmayer stated that Superintendent Forget’s contract provides for “unrestricted use of a school vehicle and for it to be domiciled at his residence.” Chair Fichtenmayer also stated that Oliver and the maintenance and transportation directors “all have take home privileges of vehicles based on the needs of their positions.” He stated that vehicles are used based on the job requirements of the day or week and provided the OIG with a list of current drivers of UCT vehicles and a list of UCT-owned vehicles. Chair Fichtenmayer advised that UCT does not have a written policy on vehicle use.

¹³ The OIG notes that for a regional school district, the threshold for a sole source procurement under M.G.L. c. 30B, § 7 is actually \$100,000.

¹⁴ M.G.L. c. 30B, § 7.

¹⁵ See 945 CMR 1.09(3)(C).

Further, UCT could not produce records indicating when school-owned vehicles were used and by whom.

The lack of a vehicle use policy leaves UCT vulnerable to risk through the potential misuse of school-owned vehicles or findings of liability.¹⁶ An absence of records on who is using those school-owned vehicles increases those risks.

Vehicle use policies should contain provisions outlining permissible uses of school-owned vehicles, protocols for when the vehicle is involved in a motor vehicle accident or is stolen, and other parameters regarding insurance and liability.

Recommendations

Based on its investigative findings, the OIG makes the following recommendations:

In the near term (within 30 days), the School Committee should:

1. Direct Superintendent Forget to review this letter and report back to the committee on his plans to ensure the district's current and future compliance with state procurement law.

In the near term (within 30 days), the School Committee should ensure that UCT:

2. Drafts a written procurement policy that is internally consistent and compliant with Chapter 30B and Chapter 149 of the Massachusetts General Laws, as well as with federal procurement statutes, where applicable, with respect to procurement of supplies, services, and construction; and
3. Complies with payroll requirements related to any income imputed to employees with domiciliary vehicle assignments.

In the medium term (within 60 days), the School Committee should ensure that UCT:

4. Drafts enforceable contracts, executed by both parties, and defines scopes of services when working with external vendors, regardless of project size, to guard against potential fraud or abuse;
5. Enrolls at least one member of UCT's budget and business staff in OIG Academy classes related to public construction and supplies and services contracts and designates

¹⁶ The absence of a policy also creates a potential tax liability for drivers in that a school-owned take-home vehicle could be considered a noncash fringe benefit taxable as imputed income to the employee. The district also incurs a risk in that it must accurately value the benefit and report the information on tax forms.

at least one UCT employee to pursue and earn the Massachusetts Certified Public Purchasing Official (MCPPO) Designation;¹⁷

6. Creates a culture of accountability to adhere to applicable procurement laws and practices; and
7. Creates a comprehensive vehicle use policy that specifies who may use school-owned vehicles and in what circumstances.¹⁸ That policy should include detailed vehicle use procedures. Additionally, all school personnel should sign an annual form acknowledging that they have received and reviewed the policy.
 - a. If vehicles are not assigned to individuals or specific positions, create a log recording who is using the vehicles, the dates and times of use, the mileage reading when vehicles are checked out and returned, fuel added, and any maintenance work performed.
 - b. For assigned vehicles, maintain vehicle logs consistent with the terms of use and ensure that individuals differentiate between business and personal use.

Because the OIG and the Massachusetts Department of Elementary and Secondary Education (DESE) have a shared value to ensure that all school districts – and those who lead them – adhere to state laws, including laws related to procurement and governance, the OIG accordingly offers the following long-term recommendations for DESE:

1. Work with an entity such as the Massachusetts Association of School Business Officials (MASBO) to develop best practices to strengthen school budget and business officials' compliance with and adherence to Massachusetts procurement laws, especially focusing on districts that have not met this standard.
2. Work with the Massachusetts Association of School Superintendents (M.A.S.S.) and other groups to consider including information on procurement law, internal controls, conflicts of interest, and recordkeeping in superintendent certification and recertification programs. Include a focus on the importance of a "tone from the top" emphasizing that following the law is paramount.

Next Steps

It is important that the Commonwealth's governmental bodies act as good stewards of public assets. Within 30 days of receiving this letter, the district should notify this office in writing of plans to implement the recommendations herein or of actions already taken. In your response,

¹⁷ The OIG understands that UCT does not currently have an employee holding the MCPPO Designation.

¹⁸ The OIG notes that an employment contract authorizing a UCT-provided vehicle is not, in and of itself, a vehicle use policy.

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please also report on the superintendent's plans to effectuate current and future compliance with state procurement laws.

If you have any questions, please contact me or George A. Xenakis, director of the OIG's Audit, Oversight and Investigations Division, at 617-722-8853 or at George.Xenakis@mass.gov.

Thank you for your immediate attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J S Shapiro', is positioned above the typed name.

Jeffrey S. Shapiro, Esq., CIG
Inspector General

cc (by email):

Patrick Tutwiler, Secretary of Education, EOE
Roger Forget, Superintendent, UCT
Thomas Corriveau, Vice Chair, UCT Committee
Michael Degan, Treasurer, UCT Committee
Christine Marcolini, Member, UCT Committee
Mary Crook, Member, UCT Committee
Sharon Brito, Administrative Assistant, UCT Committee
Marlene McCollem, Town Administrator, Town of Bourne
Mike Renshaw, Town Manager, Town of Falmouth
Geoffrey Gorman, Town Administrator, Town of Marion
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