

Bid# 8047Contract# BC-24-8047**Contract for Services
Terms and Conditions****Barnstable County
3195 Main Street
Barnstable, MA 02630**THIS AGREEMENT is made this 8th day of May, 2024 by and betweenMJT Enterprises Inc. dba Cape Cod Oil 227 Rte. 6 Provincetown, MA 02657

(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 eight (8) pages

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

4. **Time of Performance.**

7/1/24

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: Varies by Town

6. Payment:

- A. The County shall compensate the Contractor for the services rendered at the rate of \$ Varies per Att 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: \$ N/A

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@capecod.gov 508-375-6637

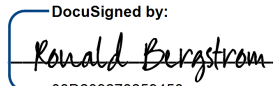
To the Contractor: MJT Enterprises Inc. dba Cape Cod Oil 227 Rte. 6 Provincetown, MA 02657
Paige Marsh pmarsh@capecodoil.com

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: 5/23/2024

FOR THE COUNTY:

BARNSTABLE COUNTY:

DocuSigned by:

 08D209278259458...
 Ronald Bergstrom, Chair

FOR THE CONTRACTOR: MJT Enterprises Inc.
 dba Cape Cod Oil

DocuSigned by:

 1E03E23CA5BD406...

5/6/2024

Date

Attachment A

Service Specifications

FUEL DESCRIPTIONS

Unleaded Gasoline Specification

Unleaded gasoline delivered under this contract will comply with: the American Society of Testing Materials; and unleaded gasoline specification requirements as set forth in the most current revision of ASTM Designation D-439 for gasoline, amended to comply with the regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and /or Commonwealth regulations and laws.

ULS Premium Diesel

Ultra Low Sulfur, S15 (<15 PPM), for municipal use on the road including use in 2007 advance emission-controlled engines. Fuel to be red dyed with taxes handled as per current procedures at each town. Premium Diesel to be defined by interim standards developed by the National Conference of Weights and Measures (NCWM). The goal of these specifications is to provide a meaningful definition of premium diesel. This is so premium diesel can be:

- Accurately and clearly distinguished from non-premium or "regular diesel".
- Accurately and clearly identified through bills of lading, Invoices, shipping papers, or other documentation

Definition of premium diesel - Five properties shall be included in the definition of premium diesel. All 5 of these properties can be shown to provide an improved benefit to the consumers over D975 spec. They are included below with a brief description.

1. Energy Content: Diesel Fuels with higher energy content can provide higher power and increased fuel economy to the consumer. The requirement to meet this criterion is a minimum 138,700 Btu/gallon gross as measured by ASTM Standard Test method D240.

2. Cetane Number: Higher cetane diesel fuels have been shown to reduce white smoke, reduce noise, reduce engine misfire, provide easier cold starting, and reduce some regulated emissions in many engine types. The requirement is 47.0, Minimum, Cetane Number as measured by ASTM Standard Test Method D613.

3. Low Temperature Operability: Under low ambient temperature conditions, wax can precipitate from diesel causing restrictions in fuel flow that can result in engine stall. For a normal winter, providing a fuel capable of operating at lower ambient air temperatures than the ASTM guidelines may provide a benefit to the consumers in winter operation.

The requirement to meet this criterion is a cold temperature operability measurement equal to the ASTM D975 tenth percentile minimum ambient air temperature charts and maps by:

- Cloud point as determined by the ASTM Standard Test Method D 2500 or
- Low Temperature Flow Test (LTFT) as determined by ASTM Standard Test Method D4539.

4. Thermal Stability: Diesel Fuel is increasingly used as a coolant for high-pressure fuel injection systems that can thermally stress the fuel. In some cases, this stress can cause the fuel to degrade and form insoluble materials that can restrict fuel flow through filters and injection systems.

The requirement to meet this criterion is a minimum 80% reflectance measurement using a green filter in the F21-61 stability test (180 minutes, 150 degrees C).

Note: This test method will soon be reviewed for adoption as an ASTM Standard Test Method.

5. Fuel Injector Cleanliness: The Requirement is as follows:

Fuel must meet:

- CRC rating of 10.0 or less using Cummins L-10 Injector Depositing Test
- Fuel flow loss of less than 6.0% using the Cummins L-10 Injector Depositing Test.

When a detergent additive is used to meet this requirement, the effectiveness must be tested in the test reference fuel (Caterpillar 1-K) in the L-10 test.

If another fuel is used, an L-10 test may need to be run on that specific fuel.

Premium Diesel Identification: All products identified on, bills of lading, Invoices, shipping papers, or other documentation as premium, super, supreme, plus, or premier shall conform to at least 2 of the 5 recommended requirements listed and described above.

An analysis of the products proposed must be attached to the proposal. The analysis shall be that of the laboratory of the refiner and shall be a definite certified analysis currently made and not approximate.

All diesel fuel must comply with the Federal Specifications, General Services Administration; the American Society of Testing Materials; and diesel fuel specifications ASTM D-975 amended to comply with the regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and/or Commonwealth regulations and laws.

DELIVERIES

Deliveries made to the County of Barnstable and other political subdivisions shall be in the presence of an authorized agent of that government entity and must be made through a sealed meter at the delivery site and the total gallons delivered will be mechanically printed on the delivery tickets. Signed delivery slips are to be forwarded to the purchaser with the invoice. Invoices shall be in cents per gallon. The awarded bidder is to make contact with each location at the start of the bid period and make arrangements for deliveries. **Deliveries are to be automatic per arrangements made with the participating section/town. In emergency situations, delivery is to be made within 24 hours of the date of notification. Deliveries to the Codfish are to be made within 48 hours of notification.** Bidder may not specify a minimum amount of fuel before delivery may be made. Certain circumstances may warrant a political subdivision to request topping off the tank on a scheduled or call basis.

The town/section may at any time or place take samples of Gasoline, Diesel or Biodiesel delivered or to be delivered hereunder for analysis. The analysis will be made in accordance with the methods adopted by the American Society for Testing Materials or other applicable standard setting agency. Vendor will be held responsible for payment of the analysis if fuel is shown not to meet specifications.

After award of contract and during contract period, deliveries, which are found not to conform to certified analysis

submitted with bid, may be required to be replaced. The County of Barnstable may consider inferior quality just cause for termination of the contract.

PRICING FORMAT:

Fixed Pricing: Bidders will offer a fixed price per gallon to be in effect for the duration of the contract for the quantity committed.

The County will inform the Vendor of how many gallons of fuel it is committing to the Fixed Price on the bid opening day by the designated time. The Town/Entity is required by contract to take delivery and pay for the number of gallons of fuel thus committed by the end of the fiscal year (June 30) for which the gallons were fixed.

If the Participant cannot take delivery of the full amount of fixed gallons by the end of the contract year, the Participant will either pay the Vendor his customary charge for storage of the remaining gallons, pre pay the remaining gallons for delivery later, or otherwise negotiate with the Vendor to end the commitment to the remaining fixed price gallons. Such storage fee shall not exceed \$.10 per gallon, per month of storage commencing July 1 of the next contract year (same calendar year). Another option is to transfer unused gallons to other participants that may need more than contracted.

No later than June 1 of any contract year, the Vendor will inform the Participant of any remaining fixed price fuel not taken during that contract year. The Participant will verify the number of gallons not taken against its own records of deliveries and execution of its "Buy Order" forms. If there is a discrepancy between the Vendor's and Participant's records, the Vendor must provide documentation of deliveries at the fixed price. If the Vendor fails to provide sufficient documentation, the Participant's records will be considered accurate. If the Vendor fails to notify the Participant of any remaining fixed price gallons by June 30 of the contract year, the Participant may, at its sole discretion, either take delivery of the remaining gallons at the fixed price, without storage or other fees, by November 30 of the following contract year (same calendar year) or be totally relieved of any responsibility for the surplus fuel.

In the event a Participant wishes to commit remaining estimated gallons or require more than anticipated, they have two options available.

Option 1 – OEP differential pricing contract as defined below.

Option 2 – NYMEX differential pricing to lock in additional gallons as part of the fixed price futures program.

Total Price per Gallon = Daily Commodity Price + Applicable Differential Price (additional taxes and federal environmental fees to be billed as separate line items on invoices)

Taxes: Do Not include taxes or environmental fees in the prices quoted as they will be factored in after the bid award. The Awarding Authorities will provide sales tax exempt certificates when requested.

The following additional taxes and federal environmental fees to be billed as separate line items on invoices:

- Federal Leaking Underground Storage Tank (LUST)
- Federal Oil Spill Liability Trust Fund

- Massachusetts Uniform Oil Response Fee
- NORA Fee
- Federal Superfund Fee

Operating Expense and Profit (OEP) Pricing: Items bid as OEP require vendors to compete for fuel on the basis of delivery margin. The OEP bid, expressed in cents per gallon (not to exceed four (4) decimal places) will be a constant factor and the delivery of fuel to be purchased at the fixed differential price, applied to the low wholesale Boston Price as published daily in the OPIS-Oil Price Daily (Formerly the JOC).

Total Price per Gallon = Daily Commodity Price + Applicable Differential Price (Additional taxes and federal environmental fees to be billed as separate line items on invoices)

The following exceptions to the OPIS postings will apply. Weekend pricing will be based on Friday's Posting. The Friday posting will also stay in effect on Monday Holidays. Prices in effect for midweek or Friday holidays will be the same as for the preceding day.

New York Mercantile Exchange (NYMEX) Pricing: The Fixed Price Futures Program is defined as the settle price for "Gasoline" or "Ultra Low Sulfur Diesel (ULSD)" on the New York Mercantile Exchange (NYMEX), as posted by NYMEX Future Prices on the day that the Participant informs the Vendor to lock on a futures price PLUS the price differentials that the Vendor was awarded. Vendors will work purchasing entities to determine specific time to lock in the NYMEX, when it is deemed to be most advantageous.

For Buy Orders submitted after the bid submission deadline, fuel deliveries received will be invoiced at the submitted vendor OEP until such time Buy Order is received. Towns who wish to use the NYMEX differential must work with the vendor to lock in gallons and pricing if they do not want to use the OEP.

The buy order form that Towns utilize states that the submission will be 12:00 noon daily.

Assurance: As soon as the award is made, the successful Bidder(s) will be required to furnish a Performance Bond from a surety licensed to do business in MA, or Irrevocable Letter of Credit in the favor of the County of Barnstable and/or each political subdivision, individually, in an amount no less than \$.25 per gallon anticipated annual delivery. Said assurance shall cover the full term of any contract. Bidders must submit the name and address of the bonding company that will provide the performance bonds or the company that will supply the irrevocable letter of credit with their bid. One performance bond submitted to the County that covers all participants is acceptable.

Conditions of Award: The County of Barnstable and each other political subdivision of this bid specification is listed by section. Each such section is accompanied by a listing of delivery sites, size of tanks at each site, and approximate gallonage used by that purchaser. A bidder may submit a bid on any or all sections as specified on the bid sheet.

All grades of Diesel Fuel with regard to sulfur content
MUST conform with regulations of the Commonwealth of Massachusetts,
Department of Public Health, Division of Environmental Health,
Bureau of Air Use Management, and Air Pollution Control District.

If at any time the contractor is unable to furnish materials as ordered individually by the County or other political subdivision:

- 1) The contractor shall be obligated to obtain delivery from another supplier and the Contractor will in turn invoice the County or other political subdivision so affected, at the price specified in such contract with the County or other political subdivision affected; or
- 2) The County or other political subdivision may order such materials from such places as are available, and the contractor shall pay to the affected County or other political subdivision all expenses incurred above such contract price.

Cancellation: The County of Barnstable and/or any other political subdivision can terminate its contract/ price agreement with a contractor(s) who fails to perform under the terms of the contract/price agreement issued by a political subdivision. Notice of termination shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon contractor(s) receipt of notification.

QUALIFICATIONS:

Vendor must have been regularly engaged for at least five (5) years prior to the date of bid opening, in the business of supplying the gasoline or diesel in the manner of organization, facilities and assurance of supply to insure prompt and satisfactory service as called for with all deliveries.

Bidders must have firm sources of fuel.

Pre-Qualification Statement: A pre-qualification statement may be required by the County of Barnstable or other political subdivision individually. This statement includes, but is not limited to, experience with government entities, legal or administrative proceedings currently pending, financial condition certified by a Certified Public Accountant, bank and credit references, a listing of equipment to be used during the term of the contract, and municipal references for which the bidder has provided similar services.

Estimates of gallons required by each municipal entity are included for the convenience of bidders as the best information available to estimate the number of gallons in this procurement. Barnstable County makes no guarantee that any entity will purchase the number of estimated gallons listed below. Awarding Authorities under the fixed pricing will define their initial commitment on the day of the bid opening.

| ATTACHMENT A - Locations | | | | |
|--|--|---|---------------|----------------------|
| Location | | Fuel Type | Tank Capacity | FY25 Estimated Usage |
| Section 1 - Barnstable Dept. of Public Works | | | | |
| a. | Highway Division, Rt. 28, Hyannis | Unleaded Regular | 6000 | 47,250 |
| | | Ultra Low Sulphur Diesel | 6000 (2) | 11,148 |
| b. | Water Pollution Control Division Main Plant, Bearses Way | Ultra Low Sulphur Diesel | 4000 | 1500 |
| c. | Putnam Avenue, Cotuit (Mosswood Cemetery) | Ultra Low Sulphur Diesel | 275 (2) | 1000 |
| d. | Barnstable Transfer Station Flint Street, Marstons Mills | Ultra Low Sulphur Diesel | 1000 | 1000 |
| Section 2 - Barnstable Police Department | | | | |
| | Police Department Phinney's Lane | Unleaded Regular | 6000 | 80000 |
| Section 3 - Barnstable Golf Courses | | | | |
| a. | Hyannis Golf Course 1680 Route 132, Hyannis | Unleaded Regular | 500 | 5000 |
| | | Ultra Low Sulphur Diesel | 500 | 3500 |
| b. | Golf Course Route 149, Marstons Mills | Unleaded Regular | 1000 | 5000 |
| | | Ultra Low Sulphur Diesel | 1000 | 3500 |
| Section 4 - Cape Cod Gateway Airport | | | | |
| | ***Municipal Airport 480 Barnstable Road | Unleaded Regular | 4000 | 12000 |
| | | Ultra Low Sulphur Diesel | 4000 | 12000 |
| ***This is an above ground single Convault split tank that holds both fuels. | | | | |
| Section 5 - Barnstable School Department | | | | |
| a. | School Maintenance Building | Unleaded Regular | 2000 | 25000 |
| | Falmouth Rd., Hyannis | Ultra Low Sulphur Diesel | 2000 | 10000 |
| b. | School Bus Depot 241 Attucks Lane | Ultra Low Sulphur Diesel | 6000 | 77000 |
| Section 6 - Barnstable County Dredge | | | | |
| a. | Dredges & Booster Station Various dockside locations on Cape Cod | Ultra Low Sulphur Diesel - off road dyed diesel dyed | 2700 | 32500 |
| Fuel as needed at various shoreside locations on Cape Cod. It is important that the vendor be aware of this and be prepared to accommodate the Dredge Superintendent. Fuel is to be off road diesel and shall not be charged Excise Tax. | | | | |
| Section 7 - Town of Bourne | | | | |
| a. | Dept. of Public Works 35 Ernest Valeri Road | Regular Unleaded | 3000 | 20000 |
| | | Red Ultra Low sulphur | 7000 | 40000 |
| | | Regular Unleaded | 7000 | 42000 |
| | | Red Ultra Low sulphur | 3000 | 20000 |
| b. | ***ISWM Off Dump Rd., Bourne | Red Ultra Low Sulphur Diesel | no tank | 20000 |
| c. | ISWM (Old DPW Tank) Off Dump Road (MacArthur Blvd) Bourne | Red Ultra Low Sulphur Diesel | 3000 | 35000 |
| "Red" diesel - not taxable - off road equipment, pumps or generators. | | | | |
| *** ISWM has 23 vehicles, of which 10 - 12 are used on a daily basis. Delivery trucks must go into landfill area environment to fill the vehicles individually. | | | | |
| All tanks and pumps are town owned. | | | | |

| ATTACHMENT A - Locations | | | | |
|------------------------------------|---|--------------------------|---------------|----------------------|
| Location | | Fuel Type | Tank Capacity | FY25 Estimated Usage |
| Section 8: Brewster | | | | |
| a. | Brewster Dept. of Public Works 199 and 201 Run Hill Road | Ultra Low Sulphur | 4000 | 20000 |
| | | Regular Unleaded | 6000 | 26000 |
| b. | Captain's Golf Course 1000 Freeman's Way | Regular Unleaded | 1000 | 6000 |
| | | Ultra Low Sulphur Diesel | 1000 | 7000 |
| c. | Fire Department 1671 Main Street | Ultra Low Sulphur | 1400 | 250 |
| d. | Police Department 631 Harwich Road | Ultra Low Sulphur | 510 | 250 |
| e. | Town Hall 2198 Main Street | Ultra Low Sulphur | 631 | 250 |
| Section 9 - Centerville/Osterville | | | | |
| | Fire Dept. 1875 Route 28, Centerville | Regular Unleaded | 2500 | 20000 |
| | | Ultra Low Sulphur Diesel | 2500 | 17000 |
| | | | 1000 | 1000 |
| Section 10: Chatham | | | | |
| a. | Chatham Highway Dept. 221 Crowell Road | Unleaded Regular | 4000 | 31000 |
| | | Ultra Low Sulphur Diesel | 6000 | 25500 |
| b. | Transfer Station, | Ultra Low Sulphur Diesel | 1000 | 3000 |
| Section 11 - Town of Dennis | | | | |
| a. | Dennis Pines Golf Course, Golf Course Rd., Dennis | Unleaded Regular | 1000 | 5000 |
| | | Ultra Low Sulphur | 1000 | 2200 |
| b. | Dennis Highlands Golf Course, 825 Old Bass River Rd. | Unleaded Regular | 1000 | 6500 |
| | | Ultra Low Sulphur | 1000 | 2200 |
| c. | Dennis Police Station, 685 Rt 134 | Unleaded Regular | 4000 | 54500 |
| | | Ultra Low Sulphur | 4000 | 38000 |
| d. | Dennis Fire Station II 350 Paddocks Path | Ultra Low Sulphur Diesel | 1000 | 1000 |
| Section 12: Dennis Water District | | | | |
| | 760 Rt. 134, Dennis | Red Off Road Low Sulphur | 2000 | 4500 |
| Section 13 - Town of Eastham | | | | |
| | Eastham Dept. of Public Works 555 Old Orchard Rd., Eastham | Unleaded Regular | 4000 | 30000 |
| | | Ultra Low Sulphur | 4000 | 25000 |
| Section 14 - Town of Falmouth | | | | |
| a. | Falmouth DPW 416 Gifford St | Unleaded Regular | 10000 | 100000 |
| | | Ultra Low Sulphur | 10000 | 65000 |
| Section 15 - Town of Harwich | | | | |
| a. | Harwich Highway Garage Queen Ann Road | Regular Unleaded | 4000 | 40000 |
| | | Ultra Low Sulphur | 6000 | 80000 |
| b. | Cranberry Valley Golf Course Oak Street | Regular Unleaded | 2500 | 6000 |
| | | Ultra Low Sulphur | 500 | 10000 |
| Section 16 - Hyannis Fire District | | | | |
| | 95 High School Road Extension Hyannis | Unleaded Mid Grade Gaso | 2000 | 5800 |
| | | Dyed Ultra Low Sulphur | 3000 | 12500 |
| Section 17 - Town of Mashpee | | | | |
| | Department of Public Works 350 Meetinghouse Rd. | Regular Unleaded | 7000 | 50000 |
| | | Ultra Low Sulphur | 3000 | 17500 |

| ATTACHMENT A - Locations | | | |
|---|--------------------------|---------------|----------------------|
| Location | Fuel Type | Tank Capacity | FY25 Estimated Usage |
| Section 18A - Town of Orleans | | | |
| 40 Giddiah Hill Road | Unleaded | 6000 | 35000 |
| | Ultra Low Sulphur Diesel | 4000 | 16500 |
| Section 18B - Town of Orleans - Diesel Generator Fuel | | | |
| 99 Eldredge Park Way - Police Station | | 1000 | 300 |
| 40 Giddiah Hill Rd - DPW | | 1000 | 300 |
| 29 Overland Way - Wastewater Treatment Plant | | 6000 | 1000 |
| 84 Old Colony Way - Pump Station 1 | | 250 | 100 |
| 67 Main Street - Pump Station 2 | | 250 | 100 |
| 44 Route 6A - Pump Station 3 | | 200 | 100 |
| Section 19 - Town of Sandwich | | | |
| a. Sandwich Dept. of Public Works 500 Route 130, Sandwich | Regular Unleaded | 8000 | 76000 |
| | Ultra Low Sulphur Diesel | 4000 | 36000 |
| b. Sandwich Hollows Golf Club 1 Round Hill Rd. Sandwich | Regular Unleaded | 1000 | 4500 |
| | Ultra Low Sulphur Diesel | 275 | 1600 |
| Section 20 - Town of Truro | | | |
| a. Truro DPW 17 Town Hall Road | Regular Unleaded | 5000 | 20000 |
| | Diesel | 3000 | 12000 |
| Section 21 - Upper Cape Regional Technical School | | | |
| Upper Cape Regional Tech School 220 Sandwich Road, Bourne | Unleaded Regular | 6000 | 6500 |
| | Ultra Low Sulphur Diesel | 6000 | 6500 |
| Section 22 - Town of Wellfleet | | | |
| a. DPW, 210 W. Main St | Ultra Low Sulphur | 500 | 14000 |
| b. Fire Dept, 10 Lawrence Rd. | Ultra Low Sulphur | 500 | 5500 |
| Section 23 - Town of Yarmouth | | | |
| a. Yarmouth Highway Dept. 507 Buck Island Rd., W. Yarmouth | Regular Unleaded | 10000 | 70000 |
| | Ultra Low Sulphur Diesel | 6000 | 22000 |
| b. Sanitary Landfill Forest Rd./Old Townhouse Rd. | Regular Unleaded | 6000 | 45000 |
| | Ultra Low Sulphur Diesel | 6000 | 28000 |
| c. Bass River Golf Course High Bank Rd., So. Yarmouth | Regular Unleaded | 1000 | 5700 |
| | Ultra Low Sulphur Diesel | 1000 | 1500 |
| d. Bayberry Golf Course West Yarmouth Rd., W. Yarmouth | Regular Unleaded | 1000 (2) | 9000 |
| | Ultra Low Sulphur Diesel | 1000 | 3300 |

ATTACHMENT B

| | | ATLANTIC PETROLEUM | | | MJT Enterprises Inc | | | Sprague Operating Resources LLC | | |
|---|-------------|---------------------|-----------------|-------------------|---------------------|-----------------|-------------------|---------------------------------|-----------------|-------------------|
| Locations | QuantityEst | FixedPricePerGallon | OEPDifferential | NYMEXDifferential | FixedPricePerGallon | OEPDifferential | NYMEXDifferential | FixedPricePerGallon | OEPDifferential | NYMEXDifferential |
| Regular Gasoline (20) | | | | | | | | | | |
| Section 1: Barnstable DPW | 47250 | | | | | | | 2.9069 | 0.2481 | 0.5681 |
| Section 2: Barnstable Police Department | 80000 | | | | | | | 2.9069 | 0.2481 | 0.5681 |
| Section 3: Barnstable Golf Courses | 10000 | 3.3000 | 0.6055 | 0.9355 | | | | | | |
| Section 4: Barnstable Municipal Airport | 12000 | | 0.2850 | 0.6150 | | | | 2.9869 | | |
| Section 5: Barnstable School Department | 25000 | | 0.3442 | | | | | 3.0079 | | 0.6691 |
| Section 7: Town of Bourne | 62000 | | | | | | | 2.9269 | 0.2681 | 0.5881 |
| Section 8: Town of Brewster | 32000 | | | | | | | 2.9735 | 0.3148 | 0.6348 |
| Section 9: Centerville/Osterville Fire | 20000 | | | | | | | 2.9779 | 0.3341 | 0.6391 |
| Section 10: Town of Chatham | 31000 | | 0.2655 | 0.5955 | | | | 2.9779 | | |
| Section 11: Town of Dennis | 66000 | | 0.2750 | 0.6050 | | | | 2.9566 | | |
| Section 13: Town of Eastham | 30000 | | | | | | | 2.9479 | 0.2891 | 0.6091 |
| Section 14: Town of Falmouth | 100000 | | | | | | | 2.8569 | 0.1981 | 0.5181 |
| Section 15: Town of Harwich | 46000 | | 0.2650 | | | | | 2.9284 | | 0.5896 |
| Section 16: Hyannis Fire District (mid-grade) | 5800 | | 0.3450 | 0.6750 | | | | 3.0479 | | |
| Section 17: Town of Mashpee | 50000 | | | 0.5850 | | | | 2.9379 | 0.2291 | |
| Section 18: Town of Orleans | 35000 | | | 0.6250 | | | | 2.9979 | 0.2891 | |
| Section 19: Town of Sandwich | 80500 | | | | | | | 2.9507 | 0.2919 | 0.6119 |
| Section 20: Town of Truro | 20000 | | 0.3050 | 0.6350 | | | | 3.0479 | | |
| Section 21: Upper Cape Regional Technical | 6500 | | 0.2650 | 0.5950 | | | | 2.9679 | | |
| Section 23: Town of Yarmouth | 129700 | | | | | | | 2.8760 | 0.2223 | 0.5373 |
| Premium Ultra Low Sulphur Diesel (24) | | | | | | | | | | |
| Section 1: Barnstable Dept. of Public Works | 14648 | | 0.1350 | | | | | 2.8781 | | 0.3615 |
| Section 3: Barnstable Golf Courses | 7000 | 3.2000 | | | | 0.5000 | 0.6600 | | | |
| Section 4: Barnstable Municipal Airport | 12000 | | 0.1750 | | | | | 2.9081 | | 0.3915 |
| Section 5: Barnstable School Department | 87000 | | 0.2350 | | | | 0.4300 | 2.9603 | | |
| Section 6: Barnstable County Dredge | 32500 | | 0.3550 | | | | 0.5200 | 3.0691 | | |
| Section 7: Town of Bourne A | 60000 | | 0.1655 | | | | | 2.8881 | | 0.3715 |
| Section 7: Town of Bourne ISWM (B&C) | 55000 | | 0.4550 | | | | | 3.1782 | | 0.6616 |
| Section 8: Town of Brewster | 27750 | | 0.2055 | | | | | 2.9816 | | 0.4650 |
| Section 9: Centerville/Osterville/MM Fire | 18000 | | | | | | | 2.9491 | 0.3287 | 0.4325 |
| Section 10: Town of Chatham | 28500 | | 0.1550 | | | | | 2.9065 | | 0.3899 |
| Section 11: Town of Dennis | 43400 | | 0.1650 | | | | 0.4200 | 2.9485 | | |
| Section 12: Dennis Water District | 4500 | | 0.1650 | | | | | 2.8991 | | 0.3825 |
| Section 13: Town of Eastham | 25000 | | 0.1950 | | | | 0.4300 | 2.9541 | | |
| Section 14: Town of Falmouth | 65000 | | 0.1055 | | | | | 2.8181 | | 0.3015 |
| Section 15: Town of Harwich | 90000 | | 0.1650 | | | | | 2.8880 | | 0.3714 |
| Section 16: Hyannis Fire District | 12500 | | 0.2350 | | | | | 2.9691 | | 0.4525 |
| Section 17: Town of Mashpee | 17500 | | 0.1450 | | | | | 2.8582 | | 0.3416 |
| Section 18A: Town of Orleans | 16500 | | 0.1750 | | | | | 2.9191 | | 0.4025 |
| Section 18B: Town of Orleans | 1900 | | 0.2350 | | | | | 2.9644 | | 0.4478 |
| Section 19: Town of Sandwich | 37600 | | 0.1750 | | | | | 2.9112 | | 0.3947 |
| Section 20: Town of Truro | 12000 | | | | | 0.3200 | | 2.9691 | | 0.4525 |
| Section 21: Upper Cape Regional Technical | 6500 | | 0.1550 | | | | | 2.8891 | | 0.3725 |
| Section 22: Town of Wellfleet | 19500 | 3.2000 | 0.4550 | | | | 0.6900 | | | |
| Section 23: Town of Yarmouth | 54800 | | 0.1350 | | | | | 2.8588 | | 0.3422 |

8047 Gasoline & Diesel Fixed Gallons - May 1, 2024

| Town/District/Agency (Participant) Name | Contact Name | Email Address | Number of Fixed Gallons for Diesel (please do not put percentages, need the exact number of gallons) | Number of Fixed Gallons for Gasoline (please do not put percentages, need the exact number of gallons) | Comments (if any) |
|--|-------------------|--|---|---|---|
| Town of Sandwich | Paul Tilton | ptilton@sandwichmass.org | 37,600 | 80,500 | |
| Upper Cape Cod Regional Technical School | Roger Forget | 220 Sandwich Road, Bourne, Ma 02532 | 6,500 | 6,500 | |
| Town of Mashpee | Catherine Laurent | claurent@mashpeema.gov | 17500 | 50000 | |
| Town of Harwich | Lincoln Hooper | lhooper@harwichdpw.com | 80,000 | 40,000 | |
| Eastham | John Roughley | Jroughley@eastham-ma.gov | 25000 | 30000 | |
| Town of Dennis | Greg Rounseville | grounseville@town.dennis.ma.us | 43400 | 66000 | |
| Town of Orleans | Richard J. Waldo | rwaldo@town.orleans.ma.us | 18400 | 35000 | |
| Town of Harwich - Cranberry Valley Golf Course | Lincoln Hooper | lhooper@harwichdpw.com | 10,000 | 6,000 | These quantities are in addition to the ones submitted earlier for the Town (40,000 gas & 80,000 diesel). |
| Town of Wellfleet | Jay Norton | jay.norton@wellfleet-ma.gov | 19,500 | 0 | |
| Bourne | Marlene McCollem | mmccollem@townofbourne.com | 60,000 | 62,000 | |
| Town of Falmouth | Mike Renshaw | mike.renshaw@falmouthma.gov | 65000 | 100000 | |
| Town of Barnstable | Amber Patterson | amber.patterson@town.barnstable.ma.us | Barnstable DPW Fixed: 11,148; Barnstable WPC Facility 1500; Putnam Avenue 1000; Barnstable Transfer Station 1000; (Atlantic Petroleum)Hyannis Golf Course 3500; (Atlantic Petroleum)MM Golf Course 3500; Municipal Airport 12000, School Maintenance Building 10000; School Bus Depot 77000 | Barnstable DPW Fixed: 47,250; Barnstable Police Department 80000; Hyannis Golf Course 5000; MM Golf Course 5000; Municipal Airport 12000; School Maintenance Building 25000 | The Town of Barnstable is moving forward with Sprague Operating Resources LLC with Fixed Pricing for the lowest price submitted except for our Golf Departments- those will be awarded to Atlantic Petroleum. |
| Town of Chatham | Pamela Jones | pjones@chatham-ma.gov | 28500 | 31000 | |
| Brewster | Emily Sumner | esumner@brewster-ma.gov | 27,750 | 32,000 | |
| Town of Bourne (ISWM) | Marlene McCollum | mmccollem@townofbourne.com | 60,000 | 0 | |
| BC Dredge | Ken Cirillo | kenneth.cirillo@capecod.gov | 40,000 | 0 | |