Docusign Envelope ID: 89022D08-E32A-8581-8061-4264C66DAB7F

Bid# 8118
Contract# BC-26-8118

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

THIS AGREEMENT is made this 27th day of May, 2026 by and between

MJT 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.**

7/1/26	6/30/27
Start Date	End Date

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

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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: $ 43,873.50 (fixed gallons)

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

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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

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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

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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: 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: 5/27/2026

FOR THE COUNTY:

BARNSTABLE COUNTY:

Signed by:
Mark R. Forest
2ED22B60DD36416...

Mark Forest, Chair

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

Signed by:
Paige Marsh
1E03E23CA5BD406...

5/22/2026
Date

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Attachment A
Service Specifications

OIL SPECIFICATIONS:

Beginning July 1, 2018, the Commonwealth of Massachusetts required that all heating oil be ultra-low sulphur diesel specification (ULSD). The ULSD product is a distillate that contains less than 15 parts per million (ppm) of sulphur, the same specification used for most diesel fuel.

Vendors are required to bid on and deliver the ULSD product:

> Bidders are to deliver ULSD as defined in 310 CMR, section 7.05 (1).
>
> The ASTM Standard Test Method for Sulfur in Petroleum Products by Energy-Dispersive X-Ray Fluorescence Spectroscopy (Designation D4294-90) and 40 CFR PART 80 SECTION 80.1, 80.2, 80.29, 80.30 must be adhered to. **Bidder must provide upon request a current analysis of the Diesel product(s) being bid.**

If any of the specifications listed conflict, the Chief Procurement Officer of Barnstable County will determine the specifications that meet or exceed the needs of Barnstable County and the Political Subdivisions listed within this IFB. The decision of the Chief Procurement Officer will be final.

ANALYSIS AND DISPOSITION OF OIL NOT MEETING THE OIL SPECIFICATIONS:

The paramount goal of this contract is supply and delivery of high quality oil that meets the Oil Specifications. The Contractor is required to assure Barnstable County and all political subdivisions listed within this IFB that there are quality control mechanisms in place to assure the quality of delivered oil. If a customer has reason to believe that the Contractor has delivered oil of an inferior quality, questionable grade of oil, or oil with contaminants within (including water), the customer will have independent testing performed at the customer's request at a testing lab selected by the customer. The Contractor will agree to abide by the testing results obtained from the independent testing lab and will pay for the cost of testing if delivered oil does not meet the standards.

All oil may be regularly and continually analyzed or only part or parts thereof may be analyzed by the County or any other political subdivision. Each contract will provide that upon such an analysis being made, the Contractor shall receive reasonable notice and shall be entitled to have a representative present when samples for analysis are taken and shall be entitled to take samples like the sample to be analyzed.

The contractor will be notified of any oil rejected for not having complied with the analysis as required by this IFB and is to immediately remove same and any other oil previously in the tank and immediately replace all with a like quantity of acceptable oil that complies with the specifications. All applicable Local, State, and Federal regulations must be complied with to meet the requirements of this Section. This process must begin as soon as possible upon the Contractor's receipt of notice that the oil does not meet the specifications listed in this IFB, and in no event later than 24 hours after said receipt. On failure to do so, the County or other political subdivision affected may individually remove it at the expense of said Contractor, and if the Contractor fails to

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provide proper oil within a reasonable length of time the county or other political subdivision affected may individually cancel the Contract or may, at the expense of the Contractor, purchase a proper oil which will comply with the specifications listed in this IFB, charging said Contractor for any excess in cost thereof. Oil rejected under this paragraph, if partially used, shall be paid for at the contract price.

DELIVERY REQUIREMENTS:

The Contractor is obligated to supply the full oil requirements of the contract user including the purchase, transport, and delivery of oil to each contract user. The Contractor is responsible for all costs associated with the transport of oil to the contact user's tank.

Deliveries must be in compliance with all applicable Local, State, and Federal laws and regulations.

Contractors are responsible for paying for any damage they cause at a site.

While performing work under this contract, the Contractor shall be responsible for completing cleanup for any spills or accidental release to the environment (pursuant to M.G.L. Chapter 21 E and other relevant regulations) at no cost to any of the entities listed within this IFB.

The Contractor shall notify all Local, State, and Federal authorities as required by law in the event of such a release or threat of release. The Contractor will make every effort to contact the customer's emergency contact first, if time frames and conditions allow.

The Contractor will immediately notify the user facility contact person, in writing, in the event of a spill, release, or threat of a release to the environment and prior to initiating clean up response actions. If prior notification of the facility contact person is not possible, then the Contractor shall take appropriate response actions, as directed by the Contractor's Licensed Site Professional, and notify the contact person, in writing, as soon as possible thereafter.

The Contractor must provide a written summary of all response action taken in any instance within the timelines established for reporting of spills and/or contamination, as set forth in M.G.L. Chapter 21 E.

The successful Bidder will protect Barnstable County and the other political subdivisions listed within this IFB from any and all infringements of patents, royalties, or damages arising from this contract's transactions.

If at any time the contractor is unable to furnish materials or services as ordered individually by the County or other political subdivisions, 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, the County or other political subdivision may order such materials or services 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.

Deliveries made to the County of Barnstable or other political subdivision shall be in the presence of an authorized agent of that governmental entity.

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Tank Wagon deliveries of #2 fuel oil are to be by metered trucks and delivery slips shall be stamped by the metering device indicating the amount of fuel oil delivered at each delivery. Deliveries shall be made on days and during hours that are acceptable to contract users.

All deliveries of TANK WAGON #2 fuel oil shall be automatic, based on degree-day units unless otherwise stipulated by awarding authorities or Section**. Vendors are to make arrangements with each location for delivery times, etc.** Liability for damage resulting from an oil tank running out of fuel because of a Contractor's failure to make automatic deliveries shall be the responsibility of the Contractor.

Motor Transport deliveries must be sealed, receipts must accompany deliveries, and said seals shall be broken in the presence of an authorized agent of the government entity. Signed delivery slips are to be forwarded to the purchaser with invoices. Deliveries are to be made with 72 hours from date of notification. Spillage will be the responsibility of the contractor.

Motor Transport deliveries may be split between two sites at no extra charge.

Minimum delivery: *No minimum order amounts for deliveries. Small (500 gallon or less) deliveries are discouraged.*

PAYMENT:

Invoices shall be in cents per gallon. Twenty – (20) day payment schedules are offered for such quantities of materials or services as have been accepted by the County of Barnstable and by each other political subdivision individually. Discounts offered for payment within twenty (20) days shall be specified on each section for each political subdivision.

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 oil 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 oil 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 oil 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

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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 oil.

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 "Heating Oil No. 2" 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.

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For Buy Orders submitted after the bid opening, 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.

Minimum fixed orders: *In order to take full advantage of the use of the Fixed pricing on the day or the bid opening and/or NYMEX Differential during the contract term, Towns are asked to bulk order a minimum of 50% of their total annual estimated gallons. It is at the discretion of the Contractor to enter into any agreements less than 50% of the Towns total annual estimated gallons.*

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 fuel oil bid sheet.

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. Termination of contract/price agreement shall become effective upon contractor(s) receipt of notification.

QUALIFICATIONS:

Bidders must have been regularly engaged for a least one year prior to the date of bid opening, in the business of supplying the product bid upon, in the grade bid upon and in the manner of organization, facilities and assurance of supply to insure prompt and satisfactory service as called for with all delivery in Massachusetts calibrated tank trucks.

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.

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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.

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Barnstable County

Regional Government of Cape Cod
Purchasing Department
Jennifer L.V. Frates, Chief Procurement Officer

Addendum NO. 1
May 7, 2026

To all Bidders on the Project titled:
Bid # 8118
Supply and Delivery of Heating Fuel Oil #2
Barnstable County

Reference Contract Documents (drawings and specifications) dated April 20, 2026

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

CHANGES

Attachment A – Service Specifications

1. Analysis and Disposition of Oil Not Meeting Oil Specifications:

   ADD to the end of the second paragraph in this section the following: “Samples for analysis shall be taken from the Contractor’s delivery trucks at the time of delivery and not from customer storage tanks, unless otherwise mutually agreed upon due to extenuating circumstances.”

2. Delivery Requirements
   DELETE the fourth paragraph in its entirety and INSERT:

   “While performing work under this contract, the Contractor shall be responsible for completing cleanup for any spills or accidental release to the environment caused by the Contractor or its employees, agents, or subcontractors (pursuant to M.G.L. Chapter 21E and other applicable laws and regulations), at no cost to any of the entities listed within this IFB.”

All other portions of the Bid Documents remain unchanged. NOTE: THE BID SUBMISSION DEADLINE DATE HAS NOT CHANGED.

Please be reminded to acknowledge this Addendum on the bid forms.

--- End of Addendum No. 1 ---

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Locations				
	SECTION		Tank Size	FY27 Quantities #2 - Tank Wagon
Section 1 - Brewster				
	1	COA-Old Town Hall, 1673 Main St., Brewster	3-275	2,500
Section 2: County Locations				
	2	Farmhouse Extension, 3675 Main St., Barnstable	1-275	500
	3	*Americorps Residence, Bldg 4 875 County Road, Pocasset *Invoices are to be sent to Americorps Cape Cod Barnstable County, PO Box 427, Barnstable, MA	1-275	950
Section 3 - Falmouth				
	1	East Falmouth Public Library, 310 East Falmouth Highway, East Falmouth	1- 300	0
	2	Wastewater Treatment Plant Blacksmith Shop Road	1 - 1000 gall (underground) 1 - 2000 gall (above ground) 1 - 5,000 gall (underground)	1,000
Section 4 - Fire Training Academy				
	1	Fire Training School 155 South Flint Rock Road, Barnstable Must contact day before delivery *Invoices are to be sent: Fire Training Academy, PO Box 427, Barnstable, MA 02630	1- 250	1,350
Section 5 - Harwich				
	1	Golf Department Maintenance Building, 183 Oak St., Harwich	1 - 275 1- 500	1,275 875
	2	Harwich Golf Department, Cran Valley Pro Shop 183 Oak St.	1 -275	2,300
Section 6 - Le Hac House - Cape Cod National Seashore				
	1	300 Pamet Rd., Wellfleet Invoices are to be sent to Americorps Cape Cod Barnstable County, PO Box 427, Barnstable, MA	1-275	950
Section 7 - Nauset Regional School District				
	1	Stony Brook Elementary School, Underpass Road, Brewster	1 - 6,000 1 - 300	28,000
	2	** Wellfleet Elementary School School Street, Wellfleet	1 - 10,000	20,000
		** Delivery to this location must be by tank wagon		
Section 8 - Orleans				
	1	44 Main Street - the Community Building	1-275	700
	2	139 Main Street - TH Annex	1-275	900
	3	Sea Call Farm, Tonset Road	1-200	500
Section 9 - Wellfleet				
	1	Library, West Main St.	1-300	3,800
Section 10 - Truro				
	1	Highway Dept. Main Garage, 17 Town Hall Road	1-275	1,800
	2	Highway Dept Sweeper Garage, 17 Town Hall Rd.	1-275	450
	3	Truro Highway Dept Annex , 17 Town Hall Rd	1-275	450
	4	Truro Beach Office, Route 6, Truro	1-1,000	0

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Attachment B

		ATLANTIC PETROLEUM			MJT Enterprises Inc			Sprague Operating Resources LLC		
Locations	Quantity Estimated	Fixed Price Per Gallon	OEP Differential	NYMEX Differential	Fixed Price Per Gallon	OEP Differential	NYMEX Differential	Fixed Price Per Gallon	OEP Differential	NYMEX Differential
Section 1 - Brewster	2500	$4.4500	$0.2925	$0.2925	$4.04	$0.60	$0.68	$4.1397	$0.6918	$0.7668
Section 2 - County Locations	1500	$4.4500	$0.3925	$0.3925	$3.97	$0.63	$0.71	$4.1097	$0.6718	$0.7368
Section 3 - Falmouth	3073	$4.4500	$0.2525	$0.2525				$3.8397	$0.4318	$0.4668
Section 4 - Fire Training Academy	1800	$4.4500	$0.3525	$0.3525				$4.0397	$0.5818	$0.6668
Section 5 - Harwich	4450	$4.4500	$0.2525	$0.2525	$3.97	$0.56	$0.64	$4.1197	$0.6818	$0.7468
Section 6 - Le Hac House - Cape Cod National Seashore	1000	$4.4500	$0.4025	$0.4025	$4.14	$0.71	$0.79	$4.2397	$0.7818	$0.8668
Section 7 - Nauset Regional School District	48000	$4.4500	$0.2925	$0.2925	$3.73	$0.28	$0.36	$3.7147	$0.2568	$0.3368
Section 8 - Orleans	2100	$4.4500	$0.2925	$0.2925	$4.06	$0.63	$0.71	$4.1397	$0.6818	$0.7668
Section 9 - Wellfleet	3800	$4.4500	$0.2925	$0.2925	$4.24	$0.87	$0.95	$4.4897	$0.9818	$1.1168
Section 10 - Truro	2700	$4.4500	$0.2925	$0.2925	$4.24	$0.87	$0.95	$4.4897	$0.9818	$1.1168

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Town/District/Agency (Participant) Name	Contact Name	Email Address	Are you locking in Fixed Priced Gallons today (5/12/26)?	Section (Please refer to Locations and Estimates sheet from the Bid Documents)	Number of Gallons to lock in (enter the exact number of gallons, percentages will not be accepted)
Barnstable County	Dawn Johnson	dawn.johnson@capecod.gov	Yes	Section 2	500
Barnstable County Cape Cod Center for Public Safety	Martin Greene	martin.greene@capecod.gov	Yes	Fire Training Academy 1!	1800
Town of Harwich	Lincoln Hooper	lhooper@harwichdpw.com	Yes	15	4450
Town of Wellfleet	Jay Norton	jay.norton@wellfleet-ma.gov	Yes	Section 9	3,800
Barnstable County - AmeriCorps	Misty Niemeyer	misty.niemeyer@capecod.gov	Yes	6	900
Barnstable County - AmeriCorps Cape Cod	Misty Niemeyer	misty.niemeyer@capecod.gov	Yes	2	900