Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

Bid# 8119
Contract# BC-26-8119

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

Atlantic Petroleum 1445 North Loop W. Frwy # 242 Houston, TX 77008
(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 nine (9) 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

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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:

X 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: $ 330,000 (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

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

of termination or suspension.

10. **Non-Discrimination in Employment and Affirmative Action.** The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

12. **Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

13. **Conflict of Interest**. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

15. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

individual or organization by the Contractor without the prior written approval of the County.

17. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

18. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

19. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

20. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, to which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

21. **Force Majeure**. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

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

23. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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: Atlantic Petroleum 1445 North Loop W. Frwy # 242 Houston, TX 77008
Tony Ndah andah@atlanticpetro.com Orders: sales@atlanticpetro.com 281-466-4571

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: 5/28/2026

FOR THE COUNTY:

BARNSTABLE COUNTY:

Signed by:
Ronald Bergstrom
08D209278259458...

_____

_____

FOR THE CONTRACTOR: Atlantic Petroleum

DocuSigned by:
Anthony Ndah
2EEDE9B436B5468...

5/21/2026
Date

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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.

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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.

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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.

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

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)

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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.
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

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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. 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.

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

Locations				
	Location	Fuel Type	Tank Capacity	FY27 Estimated Usage
Section 1 - Barnstable Dept. of Public Works				
a.	Highway Division, Rt. 28, Hyannis	Unleaded Regular	6000	60000
		Ultra Low Sulphur Diesel	6000 (2)	24000
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	9000
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	Unleaded Regular	1000	5000
	Route 149, Marstons Mills	Ultra Low Sulphur Diesel	1000	3500
Section 4 - Cape Cod Gateway Airport				
	***Municipal Airport 480 Barnstable Road	Unleaded Regular	4000	4000
		Ultra Low Sulphur Diesel	4000	7500
	***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	5000
	Falmouth Rd., Hyannis	Ultra Low Sulphur Diesel	2000	8000
b.	School Bus Depot 241 Attucks Lane	Ultra Low Sulphur Diesel	6000	79000
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	20000
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	35000
		Regular Unleaded	7000	42000
		Red Ultra Low sulphur	3000	15000
b	***ISWM Off Dump Rd., Bourne	Red Ultra Low Sulphur Diesel	no tank	35000
c.	ISWM (Old DPW Tank) Off Dump Road (MacArthur Blvd) Bourne	Red Ultra Low Sulphur Diesel	3000	45000
	"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.			

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

Locations				
	Location	Fuel Type	Tank Capacity	FY27 Estimated Usage
Section 8: Brewster				
a.	Brewster Dept. of Public Works 199 and 201 Run Hill Road	Ultra Low Sulphur	4000	22000
		Regular Unleaded	6000	32000
b	Captain's Golf Course 1000 Freeman's Way	Regular Unleaded	1000	3500
		Ultra Low Sulphur Diesel	1000	5500
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	22000
		Ultra Low Sulphur Diesel	2500	18000
			1000	1000
Section 10: Chatham				
a.	Chatham Highway Dept. 221 Crowell Road	Unleaded Regular	4000	35000
		Ultra Low Sulphur Diesel	6000	26000
b.	Transfer Station,	Ultra Low Sulphur Diesel	1000	4500
Section 11 - Town of Dennis				
a.	Dennis Pines Golf Course, Golf Course Rd., Dennis	Unleaded Regular	1000	6000
		Ultra Low Sulphur	1000	2800
b.	Dennis Highlands Golf Course, 825 Old Bass River Rd.	Unleaded Regular	1000	6800
		Ultra Low Sulphur	1000	2200
c.	Dennis Police Station, 685 Rt 134	Unleaded Regular	4000	53200
		Ultra Low Sulphur	4000	16000
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	15000
		Ultra Low Sulphur	4000	12000
Section 14 - Town of Falmouth				
a.	Falmouth DPW 416 Gifford St	Unleaded Regular	10000	115000
		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	70000
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	13000
Section 17 - Town of Mashpee				
	Department of Public Works 350 Meetinghouse Rd.	Regular Unleaded	7000	55000
		Ultra Low Sulphur	3000	18000

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

Locations				
	Location	Fuel Type	Tank Capacity	FY27 Estimated Usage
Section 18A - Town of Orleans				
	40 Giddiah Hill Road	Unleaded	6000	35000
		Ultra Low Sulphur Diesel	4000	4000
Section 18B - Town of Orleans - Diesel Generator Fuel				
	99 Eldredge Park Way - Police Station		1000	150
	40 Giddiah Hill Rd - DPW		1000	150
	29 Overland Way - Wastewater Treatment Plant		6000	200
	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	60000
		Ultra Low Sulphur Diesel	4000	15000
b.	Sandwich Hollows Golf Club 1 Round Hill Rd. Sandwich	Regular Unleaded	1000	4500
		Ultra Low Sulphur Diesel	275	1500
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	6000
		Ultra Low Sulphur Diesel	6000	6000
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
c.	Marina - 255 Commercial St	Midgrade Unleaded w/Ethanol	9700	43000
		Red Low Sulphur	5000	9000
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	3000
e.	Septage Treatment Plant 47 Work Shop Road, S Yarmouth	ULSD Dyed Diesel for generator	2000	1500
f.	Fire Station 1 96 Old Main St, S Yarmouth	ULSD Dyed Diesel for generator	300	100
g	Fire Station 2 340 Route 6A Yarmouthport	ULSD Dyed Diesel for generator	200	50
h.	Fire Station 3 520 Buck Island Rd W Yarmouth	ULSD Dyed Diesel for generator	600	100

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

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 # 8119
Supply and Delivery of Gasoline & Diesel
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. Deliveries

   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.”

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 ---

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

ATTACHMENT B

		ATLANTIC PETROLEUM			MJT Enterprises Inc			Sprague Operating Resources LLC		
Items	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
Gasoline										
Section 1: Barnstable DPW	60000	$3.7500	$0.2695	$0.6177				$3.4224	$0.2052	$0.4947
Section 2: Barnstable Police Department	80000	$3.7500	$0.2795	$0.6277				$3.4424	$0.2252	$0.4947
Section 3: Barnstable Golf Courses	10000	$3.7500	$1.1050	$1.4625				$4.2634	$1.0962	$1.4057
Section 4: Barnstable Municipal Airport	4000	$3.7500	$0.3345	$0.6717				$3.4334	$0.2562	$0.5757
Section 5: Barnstable School Department	5000	$3.7500	$0.3505	$0.7225				$3.5134	$0.3162	$0.6357
Section 7: Town of Bourne	62000	$3.7500	$0.2795	$0.6217				$3.4424	$0.2252	$0.5347
Section 8: Town of Brewster	35500	$3.7500	$0.3565	$0.6725	$6.00	$0.30	$0.65	$3.5184	$0.2812	$0.5906
Section 9: Centerville/Osterville Fire	22000	$3.7500	$0.3755	$0.7625				$3.5634	$0.3262	$0.6157
Section 10: Town of Chatham	35000	$3.7500	$0.3205	$0.6225				$3.5334	$0.2562	$0.5757
Section 11: Town of Dennis	66000	$3.7500	$0.3351	$0.6225				$3.4990	$0.2717	$0.5912
Section 13: Town of Eastham	15000	$3.7500	$0.3205	$0.6725				$3.4834	$0.2462	$0.5757
Section 14: Town of Falmouth	115000	$3.7500	$0.3351	$0.5825				$3.3334	$0.1812	$0.4457
Section 15: Town of Harwich	46000	$3.7500	$0.3205	$0.5825				$3.4678	$0.2656	$0.5301
Section 16: Hyannis Fire District (mid-grade)	5800	$3.7500	$0.2205	$0.7225				$3.8090	$0.5362	$0.9012
Section 17: Town of Mashpee	55000	$3.7500	$0.2934	$0.6225				$3.3834	$0.1662	$0.5457
Section 18: Town of Orleans	35000	$3.7500	$0.3855	$0.6425				$3.4834	$0.2562	$0.6257
Section 19: Town of Sandwich	64500	$3.7500	$0.2355	$0.5925				$3.4739	$0.2467	$0.5862
Section 20: Town of Truro	20000	$3.7500	$0.2955	$0.6025	$6.00	$0.32	$0.67	$4.2634	$1.0712	$1.4057
Section 21: Upper Cape Regional Technical	6000	$3.7500	$0.6000	$0.9625				$3.4924	$0.2402	$0.5847
Section 22: Town of Wellfleet	43000	$3.7500	$0.2795	$0.6925	$6.00	$0.30	$0.32	$3.5934	$0.2862	$0.7357
Section 23: Town of Yarmouth	129700	$3.7500	$0.2230	$0.5825				$3.4384	$0.1912	$0.5307
Diesel										
Section 1: Barnstable Dept. of Public Works	35500	$4.4000	$0.2538	$0.3925	$3.84	$0.26	$0.41	$3.7700	$0.1838	$0.3971
Section 3: Barnstable Golf Courses	7000	$4.4000	$1.0367	$1.1725	$4.29	$0.60	$0.75	$4.6028	$1.0116	$1.2299
Section 4: Barnstable Municipal Airport	7500	$4.4000	$0.2457	$0.3825	$3.82	$0.23	$0.38	$3.7528	$0.1816	$0.3799
Section 5: Barnstable School Department	87000	$4.4000	$0.2867	$0.4125	$3.90	$0.28	$0.43	$3.8318	$0.2406	$0.4489
Section 6: Barnstable County Dredge	20000	$4.4000	$0.4367	$0.5525	$4.01	$0.41	$0.56	$3.9328	$0.3616	$0.5499
Section 7: Town of Bourne A	50000	$4.4000	$0.2157	$0.3725	$3.98	$0.36	$0.51	$3.8728	$0.1916	$0.4299
Section 7: Town of Bourne ISWM (B&C)	80000	$4.4000	$0.7246	$0.7925						
Section 8: Town of Brewster	28250	$4.4000	$0.2984	$0.4825	$3.90	$0.28	$0.43	$3.8647	$0.2585	$0.4918
Section 9: Centerville/Osterville/MM Fire	19000	$4.4000	$0.3617	$0.4425	$3.90	$0.30	$0.45	$3.8828	$0.2866	$0.4999
Section 10: Town of Chatham	30500	$4.4000	$0.2707	$0.4425	$3.82	$0.25	$0.40	$3.8046	$0.2234	$0.4317
Section 11: Town of Dennis	22000	$4.4000	$0.2669	$0.4725	$3.86	$0.26	$0.41	$3.8029	$0.2217	$0.4300
Section 12: Dennis Water District	4500	$4.4000	$0.3367	$0.4425	$3.90	$0.30	$0.45	$3.8828	$0.2866	$0.5099
Section 13: Town of Eastham	12000	$4.4000	$0.2867	$0.4425	$3.88	$0.28	$0.43	$3.8228	$0.2166	$0.4499
Section 14: Town of Falmouth	65000	$4.4000	$0.1567	$0.2925	$3.81	$0.22	$0.35	$3.7028	$0.1116	$0.3299
Section 15: Town of Harwich	80000	$4.4000	$0.2321	$0.2325	$3.81	$0.23	$0.38	$3.7740	$0.1929	$0.4012
Section 16: Hyannis Fire District	13000	$4.4000	$0.3367	$0.3825	$3.91	$0.33	$0.48	$3.8828	$0.2916	$0.5099
Section 17: Town of Mashpee	18000	$4.4000	$0.1967	$0.3825	$3.91	$0.34	$0.49	$3.7718	$0.1206	$0.3689
Section 18A: Town of Orleans	4000	$4.4000	$0.2567	$0.4125	$3.85	$0.25	$0.40	$3.8128	$0.2166	$0.4399
Section 18B: Town of Orleans	800	$4.4000	$0.3242	$0.5025	$3.96	$0.34	$0.49	$3.9103	$0.2841	$0.5374
Section 19: Town of Sandwich	16500	$4.4000	$0.2616	$0.3825				$3.8846	$0.2184	$0.4617
Section 20: Town of Truro	12000	$4.4000	$0.5817	$0.4425	$4.08	$0.30	$0.45	$4.2028	$0.5766	$0.8299
Section 21: Upper Cape Regional Technical	6000	$4.4000	$0.2157	$0.7225				$3.8018	$0.1906	$0.3989
Section 22: Town of Wellfleet	28500	$4.4000	$0.7367	$0.8925	$4.32	$0.70	$0.85	$4.1501	$0.5590	$0.7773
Section 23: Town of Yarmouth	56250	$4.4000	$0.1923	$0.3525	$3.81	$0.19	$0.34	$3.7474	$0.1563	$0.3746

Docusign Envelope ID: 5CF1BB99-271F-874D-8136-D403CC7ADCF0

Town/District/Agency (Participant) Name	Contact Name	Email Address	Are you locking in Fixed Priced Gallons today (5/12/26)?	Section # for Diesel (Please refer to Locations and Estimates sheet from the Bid Documents)	Number of Fixed Gallons for Diesel (enter the exact number of gallons, percentages will not be accepted)	Section # for Gasoline (Please refer to Locations and Estimates sheet from the Bid Documents)	Number of Fixed Gallons for Gasoline (enter the exact number of gallons, percentages will not be accepted)
Town of Chatham	Robert Faley	rfaley@chatham-ma.gov	Yes	DPW & Transfer Station	30,500	DPW	35,000
Upper Cape Cod Regional Technical School	Rose M Crosby	rm.crosby@uppercapetech.org	Yes	Section 21	6000	Section 21	6000
Harwich	Lincoln Hooper	lhooper@harwichdpw.com	Yes	15	80,000	15	46,000
Town of Bourne (DPW)	Matt Sawicki	msawicki@bourne-ma.gov	Yes	Dept. of Public Works, 3	47,000	Dept. of Public Works, 3	62,000
Mashpee	Catherine Laurent	claurent@mashpeema.gov	Yes	17	18000	17	55000
Town of Bourne ISWM (B&C)	Daniel Barrett	dbarrett@bourne-ma.gov	Yes	Town of Bourne b) ISWM	75,000 Gallons		
Falmouth	Michael Renshaw	mike.renshaw@falmouthma.gov	Yes	14	65000	14	115000
Town of Wellfleet	Jay Norton	jay.norton@wellfleet-ma.gov	Yes	Section 22 (A & B) DPW	19,500 DPW and FIRE		