



A-9-23

Staff Summary A-09-2023

Subject: No. 2 Heating Oil, Diesel and Jet Fuel (S/B # 40512-05052-056)
Department: Department of Shared Services Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: February 22, 2023
Vendor Name: United Metro Energy Corp.
Contract Number: A-29-2022
Contract Manager Name: Timothy Funaro, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
3/20/2023 <i>BP</i>	CPO	5/11/23 <i>AN</i>	Budget
3/9/2023 <i>PM</i>	County Atty.		County Exec.

Material Advice Information Identifier No

Narrative

Purpose: To authorize and award a blanket purchase order for No. 2 Heating Oil and Diesel for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in Newsday, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was notified of this solicitation.

- 7 Vendors viewed the bid
 1 Woman owned business 1 Minority (African/American) 1 Small Business
 0 Service Disabled (Veteran) owned business 1 Veteran Owned Business 1 Disabled
- 2 Vendors bid on this solicitation
 0 Woman owned business 0 Minority 0 Small Business
 0 Service Disabled (Veteran) owned business 0 Veterans 0 Disabled

The identified lowest responsible bidder United Metro Energy Corp. is not listed in any of the above categories.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Four Million Five Hundred Thousand Dollars (\$4,500,000.) from general funds PWSSW6110, PWGEN0640, PWSSW6120, PWGEN0320, PWSSW6310 and PDH1560 407 DD. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services' option to renew up to an additional four (4) one (1) year periods and an additional two (2) month period, for a total term of five (5) years two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to United Metro Energy Corp. as the lowest responsible bidder meeting specifications.

STAMP: ISSUED BY...
ALREADY ISSUED

U. Funaro 2/22/23

OFFICE OF PURCHASING

STAMP: OFFICE OF PURCHASING

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND THE NASSAU COUNTY POLICE DEPARTMENT AND UNITED METRO ENERGY CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 40512-05052-056 for No. 2 Heating Oil, Diesel and Jet Fuel for the Nassau County Department of Public Works and The Nassau County Police Department, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that United Metro Energy Corp. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with United Metro Energy Corp.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-09-2023

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: February 22, 2023

SUBJECT: RESOLUTION – THE VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANK PURCHASE ORDER IN THE AMOUNT OF FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO UNITED METRO ENERGY CORP. FOR No. 2 HEATING OIL, DIESEL FOR VARIOUS NASSAU COUNTY DEPARTMENTS.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.



MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
JOHN MCCONVILLE [JOHNMCCONVILLE@UMECNY.COM]

Dated: 03/15/2023 09:09:06 am

Vendor: UNITED METRO ENERGY CORPORATION

Title: PRESIDENT



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [] NO [X] If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
JOHN MCCONVILLE [JOHNMCCONVILLE@UMECNY.COM]

Dated: 03/15/2023 09:12:30 am

Vendor: UNITED METRO ENERGY
CORPORATION

Title: PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/24/2022

1) Proposer's Legal Name: UNITED METRO ENERGY CORPORATION

2) Address of Place of Business: 500 KINGSLAND AVENUE

City: NEW YORK State/Province/Territory: NY Zip/Postal Code: 11222

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? B If other, please provide details:

4) Dun and Bradstreet number: 078816363

5) Federal I.D. Number: 462112871

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

UNITED APOLLO PETROLEUM TRANSPORTATION CORP, WHOLLY OWNED TRANSPORTATION SUBSIDIARY.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

100% OF UNITED METRO ENERGY CORPORATION CAPITAL STOCK IS OWNED BY UNITED REFINERY, INC.

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

UNITED METRO ENERGY CORPORATION WOULD CONSIDER ANY PROCEDURES SUGGESTED BY THE COUNTY.
NONE OF THE OFFICERS HAVE EVER HELD A POSITION IN THE COUNTY GOVERNMENT.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive

experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [] NO [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/20/2013

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

JOHN A. CATSIMATIDIS, CEO,

iii) Name, address and position of all officers and directors of the company. If none, explain.

JOHN A. CATSIMATIDIS, CHAIRMAN AND CEO, 800 3RD AVENUE, NEW YORK, NY 10022

JOHN MCCONVILLE, PRESIDENT, 500 KINGSLAND AVENUE, BROOKLYN, NY 11222

EMILY PANKOW, VP & GENERAL COUNSEL, 800 3RD AVENUE, NEW YORK, NY 10022

JOSEPH COLONEL, CHIEF OPERATING OFFICER, 500 KINGSLAND AVENUE, BROOKLYN, NJ 11222

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

126

vi) Annual revenue of firm;

850000000

vii) Summary of relevant accomplishments

IN MARCH 2013, UNITED METRO ACQUIRED SUBSTANTIALLY ALL OF THE ASSETS OF METRO FUEL OIL CORP AND METRO TERMINALS CORP. IN SO DOING AND HAVING RETAINED MOST OF THE PERSONNEL, UNITED METRO ACQUIRED ALL OF THE EXPERIENCE AND EXPERTISE OF THE COMPANIES WHICH HAD BEEN SUPPLYING FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES WITH HEATING OIL, ULTRA LOW SULFUR DIESEL AND GASOLINE FOR OVER 30 YEARS. SINCE MARCH 2013, UNITED METRO HAS BEEN AWARDED SEVERAL STATE AND FEDERAL CONTRACTS FOR ULSD, HEATING OIL AND GASOLINE. UNITED METRO CURRENTLY HOLDS THE CITY OF NEW YORK FUEL CONTRACT, THE STATE OF NEW YORK HEATING OIL CONTRACT, THE DEFENSE LOGISTICS AGENCY FUEL CONTRACT, THE MTA FUEL CONTRACT, BOCES NASSAU FUEL CONTRACT. ALL OF THESE CONTRACTS HAVE BEEN EXECUTED AND HANDLED PROFESSIONALLY.

viii) Copies of all state and local licenses and permits.

4 File(s) uploaded: NY - Certificate of Authority.pdf, NY - Distributor of Diesel Motor Fuel.pdf, NY - Distributor of Motor fuels.pdf, NY - Terminal Operator.pdf

B. Indicate number of years in business.

9

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

MARCH 2013, UNITED METRO ACQUIRED SUBSTANTIALLY ALL OF THE ASSETS OF METRO FUEL OIL CORP AND METRO TERMINALS CORP. UNITED METRO RETAINED ALL PERSONNEL AND ACQUIRED ALL OF THE EXPERTISE AND EXPERIENCE OF THE COMPANIES WHICH HAD BEEN SUPPLYING FUEL FOR OVER 30 YEARS. SINCE MARCH 2013, UNITED METRO HAS ACQUIRED THE CITY OF NEW YORK FUEL CONTRACT, THE STATE OF NEW YORK HEATING OIL CONTRACT, THE DEFENSE LOGISTICS AGENCY FUEL CONTRACT, THE MTA FUEL CONTRACT AND THE BOCES NASSAU FUEL CONTRACT. ALL OF THESE CONTRACTS HAVE BEEN EXECUTED AND HANDLED PROFESSIONALLY.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	DCAS - CITY OF NEW YORK		
Contact Person	ALVIN PETTWAY		
Address	DIVISION OF MUNICIPAL SUPPLY, MUNICIPAL BUILDING		
City	NEW YORK	State/Province/Territory	NY
Country	US		
Telephone	(212) 386-0478		
Fax #			
E-Mail Address	APETTWAY@DCAS.NYC.GOV		
Company	STATE OF NEW YORK		
Contact Person	CHRISTOPHER MARTINEZ		
Address	CORNING TOWER, EMPIRE STATE PLAZA		
City	ALBANY	State/Province/Territory	NY
Country	US		
Telephone	(518) 473-7790		
Fax #			
E-Mail Address	CHRISTOPHER.MARTINEZ@OGS.NY.GOV		
Company	NASSAU BOCES		
Contact Person	MICHAEL PERINA		
Address	71 CLINTON ROAD		
City	GARDEN CITY	State/Province/Territory	NY
Country	US		
Telephone	(516) 396-2240		
Fax #			
E-Mail Address	MPERINA@NASBOCES.ORG		

I, JOHN MCCONVILLE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JOHN MCCONVILLE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: UNITED METRO ENERGY CORPORATION

Electronically signed and certified at the date and time indicated by:
JOHN MCCONVILLE JOHN MCCONVILLE@UMECNY.COM

PRESIDENT

Title

03/15/2023

Date



New York State Department of
Taxation and Finance
Sales Tax Registration
W.A. Hartman Campus
Albany NY 12227

13044348231903-AP00



UNITED METRO ENERGY CORP
500 KINGSLAND AVE
BROOKLYN NY 11222-1925

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

46-2112871

(Use this number on all returns and correspondence)



VALIDATED

4/19/2013

Dept of Tax
and Finance

UNITED METRO ENERGY CORP
500 KINGSLAND AVE
BROOKLYN NY 11222-1925

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098

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Photography - copyright of NY's Empire State Development

DTF-17-A (2/10)



New York State
Department of Taxation and Finance
Albany NY 12227

No. D-462112871
Date: March 11, 2013

Distributor of Diesel Motor Fuel Registration Certificate

This Certifies That
UNITED METRO ENERGY CORP.

**823 11TH AVENUE
NEW YORK, NY 10019**

has applied under the provisions of Article 12-A of the Tax Law and is duly registered as a distributor of diesel motor fuel and may import or cause to be imported, produce, refine, manufacture, compound, blend, and sell diesel motor fuel pursuant to the provisions of said statute.

A violation of any provision of Articles 12-A or 28 of the Tax Law, or of any applicable requirement, rule, or regulation of the Department of Taxation and Finance made pursuant to Articles 12-A or 28 of the Tax Law, or any grounds specified in section 283 of the Tax Law, shall constitute sufficient cause for the suspension or cancellation of this registration.

This registration is not transferable and shall remain in force until canceled, revoked, suspended, or terminated.

Thomas H. Mattox, Commissioner
Commissioner of Taxation and Finance

This registration must be prominently displayed in your place of business listed above. Change of name or address of individual, partnership, or corporation, and change of officers or directors, or their addresses, must immediately be reported to the Commissioner of Taxation and Finance. See other side.



New York State
Department of Taxation and Finance
Albany NY 12227

No. M-462112871
Date: March 11, 2013

Distributor of Motor Fuel
This Certifies That
UNITED METRO ENERGY CORP.

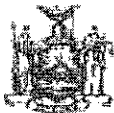
**823 11TH AVENUE
NEW YORK, NY 10019**

is duly registered as a distributor of motor fuel pursuant to the provisions of Article 12-A of the New York State Tax Law.

A violation of any provision of Articles 12-A of the Tax Law or of any requirement, rule, or regulation of the Department of Taxation and Finance made pursuant to Article 12-A of the Tax Law, or the existence of any grounds listed in section 283.4 or 283.5 of the Tax Law, shall constitute sufficient cause for cancellation or suspension of this license.

This registration may not be transferred without the prior written approval of the Department of Taxation and Finance and shall remain in force until canceled or suspended. Any change in partners, officers, or directors, must be immediately reported to the Tax Department.

Thomas H. Mattox, Commissioner
Commissioner of Taxation and Finance



New York State
Department of Taxation and Finance
Albany NY 12227

No. T-462112871
Date: March 11, 2013

License as a Terminal Operator
This Certifies That
UNITED METRO ENERGY CORP.

**823 11TH AVENUE
NEW YORK, NY 10019**

is duly licensed as a terminal operator pursuant to the provisions of Article 12-A of the New York State Tax Law.

A violation of any provision of Articles 12-A of the Tax Law or of any requirement, rule, or regulation of the Department of Taxation and Finance made pursuant to Article 12-A of the Tax Law, or the existence of any grounds listed in section 283-b of the Tax Law, shall constitute sufficient cause for revocation or suspension of this license.

This license may not be transferred without the prior written approval of the Department of Taxation and Finance and shall remain in force until canceled, suspended, or terminated. Any change of address of licensee, or change of partners, officers, or directors, or their addresses, must be immediately reported to the Tax Department.

Thomas H. Mattox, Commissioner
Commissioner of Taxation and Finance

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1.

Principal Name: John A Catsimatidis

Date of birth: 09/07/1948

Home address: 817 FIFTH AVENUE

City: NEW YORK

Country: US

State/Province/Territory: NY

Zip/Postal Code: 10065

Business Address: 800 THIRD AVENUE

City: NEW YORK

Country: US

State/Province/Territory: NY

Zip/Postal Code: 10022

Telephone: 2129565803

Other present address(es):

City:

Country:

State/Province/Territory:

Zip/Postal Code:

Telephone:

List of other addresses and telephone numbers attached

2.

Positions held in submitting business and starting date of each (check all applicable)

President

Chairman of Board

Chief Exec. Officer

Chief Financial Officer

Vice President

(Other)

03/06/2013

03/06/2013

Treasurer

Shareholder

Secretary

Partner

3.

Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
100% Control of the Corporate parent, United Refining Inc.

4.

Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
An entity I control leases office space to bidder.

United Metro leases space from two affiliates. 500 Kingsland Avenue LLC and United Calverton Energy LLC.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I am CEO of a conglomerate the Red Apple Group which has holdings in grocery, energy, real estate and media. United Refining Company, United Energy Plus Terminals, LLC United Metro Energy Corporation, United Riverhead Terminals Inc, Kwik Fill Inc, Red Apple Real Estate Inc., 77WABC Radio, Gristedes Supermarkets.
<https://ragny.com>

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

United Metro Energy Corporation has been awarded: Defense Logistics Agency contract (Federal); State of NY fuel contract; MTA, Department of Citywide Administration (City of NY), Nassau BOCES, County of Nassau, Eastern Suffolk BOCES, Suffolk County, Town of Babylon, Port Authority of NY & NJ, Town of Southampton, NY, Brookhaven National Labs, Town of Riverhead, NY

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

--

I, JOHN CATSIMATIDIS , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JOHN CATSIMATIDIS , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

UNITED METRO ENERGY CORPORATION
Name of submitting business

Electronically signed and certified at the date and time indicated by:
JOHN CATSIMATIDIS JACNY@RAGNY.COM

CEO
Title

03/15/2023 09:30:37 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph Colonel
Date of birth: 04/21/1957
Home address: 125 Fairview Avenue
City: Montauk State/Province/Territory: NY Zip/Postal Code: 11954
Country: US

Business Address: 500 KINGSLAND AVENUE
City: BROOKLYN State/Province/Territory: NY Zip/Postal Code: 11222
Country: US
Telephone: 929-489-3580

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/12/2018</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☒ NO ☐ If Yes, provide details.

United Metro Energy Corporation has been awarded: Defense Logistics Agency (Federal); State of NY fuel Contract; MTA, Department of Citywide Administration (City of NY); Nassau County, NY; Nassau BOCES, NY; Eastern Suffolk BOCES, NY; Suffolk County, NY; Town of Babylon, NY; Port Authority of NY & NJ; Town of Southampton, NY; Brookhaven National Labs, NY; Town of Riverhead, NY

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, JOSEPH COLONEL , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JOSEPH COLONEL , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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UNITED METRO ENERGY CORPORATION
Name of submitting business

Electronically signed and certified at the date and time indicated by:
JOSEPH COLONEL JOSEPHCOLONEL@UMECNY.COM

COO
Title

03/15/2023 09:22:45 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1.

Principal Name:

EMILY PANKOW

Date of birth:

04/03/1981

Home address:

13 ELM ROAD

City:

SCARSDALE

State/Province/Territory:

NY

Zip/Postal Code:

10583

Country:

US

Business Address:

800 THIRD AVENUE, 5TH FLOOR

City:

NEW YORK

State/Province/Territory:

NY

Zip/Postal Code:

10022

Country:

US

Telephone:

212-613-8925

Other present address(es):

City:

State/Province/Territory:

Zip/Postal Code:

Country:

Telephone:

List of other addresses and telephone numbers attached

2.

Positions held in submitting business and starting date of each (check all applicable)

President

Treasurer

Chairman of Board

Shareholder

Chief Exec. Officer

Secretary

12/09/2019

Chief Financial Officer

Partner

Vice President

12/09/2019

(Other)

3.

Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4.

Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [] If Yes, provide details.

United Metro Energy Corporation has been awarded: Defense Logistics Agency (Federal); State of NY fuel contract; MTA, Department of Citywide Administration (City of NY); Nassau BOCES, NY; County of Nassau, NY; Eastern Suffolk BOCES, NY; Suffolk County, NY; Town of Babylon, NY; Port Authority of NY & NJ; Town of Southampton, NY; Brookhaven National Labs, NY; Town of Riverhead, NY

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
a. Been debarred by any government agency from entering into contracts with that agency?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, EMILY PANKOW , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, EMILY PANKOW , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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UNITED METRO ENERGY CORPORATION

Name of submitting business

Electronically signed and certified at the date and time indicated by:

EMILY PANKOW EPANKOW@RAGNY.COM

VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

Title

03/15/2023 09:38:47 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1.

Principal Name: JOHN MCCONVILLE

Date of birth: 09/23/1962

Home address: 634 WINTERBERRY BLVD

City: JACKSON

Country: US

State/Province/Territory: NJ

Zip/Postal Code: 08527

Business Address: 500 KINGSLAND AVENUE

City: BROOKLYN

Country: US

State/Province/Territory: NY

Zip/Postal Code: 11222

Telephone: 929-489-3510

Other present address(es):

City:

Country:

Telephone:

State/Province/Territory:

Zip/Postal Code:

List of other addresses and telephone numbers attached

2.

Positions held in submitting business and starting date of each (check all applicable)

President

Chairman of Board

Chief Exec. Officer

Chief Financial Officer

Vice President

(Other)

10/02/2017

Treasurer

Shareholder

Secretary

Partner

3.

Do you have an equity interest in the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

4.

Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☒ NO ☐ If Yes, provide details.

United Metro Energy Corporation has been awarded: Defense Logistics Agency (Federal); State of NY fuel Contract; MTA, Department of Citywide Administration (City of NY); Nassau County, NY; Nassau BOCES, NY; Eastern Suffolk BOCES, NY; Suffolk County, NY; Town of Babylon, NY; Port Authority of NY & NJ; Town of Southampton, NY; Brookhaven National Labs, NY; Town of Riverhead, NY

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7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, JOHN MCCONVILLE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JOHN MCCONVILLE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

UNITED METRO ENERGY CORPORATION

Name of submitting business

Electronically signed and certified at the date and time indicated by:

JOHN MCCONVILLE JOHNMCCONVILLE@UMECNY.COM

PRESIDENT

Title

03/15/2023 09:17:20 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: UNITED METRO ENERGY CORPORATION

Address: 500 KINGSLAND AVENUE

City: BROOKLYN State/Province/Territory: NY Zip/Postal Code: 11222

Country: US

2. Entity's Vendor Identification Number: 462112871

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: UMEC Officer - County of Nassau.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

UNITED REFINERY, INC. OWNS 100% OF THE CAPITAL STOCK. JOHN A. CATSIMATIDIS IS THE BENEFICIAL OWNER OF UNITED METRO ENERGY CORPORATION.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

UNITED APOLLO PETROLEUM TRANSPORTATION CORP, A WHOLLY OWNED SUBSIDIARY OF UNITED METRO ENERGY CORPORATION. UNITED APOLLO OWNS AND OPERATES A FLEET OF APPROXIMATELY 50 TRUCKS AND PERFORMS ALL DELIVERIES FOR UNITED METRO ENERGY CORPORATION.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but ar

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

UNITED METRO ENERGY CORPORATION [JOHNMCCONVILLE@UMECNY.COM]

Dated: 03/15/2023 09:16:07 am

Title: PRESIDENT



500 Kingsland Avenue
Brooklyn, NY 11222

PHONE **718 383 1400**
FAX **718 383 6586**

Officers

John Castimatidis, Chief Executive Officer


John McConville, President

Emily Pankow, Vice President, General Counsel & Secretary

Joseph Colonel, Chief Operating Officer & Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 40512-05052-056
	COUNTY OF NASSAU		Dated: Ad. 04/07/2022
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE May 05, 2022 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	REQUISITION NUMBER

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: No. 2 Heating Oil and Diesel and Jet Fuel

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Various Nassau County Locations	GUARANTEED DELIVERY DATE 24 hrs to 2 DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER 46-2112871
--	--

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER		UNITED METRO ENERGY CORPORATION	
ADDRESS		500 Kingsland Avenue	
CITY	Brooklyn	STATE	NY
ZIP CODE	11222	TELEPHONE	929-271-5079
SIGNATURE OF AUTHORIZED INDIVIDUAL		John McConville, President	
		PRINT OR TYPE NAME OF SIGNER AND TITLE	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

OFFICE OF PURCHASING

MAY 26 2022

OPENED 11 AM

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: United Metro Energy Corporation

Address: 500 Kingsland Avenue, Brooklyn, NY 11222

Telephone No: 929-271-5079

Fax No: 646-810-4153

1. State Whether: A Corporation Corporation
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

John McConville, President

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: United Metro Energy Corporation

ADDRESS: 500 Kingsland Avenue, Brooklyn, NY 11222

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT

John McConville

VICE PRESIDENT

Robert A. Zorn

SECRETARY

Emily R. Pankow

TREASURER

Mark Kassner

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 9 Years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Petroleum based products

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Joseph Colonel	COO	40+	Handle all operations and government contracts	Chief Operating Officer
Scott Alnwick	Logistics Manager	20+	Handles all drivers and schedules all deliveries	Manager

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

United Metro has reviewed the bid specifications and is very confident that we are able to meet all requirements.

United Metro has had the County of Nassau contract for almost six years. We are well equipped to continue

meeting the requirements of this contract. United Metro Brooklyn terminal has tank capacity of over 3 million gallons of distillate fuels. United Metro owns and operates the Calverton and Riverhead terminal in NY. Riverhead has 1.5 million storage capacity of distillate fuels.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER

John McConville, President

TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Cristina Rodelo, Bid Analyst

Joseph Colonel, COO

Scott Alnwick, Logistics Manager

Edward Abreu, Customer Service Manager

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Department of Citywide Administrative Services

ADDRESS:

City of New York, Division of Municipal Supply Services

Municipal Building, New York, NY 10007

TELEPHONE: 212-386-0478 CONTACT PERSON Alvin Pettway

CONTRACT DATE: 2015 contract - to 2021 2021 contract to 2026

2. REFERENCE'S NAME: State of New York

ADDRESS:

Corning Tower, Empire State Plaza, Albany, NY 12242

TELEPHONE: 518-473-7790 CONTACT PERSON Christopher Martinez

CONTRACT DATE: 11/21/2014 - 8/30/2018 & 8/31/2018 - 9/1/22

3. REFERENCE'S NAME: Nassau BOCES

ADDRESS:

Nassau BOCES Administrative Center

71 Clinton Road, Garden City, NY 11530-9195

TELEPHONE: 516-396-2240 CONTACT PERSON Mr. Perina

CONTRACT DATE: 10/15/21 - 10/14/22 10/2016 - 10/2021

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

John McConville, President

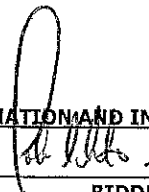
TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

John McConville, President

TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☒ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 04/25/2022




(Signature of Bidder)

Print Name: John McConville

Print Title: President

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

John McConville, President

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000),

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whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **No. 2 Heating Oil and Diesel and Jet Fuel** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be made under Blanket orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 24 hours to 2 days / 24 hrs as Required **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

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*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID*

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*****VENDOR CLAIM CERTIFICATION*****

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name	Date
By Signature	Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

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PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY

PERIOD: 1 Year

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

N/A

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 60 days **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
term of contract days.

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SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured: "See Attached"

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED
Heating Oil and Diesel (See SDS sheets) DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X



Signature

John McConville, President

Title

4/25/22

Date

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ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 25th day of April, 20 22 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

United Metro Energy Corporation

Address:

500 Kingsland Avenue, Brooklyn, NY 11222

Street:

City, Town, etc:

Telephone:

929-271-5079

Title: President

If applicable, responsible Corporate Officer

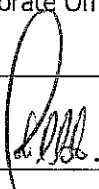
Name

John McConville

Title

President

Signature:



Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

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GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

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MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

Bayway Refining
1400 PARK AVE
LINCOLN NJ 07036

Phillips 66 Bayway Refining Manufacturer

[Signature] Signature

Title

CDO

FURTHERMORE:

That we authorize

UNITED Metro Energy Corp
500 KINGSLAND AVE BROOKLYN NY
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Phillips 66 Bayway Refining Manufacturer

[Signature] Signature

Title

CDO

3/6/23 Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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[Signature]

BIDDER

[Signature]

TITLE

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at Issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

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iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

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i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

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OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)

Foster care services under the New York Social Services Law.

Residential domestic violence services under the New York Social Services Law.

Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.

ii. Services under the Home Energy Assistance Program (HEAP)

Preventive services for children pursuant to the New York Social Services Law

Non-Secure detention services pursuant to the New York Executive Law.

AND (If Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the

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Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

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a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
40512-05052-056

The chief executive officer of the Contractor is:

John McConville (Name)
500 Kingsland Avenue, Brooklyn, NY 11222 (Address)
929-271-5079 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

See attached

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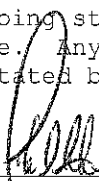
John McConville, President

TITLE

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

04/25/2022
Dated _____



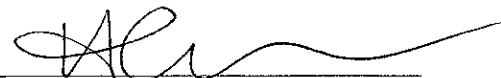
Signature of Chief Executive Officer

John McConville, President

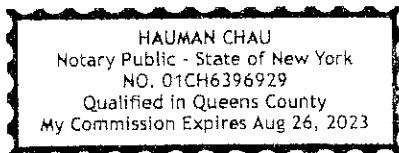
Name of Chief Executive Officer

Sworn to before me this


25TH day of APRIL, 2022



Notary Public



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John McConville, President

TITLE



500 Kingsland Avenue
Brooklyn, NY 11222

PHONE **718 383 1400**
FAX **718 383 6586**

1. Investigation by the New York City Comptroller's Office into UMEC's compliance with New York City Prevailing Wage Law (Labor Law File No. 20211008). Said investigation encompasses UMEC's heating oil deliveries pursuant to the contracts with the New York City Department of Citywide Administrative Services ("DCAS"). Please be advised the investigation is ongoing and no adverse determination has been made against UMEC or any UMEC-related entity or individual. No action against UMEC is currently pending in any other forum in connection with this investigation. Because UMEC believes its liability (if any) is minimal, should this proceed to litigation, UMEC anticipates vigorously defending against any claims of alleged non-compliance.
2. Local 553, IBT has filed several unfair labor practice ("ULP") charges against UMEC at Region 29 of the National Labor Relations Board ("NLRB"), most of which have been dismissed or withdrawn. Below please see each ULP Charge and its current status:
 - **29-CA-285848:** On November 5, 2021, Local 553 filed a ULP Charge alleging regressive bargaining. UMEC filed position statement and vehemently denied all allegations. On December 14, 2021, Local 553 withdrew its ULP Charge in its entirety. Thus, no further action against UMEC is pending at the NLRB on this ULP Charge.
 - **29-CA-287197:** On December 6, 2021, Local 553 filed a ULP Charge alleging UMEC failed to respond to Local 553's Request for Information. UMEC filed position statement and vehemently denied all allegations. Effective January 27, 2022, Local 553 withdrew its ULP Charge in its entirety. Thus, no further action against UMEC is pending at the NLRB on this ULP Charge.
 - **29-CA-277743:** On May 27, 2021, Local 553 filed ULP Charge against UMEC alleging unlawfully replacing striking employees, regressive bargaining, and anti-union animus. UMEC filed position statements and vehemently denied all allegations. On March 9, 2022, NLRB dismissed all ULP allegations with the exception of the allegation UMEC unlawfully permanently replaced striking employees. The sole remaining allegation concerning the permanently replaced striking employees is currently pending at Region 29 for further processing. NLRB has not issued a complaint in connection with the remaining ULP allegation."

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____ for an appointment to visit the site.

Notes to bidders this Formal sealed bid has three parts

Part One for No. 2 Heating Oil

Part Two for Diesel Fuel

Part Three for Jet Fuel

Estimated yearly usage for part one (no.2 heating oil) and part two (diesel fuel) is \$3,500,000.00.

Estimated yearly usage for Jet Fuel is \$100,000.00

BID SECURITY: Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **\$ 2,000.00**. Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

SURETY: In the event an award is made hereunder, the successful bidder hereby agrees to obtain and filed with the County of Nassau, security in the amount of 10 % to be entrusted to the County of Nassau as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director of the Office of Purchasing, or his designee, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from the default of the Contractor. Bonding Companies must be authorized to transact business in the State of New York.

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Specifications and Pricing:

NOTE: In the event of a delivery of a contaminated or defective load of Fuel Oil, the successful vendor is responsible for all expenses incurred to rectify the situation including the reimbursement to Nassau County for its' cost associated with the correction of the problem.

This will include, but is not limited to, the following:

- . The removal and transporting of the defective product.
- . The replacement of the defective product with a quality product.
- . The reimbursement to Nassau County to cover the cost for all damaged or Clogged components (e.g. filters, nozzles, etc.) and cost for all related Labor.

If bidder's fuel oil specifications vary from attached Nassau County Specifications, submit detailed specifications for product to be furnished. The County reserves the right to deduct from the successful bidder's claims any additional costs incurred for purchase of products, services or other expenses which result from the bidder's failure to maintain the product level of tank of any Using Agency above 10% of the tank's capacity. The respective bidders must own, operate and deliver fuel oil, and maintain a minimum of 9 trucks. Inspection and VIN Registration numbers upon request.

All deliveries unless otherwise indicated shall be made in trucks with sealed meters. Successful bidder shall contact all agencies covered in award to familiarize themselves with delivery conditions. Utmost care shall be taken to avoid spills or leakage from vehicles on landscaping or roads.

The vendor shall be responsible for supplying individual delivery tickets showing exact location where product was delivered, grade of oil, total number of gallons delivered and the cost per gallon.

INFERIOR DELIVERY: The County of Nassau reserves the right to treat inferior delivery in accordance with remedies specified in New York State, OGS Spec. - 180, "Fuel Oil, Burner", Group 05500 and Award Proposal No. 1076.

Ultra Low Sulfur Fuel oil and Ultra Low Sulfur Diesel that meets ASTM specifications. The specification for ULSH would be ASTM D-396, latest version and the specification for ULSD would be ASTM D-975, latest version. ASTM D-975 also includes requirements for winterization utilizing 10th percentile temperatures by month during the winter months, which would ensure the County receives ULSD that will perform during winter months.

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PRICE REVISIONS:

The simple average of the high and low prices posted in the **OPIS** oil price daily postings will be used to compute price revisions during the contract period for the delivery of N.O. 2 Heating oil , & ULSD Diesel. The Office of Purchasing will post the price revisions based on the Day of delivery prices, posted, plus the handling charge to determine the daily price beginning with the Publication of the OPIS Oil Price Daily The aforementioned mechanism for price revisions would then be applied to the contract prices day of delivery postings throughout the contract period.

Price revisions will be rounded at four (4) decimal places for all price adjustments throughout the contract Period. Applicable price changes will be effective at the start of each Business day. The words "Publication Day" as used in this bid refers to the actual day the periodical is published, not the posting day reflected in the issue. Prices will be determined On the publication day, Applicable price changes will be effective as of the start of each business Day. If publication is not published the next business days' issue will be utilized. Requests for price adjustment must be submitted in writing for approval to the Office of Purchasing.

Note: Should the price revision cycle posted in the OPIS not provide adequate price adjustments, because of rapid changes in world wide Petroleum prices, the County of Nassau reserves the right to review alternative price periodicals. Daily price postings will utilize the day of delivery posted Price published Monday through Friday. Weekend deliveries if Necessary will utilize Friday's posting.

DELIVERIES: Contractor must be prepared at all times to furnish and deliver oils strictly in accordance with orders. Deliveries shall be made within twenty four hours' notice.

PRICE BASIS: The cost of No.2 Fuel Oil deliveries in motor transport will be determined by the average of the tank car reseller's Prices plus the Handling charge, adjustments to the tank wagon deliveries will be the simple average of the N.Y. tank car res., plus con. prices, as published in OPIS oil price daily

Bidder need ONLY to insert the Delivery and Handling Charges in the spaces provided herein. for item numbers 1,2,3,and 4

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Part One NO.2 HEATING OIL

Approximate

Qty.	Unit Description	Price
555,000 gal.	FUEL OIL GRADE NO. 2; Tank Wagon (TW) DEL.SCHEDULE Deliveries to locations earmarked as storage tanks (TW) having tank capacities of less than 6,000 gallons	

PRICE BASIS;

1.) Delivery & handling charge per gallon:

⁺
\$0.0148 *jm*

175,000 gal.	FUEL OIL GRADE NO. 2; Motor Transport (MT) DEL.SCHEDULE Deliveries to locations earmarked; minimum delivery of (MT) 5,000 gallons or more at one time into storage tanks, Capacity of which exceeds 6,000 gallons.
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PRICE BASIS;

2.) Delivery and handling charge:

\$ - 0.1552 *jm*

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D2 ULSD SULFUR DIESEL FUEL OIL

Adjustments (increases or decreases) to the motor transport contract price shall be based on the Ultra-Low Sulfur Diesel N.Y. Tank Car Res. High low posted prices averaged plus or minus the differential, (handling charge) awarded the contractor.

Since Prices are determined by determining the average Posted Price in the New York Journal of Commerce, Bidder need ONLY to insert the Delivery and Handling Charges in the spaces provided herein for items number 3,&4

Part Two Diesel Fuel

ULTRA LOW SULPHUR DIESEL

Approximate

Qty.

Unit Description

Price

255,000 gal

ULSD DIESEL OIL NO.2D; Tank Wagon (TW)
Deliveries to locations earmarked with tank
Capacities of 5,000 gallons attached.
ULSD DIESEL OIL NO.2D; Tank Wagon (TW)
Deliveries to locations earmarked with tank
Capacities of 5,000 gallons attached.

3) Delivery and handling charge:

\$ + 0.1652 JM
+ 0.1652

350,000 gal.

ULSD DIESEL OIL NO.2D; minimum 38 cetane;
ASTM D396 D975; Motor Transport (MT)
Deliveries to locations earmarked with tank
Capacities of 6,000 gallons attached.

4) Delivery and handling charge:

\$ - 0.0500 JM

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EMERGENCY PURCHASING:

Office of the Deputy County Executive or Superintendent of Buildings
Or his agent may contact the carrier directly in the event of an
Emergency at his request this will precipitate a delivery within
(4) Hours. This will be put into the Blanket Contract with names
And contact numbers of Nassau County personnel.

SERVICE:

CONTRACTOR WILL PROVIDE IN WRITING TO THE OFFICE OF PURCHASING THE POSTING AND SUPPORTING
CALCULATIONS ON EXCEL SPREAD SHEETS OR PRICE CONFIRMATIONS BY TUESDAY OF EVERY WEEK. THIS WILL
INSURE ACCURACY AND EPEDITE TIMELY RECEIVABLES ON ALL INVOICES SHOULD THE PRICE STRUCTURE UTILIZED BY
THE PARTIES BECOME UNWORKABLE DETRIMENTAL OR INJURIOUS TO THE COUNTY RESULTING IN PRICES WHICH ARE
NOT TRULY REFLECTIVE OF CURRENT MARKET CONDITIONS AND ARE DEEMED UNREASONABLE OR EXCESSIVE BY THE
DIRECTOR AND NO ADJUSTMENTS ARE MUTUALLY AGREED UPON THE DIRECTOR RESERVES THE RIGHT UPON (10) DAYS
WRITTEN NOTICE MAILED TO THE CONTRACTOR TO TERMINATE THE CONTRACT. IF THE CONTRACTOR CAN NO LONGER
MEET THE SERVICE NEEDS OF THE COUNTY HE SHALL NOTIFY THE COUNTY OF SUCH IN ORDER THAT THE COUNTY
TAKES APPROPRIATE ACTION. THIS NOTIFICATION MUST BE IN WRITING AND SHOULD BE DELIVERED TO THE OFFICE
OF PURCHASING, WITHIN (24) HOURS AND BE PRESENTED TO THE DIRECTOR OF PURCHASING

EMERGENCY DELIVERY PROVISION:

In the event of and for the duration of any state of emergency or disaster
declared by the Governor or County Executive, the contractor shall be prepared to
provide continuous twenty-four hour service as directed by the State and County.
For the purpose of maintaining necessary communications and services, the
contractor must designate in the space provided below a primary and if available,
a secondary contact person or title. The contractor guarantees that the persons
so designated will be available throughout the emergency.

PHONE	TERMINAL	CONTACT
CONTRACTOR	ADDRESS	PERSONS TITLE
NUMBER		
929-283-5364	500 Kingsland Avenue, Brooklyn, NY 11222	Dispatch Team
646-739-3004	500 Kingsland Avenue, Brooklyn, NY 11222	Scott Alnwick, Logistics Manager

EMERGENCY PREPAREDNESS PLAN:

The successful vendor must provide loaded fuel tankers and operators, on a
standby situation at the request of the various Nassau County Agencies.

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The hourly labor should be indicated along with any compensation necessary to provide continuous twenty-four service as directed by the County of Nassau.

Regular HOURLY COST OF LABOR & TANKER
Monday through Friday 7:00 am - 7:00pm

\$ ~~245.00~~ \$ 150.00

Overtime HOURLY COST OF LABOR & TANKER
Monday Through Friday after 7:00 pm and
before 7:00 am and all day and night on Saturdays, Sundays and New York
State Legal Holidays

\$ ~~250.00~~ \$ 200.00

THE COST OF THIS EMERGENCY ACTION PLAN WILL NOT BE CONSIDERED IN
DETERMINING THE LOWEST BIDDER, IT IS TO BE USED AS A STARTING
POINT IN THE EVENT OF AN EMERGENCY.

On Demand Fuel Trucks for Emergencies and Non Emergencies

Provide at minimum 2 Fuel oil trucks to be parked at various Nassau County
Locations as necessary with or without a chauffeur to stay with the truck.
Each fuel truck will be provided at a daily rental rate. Each truck will
hold approximately 2,800 gallons of fuel oil that will be filled upon the
county's request. Each fuel truck will have proper apparatus to offload fuel
into vehicles and or fuel Tanks. The delivered price for the fuel will be at
the current contracted price.

Daily Fuel Truck Rental Rate \$ 200/hr

Regular HOURLY COST Chauffeur
Monday through Friday 7:00 am - 7:00pm \$ 150.00/hr

Overtime HOURLY COST OF Chauffeur
Monday through Friday after 7:00 pm
And before 7:00 am and all day and
Night on Saturdays, Sundays and
New York State Legal Holidays \$ ~~250.00/hr~~ \$ 200/hr.

All Home Heating Fuel will be set up for automatic deliveries.
Note the following deliveries

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NO. 2 Heating Oil

(Bill to Code A) DPW PO Starts with POPW 1194 Prospect Ave Westbury NY 11590

(Bill to Code B) DPW PO Starts with POPW 170 Cantiague Rock Road Hicksville NY 11801

(Bill to Code C) CC PO Starts with POCC 100 Carman Ave East Meadow NY 11554

(Bill to Code D) PD PO Starts with POPD 1490 Franklin Ave Mineola NY 11501

Description	Address	Bill #	Bill To	Delivery Method	Annual Approx Quantities Gals	Tank Size
BAILEYS ARBORETUM MAIN HOUSE	194 BAYVILLE ROAD, LOCUST VALLEY, NEAR FEEKS LN	8501	A	TW	7,000	2500
BLDG 20 (OLD GRUMMAN)	SOUTH OYSTER BAY ROAD	1015	A	TW	15,000	6000

CEDARMERE -MAIN HOUSE	225 BRYANT AVENUE ROSLYN HARBOR	8504	A	TW	2,500	1000
CHELSEA - GATE HOUSE	34 MUTTONTOWN LANE, EAST NORWICH, NY 11732	8516	A	TW	1,200	600
CHELSEA - MAIN HOUSE	34 MUTTONTOWN LANE, EAST NORWICH NY 11732	8404	A	TW	250	2500
CHELSEA- MAINTENANCE GARAGE EAST/APTS	34 MUTTONTOWN LANE, EAST NORWICH NY 11732	8404	A	TW	2,000	550
CHELSEA - MAINTENANCE GARAGE WEST/APTS	34 MUTTONTOWN LANE, EAST NORWICH NY 11732	8404	A	TW	2,000	1000

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
40512-05052-056

CHRISTOPHER MORLEY ADMIN BLDG	500 SEARINGTOWN ROAD ROSLYN ESTATES	8318	A	TW	2,000	10,000
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CHRISTOPHER MORLEY GOLF TICKET OFFICE	500 SEARINGTOWN ROAD ROSLYN ESTATES	8608	A	TW	2,000	500
CHRISTOPHER MORLEY MAINT. BLDG	500 SEARINGTOWN ROAD ROSLYN ESTATES	8318	A	TW	10,500	2500
CRADLE OF AVIATION	HANGER 2 - MITCHELL FIELD	8405	A	TW	12,500	6000
EISENHOWER PARK CADDY HOUSE	HEMPSTEAD TPKE	8601	A	TW	2,500	550
EISENHOWER PARK TICKET OFFICE	HEMPSTEAD TPKE, EAST MEADOW	8601	A	TW	2,500	600
EISENHOWER PARK LANIN HOUSE	HEMPSTEAD TPKE EAST MEADOW (CLOSE TO MERRICK RD)	8310	A	TW	4,000	1000
EISENHOWER PARK MAINT BLDG	HEMPSTEAD TPKE EAST MEADOW W/O PUBLIC SAFETY	8310	A	TW	7,000	2500
EISENHOWER PARK SPECIAL ACTIVITY BLDG	HEMPSTEAD TPKE EAST MEADOW (CLOSE TO MERRICK RD)	8319	A	TW	4,000	1000
EISENHOWER PARK WOMENS SPORT FOUND.	HEMPSTEAD TPKE, EAST MEADOW (CLOSE TO MERRICK RD)	8998	A	TW	1,500	600

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
40512-05052-056

ELDERFIELDS - COTTAGE	200 PORT WASHINGTON BLVD PORT WASHINGTON	8550	A	TW	2,500	550
FINE ARTS - GARAGE	1 MUSEUM DRIVE ROSLYN	8402	A	TW	2,500	1000
FINE ARTS - GATEHOUSE	1 MUSEUM DRIVE ROSLYN	8402	A	TW	1,300	275
FINE ARTS - LABORATORY	1 MUSEUM DRIVE ROSLYN	8402	A	TW	500	1000

FINE ARTS - MAIN HOUSE/MUSEUM	1 MUSEUM DRIVE ROSLYN	8402	A	TW	500	4000
GARVIES POINT MUSEUM	50 BARRY DRIVE GLEN COVE	8506	A	TW	8,000	1000
GRANT PARK - ADMIN BUILDING	1625 BROADWAY AT SHERIDAN AVENUE	8312	A	TW	10,000	6000
GRANT PARK - MAINTENANCE BLDG	1625 BROADWAY AT SHERIDAN AVENUE	8312	A	TW	1,000	480
HOLOCAUST MUSEUM	100 CRESCENT BEACH ROAD GLEN COVE	8522	A	TW	5,000	4000
INWOOD COMMUNITY CENTER	270 LAWRENCE AVENUE INWOOD	7004	A	TW	35,000	2500
MITCHELL ATHLETIC MAINT BLDG	CHARLES LINDBERG BLVD UNIONDALE	8316	A	TW	1,500	1000
MITCHELL ATHLETIC RIFLE RANGE	1 CHARLES LINDBERG BLVD UNIONDALE	8323	A	TW	15,000	6000
N. WOODMERE PARK MAINT BLDG	2 HUNGRY HARBOR ROAD/ BRANCH BLVD	8609	A	TW	3,000	1000
N.C. HEALTH DEPARTMENT	200 COUNTY SEAT DRIVE MINEOLA	4113	A	TW	1,200	2500

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
40512-05052-056

N.C.D.O.H. DIV. LABS AND RESEARCH	209 MAIN STREET HEMPSTEAD	1008	A	TW	6,000	2500
N.C.F.S.A. BUILDING A	WINDING ROAD BETHPAGE	6009	A	TW	4,000	2500
N.C.F.S.A. BUILDING E	WINDING ROAD BETHPAGE	6002	A	TW	5,000	6000
N.C.F.S.A. GARAGE/BLDG G	WINDING ROAD BETHPAGE	6006	A	TW	4,000	2500
N.C.F.S.A. PUMP HOUSE	WINDING ROAD BETHPAGE	6014	A	TW	1,500	2500

REV MACKEY PARK	WASHINGTON AVE & LAKESIDE DRIVE ROOSEVELT	3009	A	TW	1,500	280
N.C.P.D. CAP SQUAD	970 BRUSH HOLLOW ROAD WESTBURY	3005	A	TW	10,000	1000
N.C.P.D. CHILDRENS SAFETY TOWN	HEMPSTEAD TPKE EAST MEADOW ENTRAN ON MERRICK RD	3007	A	TW	3,000	500
N.C.P.D. HORSE STABLES	HEMPSTEAD TPKE EAST MEADOW CLOSE TO MERRICK RD	3006	A	TW	800	275
N.C.P.D. MARINE BUREAU	FOOT OF 1ST AVENUE BAY PARK	3011	A	TW	5,000	6000
N.C.P.D. PISTOL RANGE	300 WEIR STREET HEMPSTEAD	3008	A	TW	3,000	1000
NASSAU HALL MAIN BLDG	1864 MUTTONTOWN ROAD EAST NORWICH	8407	A	TW	15,000	2500
NASSAU HALL STABLES/APARTMENTS	1864 MUTTONTOWN ROAD EAST NORWICH	8407	A	TW	4,000	1000

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NICKERSON BEACH MAINTENANCE BLDG	880 LIDO BLVD LONG BEACH	8320	A	TW	5,500	2500
OBVR ADMINISTRATION BLDG	1303 ROUND SWAMP ROAD OLD BETHPAGE	8408	A	TW	2,000	6000
SANDS POINT - COW BARN	95 MIDDLENECK ROAD SANDS POINT	8517	A	TW	7,000	6000
SANDS POINT - FALAISE	95 MIDDLENECK ROAD SANDS POINT	8517	A	TW	12,500	4000

SANDS POINT - GATEHOUSE	95 MIDDLENECK ROAD SANDS POINT	8517	A	TW	500	1000
SANDS POINT - GREENHOUSE	95 MIDDLENECK ROAD SANDS POINT	8517	A	TW	250	550
SANDS POINT - LANE LODGE	95 MIDDLENECK ROAD SANDS POINT	8517	A	TW	3,500	1000
SANDS POINT - NATURE CENTER	95 MIDDLENECK ROAD SANDS POINT	8517	A	TW	2,000	280
TIFFANY	45 SANDY HILL ROAD OYSTER BAY (AT BERRY HILL RD)	8521	A	TW	3,000	550
WELWYN TENNIS COURTS/ APARTMENTS	CRESCENT BEACH ROAD	8522	A	TW	1,500	1000
Tudor House	52 Rte 106	8510	A	TW	800	275
Tudor House	52 Rte 106	8510	A	TW	800	275

ULSD DIESEL

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NASSAU COUNTY OEM 120 hour Activation Timeline:
(1 mega watt) generator located at: Nassau Community College

2 Caterpillar XQ800 (800KW) and 2 Caterpillar XQ500 (500KW) generators located at:
510 Grumman Road West Bethpage N.Y. 11714

See Pages 50 and 51 for additional generators

III) DIESEL FOR PORTABLE GENERATORS located at
296 Grumman Rd. West generators & 510 Grumman Road Morrelly Bldg.
BETHPAGE N.Y.

Not limited to the following generators:

(1) 500 KW GENERATOR 1,000 gallons
(5) 120 KW GENERATORS 70 gallons EACH TANK

All generators associated with Nassau County Facilities either stationary as listed below or mobile not listed below during non-emergencies will have a response time no longer than 24 hours. A minimum quantity of 100 gallons is set.

- (Bill to Code A) DPW PO Starts with POPW 1194 Prospect Ave Westbury NY 11590-Facilities Mgt.-Nancy Allen 572-0265
(Bill to Code B) DPW PO Starts with POPW 1194 Prospect Ave Westbury NY 11590 -Bay Park STP-Nancy Allen 572-0265
(Bill to Code C) DPW PO Starts with POPW 170 Cantiague Rock Road Hicksville NY 11801-Fleet Maint.-Mike Fasano Jr 571-6954
(Bill to Code D) DPW PO Starts with POPW 170 Cantiague Rock Road Hicksville NY 11801-Road Maint.-Pete Ladis 571-6950
(Bill to Code E) DPW PO Starts with POPW 1194 Prospect Ave Westbury NY 11590 Cedar Creek STP-Nancy Allen 572-0265
(Bill to Code F) DPW PO Starts with POPW 1194 Prospect Ave Westbury NY 11590 -Lawrence STP-Nancy Allen 572-0265
(Bill to Code G) DPW PO Starts with POPW 1194 Prospect Ave Westbury NY 11590 -Cedarhurst STP-Nancy Allen 572-0265
(Bill to Code H) CC PO Starts with POCC 100 Carman Ave East Meadow NY 11554-Correc'l Ctr-Maria Love 572-3811
(Bill to Code I) PD PO Starts with POPD 1490 Franklin Ave Mineola NY 11501-Police-Corine Van Holten 573-7171

Description	Address	Town	Type	code
Administration Building	400 County Seat Drive	Mineola	Emergency Generator	1006
1 Bay Park STP	2 Majorie Lane	East Rockaway	Dispenser	
Bay Park STP	2 Majorie Lane	East Rockaway	Generator	4502
Bay Park STP	2 Majorie Lane	East Rockaway	Generator	4502
Bay Park STP	2 Majorie Lane	East Rockaway	Generator	4502
Bay Park STP	2 Majorie Lane	East Rockaway	Sewer Main	4509
Bay Park STP	2 Majorie Lane	East Rockaway	Fire Building	4509
Bay Park STP	2 Majorie Lane	East Rockaway	Fire Building	4509
Bay Park STP	2 Majorie Lane	East Rockaway	Operations Building	4516
Cedar Creek WPCP	3340 Merrick Road	Wantagh	Building B	4602
Cedar Creek WPCP	3340 Merrick Road	Wantagh	Building B	4602
Cedar Creek WPCP	3340 Merrick Road	Wantagh	Dispenser	

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40512-05052-056**

Correctional Facility	100 Carman Avenue	East Meadow	Building E	5002	H	TW	6000
Correctional Facility	100 Carman Avenue	East Meadow	Building A	5004	H	TW	4000
Correctional Facility	100 Carman Avenue	East Meadow	Building C	5023	H	TW	4000
Correctional Facility	100 Carman Avenue	East Meadow	Generator	5003	H	TW	3000
Correctional Facility	100 Carman Avenue	East Meadow	Generator	5003	H	TW	3000
Correctional Facility	100 Carman Avenue	East Meadow	SAT Facility	5027	H	TW	2500
District Main Court	99 Main Street	Hempstead	Court Building	2004	A	MT	15000
Hempstead Garage	467 Baldwin Road	Hempstead	Generator	4085	D	TW	3700
Hempstead Garage	467 Baldwin Road	Hempstead	Dispenser	4085	C	MT	10000
Hicksville Garage	170 Cantiague Rock Rd	Hicksville	Generator	4093	D	TW	1000
Hicksville Garage	170 Cantiague Rock Rd	Hicksville	Dispenser	4093	C	MT	20000
Manhasset Garage	320 Bayview Avenue	Manhasset	Dispenser	4110	C	MT	10000
Glen Cove Garage	12 Morris Avenue	Glen Cove	Dispenser	4081	C	MT	10000
EOC	101 15th Street	Mineola	EOC Building	3003	A	TW	6000
Eisenhower Park	Hempstead Turnpike	East Meadow	Dispenser	8701	C	TW	2500
Firemens Training Center	300 Winding Road	Bethpage	Disp/Prop	6013	A	TW	6000
Firemens Training Center	300 Winding Road	Bethpage	Main Pump House	6014	A	TW	2500
Family Court Complex	1200 Old Country Rd	Mineola	Pump	2001	A	TW	1000
Family Court Complex	1200 Old Country Rd	Mineola	Power Generator	2001	A	TW	500
Inwood Community Center	270 Lawrence Avenue	N. Lawrence	Generator	7004	A	TW	4000
NCPD Marine Bureau	Sampson Avenue	East Rockaway	Dispenser	3011	I	MT	10000
NCPD 2nd Precinct	7700 Jericho Turnpike	Woodbury	Generator	3525	I	TW	1000
NCPD 3rd Precinct	214 Hillside Avenue	Williston Park	Generator	3533	I	TW	1000
NCPD 5th Precinct	1655 Dutch Broadway	Elmont	Generator	3566	I	TW	550
NCPD 6th Precinct	100 Community Drive	Manhasset	Emergency Generator	3567	I	TW	1000
NCPD 7th Precinct	3636 Merrick Road	Seaford	Generator	3577	I	TW	550
NCPD ESB/ Highway Patrol	1255 Newbridge Rd	Bellmore	Generator	3013	I	TW	750
NCPD ESB/ Highway Patrol	1255 Newbridge Rd	Bellmore	Dispenser	3013	I	TW	10000
NCPD Headquarters	1490 Franklin Avenue	Mineola	Dispenser	3001	I	TW	6000
NCPD Headquarters	1490 Franklin Avenue	Mineola	Generator	3001	I	TW	4000
NCPD Cap	970 Brush Hollow Rd	New Cassel	Emergency Generator	3005	I	TW	300
Nassau Beach	880 Lido Boulevard	Long Beach	Dispenser	8365	C	TW	1000
Nassau Community College	1 Education Drive	Garden City	Tower/ Generator	9001	A	TW	2500
Office Building	240 Old County Road	Mineola	Generator	1001	A	TW	550
Public Safety Center	1194 Prospect Avenue	Westbury	Generator	1002	A	TW	30000
Supreme Court	100 Supreme Court Dr.	Mineola	Court Building	2003	A	TW	275
Supreme Court	100 Supreme Court Dr.	Mineola	Court Building	2003	A	TW	275
Old Court House	1550 Franklin Avenue	Mineola	Emergency Generator	1005	A	TW	375
NCIT	99 Grumman Rd. West	Bethpage	Generator	3002	A	TW	2500
Harry Tappen Marina	Shore Road	Glenwood Landing	PD Marine Boats	3011	I	TW	175

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**FORMAL SEALED BID PROPOSAL
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Teddy Roosevelt Marina	Bay Ave	Oyster Bay	PD Marine Boats	3011	I	TW	175
Morrely	510 Grumman Rd west	Bethpage	Generator	1132	A	TW	1000

Police Boats at Harry Tappen Marina and Teddy Roosevelt Marina will have authorized PD personal who can call for delivery. The response time will be no longer than 24 hours:

Lieutenant Magnifico
Sargent Gaffney
Sargent Miller
Sargent Frederico
Sargent Amberman
Sargent Boyle
Officer Leek

Sands Point – Castle Gould 127 Middle Neck Road Sands Point ULS Heating Oil (MT DELIVERY

Sands Point- DPW Hempstead 127 Middle Neck Road Sands Point ULS Heating Oil (MT DELIVERY

Rockville Center – Power 110 Maple Avenue Rockville Center Dyed ULSD MT DELIVERY

Part Three Jet Fuel

Pricing:

Approx. qty.	Description	unit price	total price
35,000 gallons	Fuel Jet aviation to meet ASTM Specifications for Type A Turbine Fuel 5,000 gallons and over	\$ NO BID	\$
	Fuel Jet aviation to meet ASTM Specifications for Type A Turbine Fuel 1-4,999 gallons	\$ NO BID	\$

Delivery is to be made in two tanks located at Grumman Airport, Bethpage, N.Y.

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Additional OEM generators

<u>Equipment</u>				
<u>#</u>	<u>Make</u>	<u>Model #</u>	<u>KW</u>	<u>Location</u>
			1000	
Gen #1	Atlantic Detroit Allison	1000DSEIN	KW	NCC Shelter
Gen #2	Cummins Onan	Qsx1569	500 KW	700 Hicksville Rd
Gen #3	Atlas Copco	USA22280	121 KW	700 Hicksville Rd
Gen #4	Atlas Copco	USA021936	121 KW	700 Hicksville Rd
Gen #5	Atlas Copco	USA015639	121 KW	TOB Garage
Gen #6	Atlas Copco	USA022282	121 KW	TOB Garage
Gen #7	Atlas Copco	USA022281	121 KW	700 Hicksville Rd
Gen #8	Wacker Neuson	HE12000481	120 KW	700 Hicksville Rd
Gen #9	Cummins 1300	T7477AEM	25 KW	700 Hicksville Rd
Gen #10	Cummins 1300	T7477AEM	25 KW	700 Hicksville Rd
Gen #11	Wacker Neuson	HE13000365	120 KW	240 Old Country Rd
Gen #12	Cat Ho Penn	XQ800	800 KW	700 Hicksville Rd
Gen #13	Cat Ho Penn	XQ800	800 KW	700 Hicksville Rd
Gen #14	Cat Ho Penn	XQ500	500 KW	700 Hicksville Rd
Gen #15	Generac	MMMG130D	130 KW	700 Hicksville Rd
Gen #16	Generac	MMG130D	130 KW	700 Hicksville Rd
Gen #17	Generac	MMG130D	130 KW	700 Hicksville Rd
Gen #18	Generac	MMG175-01	175 KW	700 Hicksville Rd
Gen #19	Generac	MMG330-01	330 KW	700 Hicksville Rd
VMS #1	Solar Tech Message Sign	POHE12000402		700 Hicksville Rd
VMS #2	Solar Tech Message Sign	POHE13000327		Located 700 Hicksville Rd
VMS #3	Solar Tech Message Sign	POHE10000482		700 Hicksville Rd
VMS #4	Solar Tech Message Sign	POHE11000371		700 Hicksville Rd
VMS #5	Solar Tech Message Sign	POHE12000402		700 Hicksville Rd
VMS #6	WANCO Vari Message Sign	VTMMLGICC		700 Hicksville Rd
VMS #7	WANCO Vari Message Sign	VTMMLGICC		700 Hicksville Rd
VMS #8	WANCO Vari Message Sign	VTMMLGICC		700 Hicksville Rd
VMS #9	WANCO Vari Message Sign	VTMMLGICC		700 Hicksville Rd
VMS #10	WANCO Vari Message Sign	VTMMLGICC		700 Hicksville Rd
LT #1	Generac Light Tower	MLT4200IF4-01	20 KW	Eisenhower Park
LT #2	Generac Light Tower	MLT4200IF4-01	20 KW	700 Hicksville Rd
LT #3	Generac Light Tower	MLT4200IF4-01	20 KW	Eisenhower Park
LT #4	Generac Light Tower	MLT4200IF4-01	20 KW	700 Hicksville Rd
LT #5	Generac Light Tower	MLT4200IF4-01	20 KW	700 Hicksville Rd

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LT #6	Generac Light Tower	MLT4200IF4-01 20 KW	700 Hicksville Rd
LT #7	Generac Light Tower	MLT4200IF4-01 20 KW	700 Hicksville Rd
LT #8	Generac Light Tower	MLT4200IF4-01 20 KW	700 Hicksville Rd
	Porta Power Distro Panel	KJ051707B	NC Electricians 5/18
	Porta Power Distro Panel	KJ051707A	NC Electricians 5/18
ATV #1	John Deere Gator	4PX 4x4 Diesel 2 seat	700 Hicksville Rd
ATV #2	John Deere Gator	6X4 2 seat	700 Hicksville Rd
ATV #3	John Deere Gator	855DS4 4-seat	700 Hicksville Rd
ATV #4	John Deere Gator	855DS4 4-seat	700 Hicksville Rd
ATV #5	John Deere Gator	855DS4 4-seat	700 Hicksville Rd
ATV #6	Argo Amphibious	750HDI	700 Hicksville Rd
ATV #7	Argo Amphibious	750HDI	700 Hicksville Rd
ATV #8	Argo Amphibious	750HDI	700 Hicksville Rd
ATV #9	Argo Amphibious	750HDI	700 Hicksville Rd
ATV #10	John Deere Gator	825IS4 4-seat	700 Hicksville Rd
	Tailift Forklift	FG25PGML	700 Hicksville Rd
	HYTSU T&U Forklift	FG25T	700 Hicksville Rd
	HYTSU T&U Forklift	FG25T	700 Hicksville Rd

Additional Fuels, locations and services can be added to this purchase blanket order with written quote and amendment

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SAFETY DATA SHEET

1. Identification

Product identifier HEATING OIL

Other means of identification

SDS number 991173

CAS number 68476-30-2

Synonyms Gas oil

Recommended use Fuel.
This product is intended for use as stated. Use in other applications may result in higher exposures that may require additional controls.

Recommended restrictions -

Manufacturer/Importer/Supplier/Distributor information

Company name GLENCORE Ltd.

Address 330 Madison Avenue
New York, NY 10017, US

Telephone 1-646-949-2500

E-mail MSDS@glencore-us.com

Emergency phone number 24-Hour phone (Access code): 1-760-476-3962 (333261)
For Hazardous Materials Incident, Spill, Leak, Fire, Exposure, or Accident
Call CHEMTREC Day or Night within USA and Canada:
1-800-424-9300 CCN667779 or +1 703-527-3887 (collect calls accepted)

2. Hazard(s) identification

Physical hazards Flammable liquids Category 3

Health hazards Acute toxicity, inhalation Category 4
Skin corrosion/irritation Category 2
Carcinogenicity Category 2
Specific target organ toxicity, repeated exposure Category 2 (Bone Marrow, Liver, Thymus)
Aspiration hazard Category 1

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Flammable liquid and vapor. Harmful if inhaled. Causes skin irritation. Suspected of causing cancer. May cause damage to organs (Thymus, Liver, Bone marrow) through prolonged or repeated exposure. May be fatal if swallowed and enters airways.

Precautionary statement
Prevention

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.

Response	If exposed or concerned: Get medical advice/attention. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center/doctor if you feel unwell. If swallowed: Immediately call a poison center/doctor. Do NOT induce vomiting. In case of fire: Use foam, carbon dioxide, dry powder or water fog for extinction.
Storage	Store locked up. Keep cool. Store in a well-ventilated place.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	Not classified.
Supplemental information	None.

3. Composition/Information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Fuel oil, no. 2	Gas oil	68476-30-2	≤100

Composition comments	All concentrations are in percent by weight. Hydrogen sulfide (H ₂ S) can accumulate in the headspace of storage tanks and reach potentially hazardous concentrations. Technical specifications vary greatly depending on the product and are not reflected in this document. Consult specification sheets for technical information.
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4. First-aid measures

Inhalation	Move to fresh air. If breathing is difficult, give oxygen. Get medical attention if discomfort develops or persists. If there is any suspicion of inhalation of H ₂ S: Rescuers must wear breathing apparatus, belt and safety rope, and follow rescue procedures. Remove casualty to fresh air as quickly as possible. Immediately begin artificial respiration if breathing has ceased. Provision of oxygen may help. Obtain medical advice for further treatment.
Skin contact	Take off immediately all contaminated clothing. Wash with soap and water. If skin irritation occurs: Get medical advice/attention. In case of rashes, wounds or other skin disorders: Seek medical attention and bring along these instructions. For hot product, immediately immerse in or flush the affected area with large amounts of cold water to dissipate heat. Get medical attention immediately.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove any contact lenses, if present and easy to do, and open eyes wide apart. Get medical attention if irritation develops or persists.
Ingestion	Immediately rinse mouth and drink plenty of water or milk. Keep person under observation. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. If swallowed, seek medical advice immediately and show this container or label. Treat symptomatically. Symptoms may be delayed.
Most important symptoms/effects, acute and delayed	Irritation of eyes and mucous membranes. Dermatitis. Skin irritation. May cause redness and pain. Defatting of the skin. Ingestion may cause irritation and malaise. Aspiration may cause pulmonary edema and pneumonitis. Be aware that symptoms of chemical pneumonia (shortness of breath) may occur several hours after exposure. Cough. Shortness of breath. Wheezing. Difficulty in breathing. Prolonged exposure may cause chronic effects.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Symptoms may be delayed. Keep the affected person warm and at rest. Get prompt medical attention. Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia. Thermal burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. IF exposed or concerned: Get medical advice/attention. Keep the affected person warm and at rest. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media	Water spray, foam, dry powder or carbon dioxide.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical	The product is flammable, and heating may generate vapors which may form explosive vapor/air mixtures. Vapors may travel considerable distance to a source of ignition and flash back. Material will float and can be re-ignited on surface of water. Thermal decomposition may produce smoke, oxides of carbon and lower molecular weight organic compounds whose composition have not been characterized. Sulfur Oxides (SOx). Nitrogen Oxides (NOx).
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Move containers from fire area if you can do it without risk. Cool containers with flooding quantities of water until well after fire is out.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Stay upwind. Ventilate closed spaces before entering them. Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Do not breathe mist or vapor. Avoid contact with skin. In case of spills, beware of slippery floors and surfaces. Wear appropriate protective equipment and clothing during clean-up. Use personal protection as recommended in Section 8 of the SDS.
Methods and materials for containment and cleaning up	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep combustibles (wood, paper, oil, etc.) away from spilled material. Take precautionary measures against static discharge. Use only non-sparking tools. This material is classified as a water pollutant under the Clean Water Act and should be prevented from contaminating soil or from entering sewage and drainage systems which lead to waterways. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Remove with vacuum trucks or pump to storage/salvage vessels. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water. Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Clean surface thoroughly to remove residual contamination. Never return spills in original containers for re-use. Ensure that waste and contaminated materials are collected and removed from the work area as soon as possible in a suitably labeled container.
Environmental precautions	Inform appropriate managerial or supervisory personnel of all environmental releases. Prevent spreading over a wide area (e.g. by containment or oil barriers). Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground. Do not contaminate water. Local authorities should be advised if significant spillages cannot be contained. U.S. regulations require reporting releases of this material to the environment which exceed the reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

7. Handling and storage

Precautions for safe handling	Before entering storage tanks and commencing any operation in a confined area check the atmosphere for oxygen content and flammability. (Subject to applicability) If sulfur compounds are suspected to be present in the product, check the atmosphere for H ₂ S content. The inherent toxic and olfactory (sense of smell) fatiguing properties of hydrogen sulfide require that air monitoring alarms be used if concentrations are expected to reach harmful levels, such as in enclosed spaces, heated transport vessels and spill or leak situations. If the air concentration exceeds 10 ppm, the area should be evacuated unless respiratory protection is in use. Access to work area should be restricted to people handling the product only. Should be handled in closed systems, if possible. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not handle, store or open near an open flame, sources of heat or sources of ignition. Do not breathe mist or vapor. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Avoid splash filling. Avoid release to the environment. Wear appropriate personal protective equipment. Immediately change contaminated clothes. The product is flammable, and heating may generate vapors which may form explosive vapor/air mixtures. Take precautionary measures against static discharges. Restrict line velocity during pumping in order to avoid generation of electrostatic discharge. Partly filled containers present a greater hazard than those that are full, therefore handling, transfer and sampling activities need special care. Containers, even those that have been emptied, can contain explosive vapors. Do not cut, drill, grind, weld or perform similar operations on or near containers. Even with proper grounding and bonding, this material can still accumulate an electrostatic charge. If sufficient charge is allowed to accumulate, electrostatic discharge and ignition of flammable air-vapor mixtures can occur. Use non-sparking tools and explosion-proof equipment. Ground container and transfer equipment to eliminate static electric sparks. Vapors are heavier than air and may travel along the floor and in the bottom of containers. Be aware of potential for surfaces to become slippery. Do not eat, drink or smoke when using the product. Wash hands thoroughly after handling. Observe good industrial hygiene practices.
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Conditions for safe storage, including any incompatibilities

Follow rules for flammable liquids. Keep away from heat, sparks and open flame. Prevent electrostatic charge build-up by using common bonding and grounding techniques. Keep in a cool, well-ventilated place. Keep in an area equipped with sprinklers. Store away from incompatible materials. Keep away from food, drink and animal feeding stuffs. Containers, even those that have been emptied, can contain explosive vapors.

Ensure that all local regulations regarding handling and storage facilities are followed.

8. Exposure controls/personal protection

Occupational exposure limits

US ACGIH Threshold Limit Values

Material	Type	Value	Form
Fuel oil, no. 2 (CAS 68476-30-2)	TWA	100 mg/m3	Inhalable fraction and vapor.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Exposure guidelines

US ACGIH Threshold Limit Values: Skin designation

Fuel oil, no. 2 (CAS 68476-30-2)

Can be absorbed through the skin.

Appropriate engineering controls

Provide adequate ventilation and minimize the risk of inhalation of vapors and oil mist. The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Select controls based on a risk assessment of local circumstances. Explosion-proof general and local exhaust ventilation. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Provide easy access to water supply and eye wash facilities.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear chemical splash goggles/face shield.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Prolonged or repeated contact: Nitrile gloves (thickness of 0.38 mm and breakthrough time of > 480 minutes) are recommended. Nitrile disposable gloves with a thickness of 0.1 mm and a breakthrough time of > 120 minutes may be suitable for less prolonged exposure. For incidental contact/splash protection Neoprene or PVC gloves may also be suitable. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier. After using gloves, hands should be washed and dried thoroughly.

Skin protection

Other

Wear appropriate chemical resistant clothing. Anti-static and flame-retardant protective clothing is recommended.

Respiratory protection

In case of inadequate ventilation or risk of inhalation of oil mist, suitable respiratory equipment with particulate filter and organic vapor cartridges can be used. Wear air-supplied mask in confined areas. Check with respiratory protective equipment suppliers.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Private clothes and working clothes should be kept separately. Handle in accordance with good industrial hygiene and safety practice. Observe any medical surveillance requirements.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Oily liquid.

Color

Naturally Pale Yellow to Amber - may contain a color dye.

Odor

Hydrocarbon-like.

Odor threshold

Not available.

pH

Not applicable.

Melting point/freezing point

Not available.

Initial boiling point and boiling range

356 - 716 °F (180 - 380 °C)

HEATING OIL

Flash point	> 130.0 °F (> 54.4 °C) Pensky-Martens Closed Cup
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	0.82 - 0.88 (60°F/15.6°C)
Solubility(ies)	
Solubility (water)	Insoluble.
Partition coefficient (n-octanol/water)	> 3 (Log Kow)
Auto-ignition temperature	494 °F (256.67 °C)
Decomposition temperature	Not available.
Viscosity	1.9 - 6 cSt (104 °F/ 40 °C) (kinematic)
Other information	
Bulk density	Not applicable.
Explosive properties	Not explosive.
Flammability	Flammable liquid and vapor.
Oxidizing properties	Not oxidizing.
Percent volatile	Not available.
Pour point	Zero to - 25 °F (-18 to -4 °C) Max
VOC	Not available.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable at normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur. No hazardous reaction is expected when handled and stored according to provisions.
Conditions to avoid	Avoid heat, sparks, open flames and other ignition sources. Avoid temperatures exceeding the flash point. Contact with incompatible materials.
Incompatible materials	Strong acids. Strong oxidizing agents.
Hazardous decomposition products	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Harmful if inhaled. May cause damage to organs through prolonged or repeated exposure by inhalation. Breathing of high concentrations may cause dizziness, light-headedness, headache, nausea and loss of coordination. Continued inhalation may result in unconsciousness.
Skin contact	Causes skin irritation. Repeated exposure may cause skin dryness or cracking. May be absorbed through the skin.
Eye contact	May cause eye irritation on direct contact.
Ingestion	Ingestion may cause irritation and malaise. Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.
Symptoms related to the physical, chemical and toxicological characteristics	Irritation of eyes and mucous membranes. Dermatitis. Skin irritation. May cause redness and pain. Defatting of the skin. Ingestion may cause irritation and malaise. Aspiration may cause pulmonary edema and pneumonitis. Be aware that symptoms of chemical pneumonia (shortness of breath) may occur several hours after exposure. Cough. Shortness of breath. Wheezing. Difficulty in breathing. Prolonged exposure may cause chronic effects.

Information on toxicological effects

Acute toxicity

May be fatal if swallowed and enters airways. Harmful if inhaled. Breathing of high concentrations may cause dizziness, light-headedness, headache, nausea and loss of coordination. Continued inhalation may result in unconsciousness. May irritate and cause stomach pain, vomiting, diarrhea and nausea. Hydrogen sulfide, a highly toxic gas, may be present. Signs and symptoms of overexposure to hydrogen sulfide include respiratory and eye irritation, dizziness, nausea, coughing, a sensation of dryness and pain in the nose, and loss of consciousness. Odor does not provide a reliable indicator of the presence of hazardous levels in the atmosphere.

Product**Species****Test Results**

Fuel oil, no. 2 (CAS 68476-30-2)

Acute**Dermal**

LD50

Rabbit

> 5000 mg/kg

Inhalation

LC50

Rat

> 4100 mg/m³, 4 Hours

Oral

LD50

Rat

> 2000 mg/kg

Skin corrosion/irritation

Causes skin irritation.

Serious eye damage/eye irritation

May cause eye irritation on direct contact.

Respiratory or skin sensitization**Respiratory sensitization**

Not classified.

Skin sensitization

Not a skin sensitizer.

Germ cell mutagenicity

Test data conclusive but not sufficient for classification.

Carcinogenicity

Suspect cancer hazard.

IARC Monographs. Overall Evaluation of Carcinogenicity

Fuel oil, no. 2 (CAS 68476-30-2)

3 Not classifiable as to carcinogenicity to humans.

NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Reproductive toxicity

Test data conclusive but not sufficient for classification.

Specific target organ toxicity - single exposure

Test data conclusive but not sufficient for classification.

Specific target organ toxicity - repeated exposure

May cause damage to organs (Thymus, Liver, Bone marrow) through prolonged or repeated exposure.

Aspiration hazard

May be fatal if swallowed and enters airways.

Chronic effects

Prolonged or repeated contact with skin may cause redness, itching, irritation, eczema/chapping and oil acne. May cause damage to organs through prolonged or repeated exposure.

Further information

Occupational exposure to the substance or mixture may cause adverse effects.

12. Ecological information**Ecotoxicity**

Toxic to aquatic life with long lasting effects.

Product**Species****Test Results**

Fuel oil, no. 2 (CAS 68476-30-2)

Aquatic

Algae

EL50

Freshwater algae

22 mg/l, 72 Hours

Crustacea

EL50

Daphnia

68 mg/l, 48 Hours

Fish

LL50

Freshwater fish

21 mg/l, 96 Hours

Persistence and degradability

The degradability of the product has not been stated. The product meets the definition of the International Oil Pollution Compensation (IOPC) Fund as being a "persistent" oil.

Bioaccumulative potential

Has the potential to bioaccumulate.

Partition coefficient n-octanol / water (log Kow)

> 3 (Log Kow)

Mobility in soil

Based on the calculation model the product has a potential of being absorbed in the soil.

Mobility in general	The product is insoluble in water and will spread on water surfaces. The product is a volatile substance, which may spread in the atmosphere.
Other adverse effects	The product is a volatile organic compound which has a photochemical ozone creation potential. Oil spills are generally hazardous to the environment.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. This material and/or its container must be disposed of as hazardous waste. Dispose in accordance with all applicable regulations.
Hazardous waste code	D001 The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). Follow all applicable MARPOL requirements for disposal of waste, when transporting materials by vessel.
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1202
UN proper shipping name	HEATING OIL, LIGHT
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Label(s)	3
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	144, B1, IB3, T2, TP1
Packaging exceptions	150
Packaging non bulk	203
Packaging bulk	242

IATA

UN number	UN1202
UN proper shipping name	HEATING OIL, LIGHT
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	III
Environmental hazards	Yes
ERG Code	3L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1202
UN proper shipping name	HEATING OIL, LIGHT
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	Yes
EmS	F-E, S-E
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable. However, this product is a liquid and if transported in bulk covered under MARPOL 73/78, Annex I.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

Classified hazard categories	Flammable (gases, aerosols, liquids, or solids) Acute toxicity (any route of exposure) Skin corrosion or irritation Carcinogenicity Specific target organ toxicity (single or repeated exposure) Aspiration hazard
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SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Fuel oil, no. 2 (CAS 68476-30-2)

US. Pennsylvania Worker and Community Right-to-Know Law

Fuel oil, no. 2 (CAS 68476-30-2)

US. Rhode Island RTK

Not regulated.

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

Fuel oil, no. 2 (CAS 68476-30-2)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	11-March-2011
Revision date	19-January-2018
Version #	03
List of abbreviations	<p>OSHA: Occupational Safety and Health Administration. PEL: Permissible Exposure Limit. STEL: Short term exposure limit. TWA: Time weighted average. ACGIH: American Conference of Industrial Hygienists. NIOSH: National Institute for Occupational Safety and Health. IARC: International Agency for Research on Cancer. NTP: National Toxicology Program. LD50: Lethal Dose, 50%. LC50: Lethal Concentration, 50%. LL50: Lethal level, 50%. EL50: Effective level, 50%. DOT: Department of Transportation. IATA: International Air Transport Association. IMDG: International Maritime Dangerous Goods. CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act.</p>
References	<p>IUCLID HSDB® - Hazardous Substances Data Bank Registry of Toxic Effects of Chemical Substances (RTECS) IARC Monographs. Overall Evaluation of Carcinogenicity (Volumes 1-106) ACGIH NIOSH Pocket Guide</p>
Disclaimer	<p>This data sheet and the health, safety and environmental information is considered to be accurate as of the date specified below. We have reviewed any information contained therein which we received from sources outside Glencore Ltd. However, no warranty or representation, express or implied is made as to the accuracy or completeness of the data and information contained in this data sheet. Health and safety precautions and environmental advice noted in this data sheet may not be accurate for all individuals and/or situations. It is the user's obligation to evaluate and use this product safely and to comply with all applicable laws and regulations. No statement made in this data sheet shall be construed as a permission, recommendation or authorization given or implied to practice any patented invention without a valid license. Glencore Ltd. shall not be responsible for any damage or injury resulting from abnormal use of the material, from any failure to adhere to recommendations, or from any hazards inherent in the nature of the material.</p>

SAFETY DATA SHEET

1. Identification

Product identifier DIESEL

Other means of identification

SDS number 991084

CAS number 68476-34-6

Synonyms Ultra Low Sulfur Diesel, Low Sulfur Diesel, California Diesel

Recommended use Fuel.
This product is intended for use as stated. Use in other applications may result in higher exposures that may require additional controls.

Recommended restrictions -

Manufacturer/Importer/Supplier/Distributor information

Company name GLENCORE Ltd.

Address 330 Madison Avenue
New York, NY 10017, US

Telephone 1-646-949-2500

E-mail MSDS@glencore-us.com

Emergency phone number 24-Hour phone (Access code): 1-760-476-3962 (333261)
For Hazardous Materials Incident, Spill, Leak, Fire, Exposure, or Accident
Call CHEMTREC Day or Night within USA and Canada:
1-800-424-9300 CCN667779 or +1 703-527-3887 (collect calls accepted)

2. Hazard(s) identification

Physical hazards Flammable liquids Category 3

Health hazards Acute toxicity, inhalation Category 4
Skin corrosion/irritation Category 2
Carcinogenicity Category 2
Specific target organ toxicity, repeated exposure Category 2 (Bone marrow, Liver, Thymus)
Aspiration hazard Category 1

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Flammable liquid and vapor. Harmful if inhaled. Causes skin irritation. Suspected of causing cancer. May cause damage to organs (Bone marrow, Liver, Thymus) through prolonged or repeated exposure. May be fatal if swallowed and enters airways.

Precautionary statement

Prevention

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.

Response	If exposed or concerned: Get medical advice/attention. If swallowed: Immediately call a poison center/doctor. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. Wash contaminated clothing before reuse. If inhaled: If breathing is difficult, remove person to fresh air and keep comfortable for breathing. Get medical advice/attention if you feel unwell. In case of fire: Use foam, carbon dioxide, dry powder or water fog for extinction.
Storage	Store locked up. Store in a well-ventilated place. Keep cool.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	Not classified.
Supplemental information	None.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Fuels, diesel, no. 2	Ultra Low Sulfur Diesel, Low Sulfur Diesel, California Diesel	68476-34-6	≤100

Composition comments	All concentrations are in percent by weight. Hydrogen sulfide (H ₂ S) can accumulate in the headspace of storage tanks and reach potentially hazardous concentrations. Technical specifications vary greatly depending on the product and are not reflected in this document. Consult specification sheets for technical information.
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4. First-aid measures

Inhalation	Move to fresh air. If breathing is difficult, give oxygen. Get medical attention if discomfort develops or persists. If there is any suspicion of inhalation of H ₂ S: Rescuers must wear breathing apparatus, belt and safety rope, and follow rescue procedures. Remove casualty to fresh air as quickly as possible. Immediately begin artificial respiration if breathing has ceased. Provision of oxygen may help. Obtain medical advice for further treatment.
Skin contact	Remove contaminated clothing. Wash with soap and water. If skin irritation occurs: Get medical advice/attention. In case of rashes, wounds or other skin disorders: Seek medical attention and bring along these instructions. For hot product, immediately immerse in or flush the affected area with large amounts of cold water to dissipate heat. Get medical attention immediately.
Eye contact	Flush eyes thoroughly with water for at least 15 minutes. Remove any contact lenses, if present and easy to do, and open eyes wide apart. Get medical attention if irritation develops or persists.
Ingestion	Immediately rinse mouth and drink plenty of water or milk. Keep person under observation. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Seek immediate medical attention.
Most important symptoms/effects, acute and delayed	Irritation of eyes and mucous membranes. Dermatitis. Skin irritation. May cause redness and pain. Defatting of the skin. Ingestion may cause irritation and malaise. Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia. Be aware that symptoms of chemical pneumonia (shortness of breath) may occur several hours after exposure. Prolonged exposure may cause chronic effects.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep the affected person warm and at rest. Symptoms may be delayed. Thermal burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. IF exposed or concerned: Get medical advice/attention. Keep the affected person warm and at rest. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media	Water spray, foam, dry powder or carbon dioxide.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	The product is flammable, and heating may generate vapors which may form explosive vapor/air mixtures. Material will float and can be re-ignited on surface of water. Thermal decomposition may produce smoke, oxides of carbon and lower molecular weight organic compounds whose composition have not been characterized. Sulfur Oxides (SO _x). Nitrogen Oxides (NO _x).

Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Move containers from fire area if you can do it without risk. Cool containers with flooding quantities of water until well after fire is out.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Stay upwind. Ventilate closed spaces before entering them. Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). In case of spills, beware of slippery floors and surfaces. Do not breathe mist or vapor. Avoid contact with skin. Wear suitable protective clothing, gloves and eye/face protection. Use personal protection as recommended in Section 8 of the SDS.
Methods and materials for containment and cleaning up	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep combustibles (wood, paper, oil, etc.) away from spilled material. Take precautionary measures against static discharge. Use only non-sparking tools. This material is classified as a water pollutant under the Clean Water Act and should be prevented from contaminating soil or from entering sewage and drainage systems which lead to waterways. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Remove with vacuum trucks or pump to storage/salvage vessels. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water. Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Clean surface thoroughly to remove residual contamination.
Environmental precautions	Never return spills in original containers for re-use. Ensure that waste and contaminated materials are collected and removed from the work area as soon as possible in a suitably labeled container. Prevent spreading over a wide area (e.g. by containment or oil barriers). Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground. Do not contaminate water. Inform appropriate managerial or supervisory personnel of all environmental releases. Contact local authorities in case of spillage to drain/aquatic environment. U.S. regulations require reporting releases of this material to the environment which exceed the reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

7. Handling and storage

Precautions for safe handling	Before entering storage tanks and commencing any operation in a confined area check the atmosphere for oxygen content and flammability. (Subject to applicability) If sulfur compounds are suspected to be present in the product, check the atmosphere for H ₂ S content. The inherent toxic and olfactory (sense of smell) fatiguing properties of hydrogen sulfide require that air monitoring alarms be used if concentrations are expected to reach harmful levels, such as in enclosed spaces, heated transport vessels and spill or leak situations. If the air concentration exceeds 10 ppm, the area should be evacuated unless respiratory protection is in use. Access to work area should be restricted to people handling the product only. Should be handled in closed systems, if possible. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe mist or vapor. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Avoid splash filling. Wear appropriate personal protective equipment. Immediately change contaminated clothes. The product is flammable, and heating may generate vapors which may form explosive vapor/air mixtures. Take precautionary measures against static discharges. Restrict line velocity during pumping in order to avoid generation of electrostatic discharge. Partly filled containers present a greater hazard than those that are full, therefore handling, transfer and sampling activities need special care. Containers, even those that have been emptied, can contain explosive vapors. Do not cut, drill, grind, weld or perform similar operations on or near containers. Even with proper grounding and bonding, this material can still accumulate an electrostatic charge. If sufficient charge is allowed to accumulate, electrostatic discharge and ignition of flammable air-vapor mixtures can occur. Use non-sparking tools and explosion-proof equipment. Ground container and transfer equipment to eliminate static electric sparks. Vapors are heavier than air and may travel along the floor and in the bottom of containers. Vapors may be ignited by a spark, a hot surface or an ember. Be aware of potential for surfaces to become slippery. Do not eat, drink or smoke when using the product. Wash hands thoroughly after handling. Observe good industrial hygiene practices. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Follow rules for flammable liquids. Keep away from heat, sparks and open flame. Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in a well-ventilated place. Keep in an area equipped with sprinklers. Store away from incompatible materials (see Section 10 of the SDS). Keep away from food, drink and animal feeding stuffs. Containers, even those that have been emptied, can contain explosive vapors.

Ensure that all local regulations regarding handling and storage facilities are followed.

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Material	Type	Value	Form
Fuels, diesel, no. 2 (CAS 68476-34-6)	TWA	100 mg/m3	Inhalable fraction and vapor.

Biological limit values No biological exposure limits noted for the ingredient(s).

Exposure guidelines Follow standard monitoring procedures.

US ACGIH Threshold Limit Values: Skin designation

Fuels, diesel, no. 2 (CAS 68476-34-6)

Can be absorbed through the skin.

Appropriate engineering controls In addition to occupational exposure limits for this product it is recommended that the above mentioned standards are followed. The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Select controls based on a risk assessment of local circumstances. Explosion-proof general and local exhaust ventilation. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear chemical splash goggles/face shield.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Prolonged or repeated contact: Nitrile gloves (thickness of 0.38 mm and breakthrough time of > 480 minutes) are recommended. Nitrile disposable gloves with a thickness of 0.1 mm and a breakthrough time of > 120 minutes may be suitable for less prolonged exposure. For incidental contact/splash protection Neoprene or PVC gloves may also be suitable. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier. After using gloves, hands should be washed and dried thoroughly.

Skin protection

Other

Wear appropriate chemical resistant clothing. Anti-static and flame-retardant protective clothing is recommended. Always keep contaminated work clothing away from uncontaminated work clothing and uncontaminated personal clothes.

Respiratory protection

In case of inadequate ventilation or risk of inhalation of oil mist, suitable respiratory equipment with particulate filter and organic vapor cartridges can be used. Wear air-supplied mask in confined areas. Check with respiratory protective equipment suppliers.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Private clothes and working clothes should be kept separately. Handle in accordance with good industrial hygiene and safety practice. Observe any medical surveillance requirements.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Oily liquid.

Color Naturally Pale Yellow to Amber - may contain a color dye.

Odor Characteristic.

Odor threshold Not available.

pH Not available.

Melting point/freezing point Not available.

Initial boiling point and boiling range 338 - 789.8 °F (170 - 421 °C)

Flash point 130.1 °F (54.5 °C) Pensky-Martens Closed Cup min

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	0.6 %
Flammability limit - upper (%)	7.5 %
Vapor pressure	< 5 kPa (68°F/20°C)
Vapor density	> 1 (Air=1)
Relative density	0.82 - 0.875 (60°F/15.6°C)
Solubility(ies)	
Solubility (water)	Insoluble (in water).
Partition coefficient (n-octanol/water)	3.9 - 6 (Log Kow)
Auto-ignition temperature	437 - 494.6 °F (225 - 257 °C)
Decomposition temperature	Not available.
Viscosity	1.7 - 6 cSt (kinematic) (104°F/40°C)
Other information	
Bulk density	Not applicable.
Explosive properties	Vapors may form explosive mixture with air.
Flammability	Flammable liquid and vapor.
Kinematic viscosity	>= 1.5 mm ² /s (104 °F (40 °C))
Oxidizing properties	Not oxidizing.
Percent volatile	100 %
Pour point	5 - 26.6 °F (-15 - -3 °C)

10. Stability and reactivity

Reactivity	The product is non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable at normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur. No hazardous reaction is expected when handled and stored according to provisions.
Conditions to avoid	Avoid heat, sparks, open flames and other ignition sources. Avoid temperatures exceeding the flash point. Contact with incompatible materials.
Incompatible materials	Strong acids. Strong oxidizing agents.
Hazardous decomposition products	Thermal decomposition or combustion may liberate carbon oxides and other toxic gases or vapors.

11. Toxicological information**Information on likely routes of exposure**

Inhalation	Harmful if inhaled. Breathing of high concentrations may cause dizziness, light-headedness, headache, nausea and loss of coordination. Continued inhalation may result in unconsciousness.
Skin contact	Causes skin irritation. Repeated exposure may cause skin dryness or cracking. May be absorbed through the skin.
Eye contact	May cause eye irritation on direct contact.
Ingestion	Ingestion may cause irritation and malaise. Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.
Symptoms related to the physical, chemical and toxicological characteristics	Irritation of eyes and mucous membranes. Dermatitis. Skin irritation. May cause redness and pain. Defatting of the skin. Ingestion may cause irritation and malaise. Aspiration may cause pulmonary edema and pneumonitis. Be aware that symptoms of chemical pneumonia (shortness of breath) may occur several hours after exposure. Prolonged exposure may cause chronic effects.

Information on toxicological effects

Acute toxicity	Harmful if inhaled. May be fatal if swallowed and enters airways. Breathing of high concentrations may cause dizziness, light-headedness, headache, nausea and loss of coordination. Continued inhalation may result in unconsciousness. May irritate and cause stomach pain, vomiting, diarrhea and nausea.
----------------	--

Product	Species	Test Results
Fuels, diesel, no. 2 (CAS 68476-34-6)		
Acute		
Dermal		
LD50	Rabbit	> 5000 mg/kg
Inhalation		
LC50	Rat	> 4100 mg/m3, 4 Hours
Oral		
LD50	Rat	> 2000 mg/kg
Skin corrosion/irritation	Causes skin irritation.	
Serious eye damage/eye irritation	May cause eye irritation on direct contact.	
Respiratory or skin sensitization		
Respiratory sensitization	Not classified.	
Skin sensitization	Not a skin sensitizer.	
Germ cell mutagenicity	Test data conclusive but not sufficient for classification.	
Carcinogenicity	Suspected of causing cancer.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Fuels, diesel, no. 2 (CAS 68476-34-6)	3 Not classifiable as to carcinogenicity to humans.	
NTP Report on Carcinogens		
Not listed.		
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)		
Not regulated.		
Reproductive toxicity	Test data conclusive but not sufficient for classification.	
Specific target organ toxicity - single exposure	Test data conclusive but not sufficient for classification.	
Specific target organ toxicity - repeated exposure	May cause damage to organs (Bone marrow, Liver, Thymus) through prolonged or repeated exposure.	
Aspiration hazard	May be fatal if swallowed and enters airways.	
Chronic effects	Prolonged or repeated contact with skin may cause redness, itching, irritation, eczema/chapping and oil acne. Prolonged exposure may cause chronic effects.	
Further information	Occupational exposure to the substance or mixture may cause adverse effects.	

12. Ecological information

Ecotoxicity	Toxic to aquatic life with long lasting effects.		
Product	Species		Test Results
Fuels, diesel, no. 2 (CAS 68476-34-6)			
Aquatic			
Algae	EL50	Freshwater algae	22 mg/l, 72 Hours
Crustacea	EL50	Daphnia	68 mg/l, 48 Hours
Fish	LL50	Freshwater fish	21 mg/l, 96 Hours
Persistence and degradability	The degradability of the product has not been stated. The product meets the definition of the International Oil Pollution Compensation (IOPC) Fund as being a "non-persistent" oil.		
Bioaccumulative potential	Potential to bioaccumulate is low.		
Partition coefficient n-octanol / water (log Kow)			
3.9 - 6 (Log Kow)			
Mobility in soil	Based on the calculation model the product has a low potential of being absorbed in the soil.		
Mobility in general	The product is insoluble in water. It will spread on the water surface while some of the components will eventually sediment in water systems. The product is a volatile substance, which may spread in the atmosphere.		
Other adverse effects	Oil spills are generally hazardous to the environment. The product is a volatile organic compound which has a photochemical ozone creation potential.		

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. This material and/or its container must be disposed of as hazardous waste. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose of in accordance with local regulations.
Hazardous waste code	D001 The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). Follow all applicable MARPOL requirements for disposal of waste, when transporting materials by vessel.
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1202
UN proper shipping name	DIESEL FUEL
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Label(s)	3
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	144, B1, IB3, T2, TP1
Packaging exceptions	150
Packaging non bulk	203
Packaging bulk	242

IATA

UN number	UN1202
UN proper shipping name	DIESEL FUEL
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	III
Environmental hazards	Yes
ERG Code	3L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1202
UN proper shipping name	DIESEL FUEL
Transport hazard class(es)	
Class	3
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	Yes
EmS	F-E, S-E
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable. However, this product is a liquid and if transported in bulk covered under MARPOL 73/78, Annex I.

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories Flammable (gases, aerosols, liquids, or solids)
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Carcinogenicity
Specific target organ toxicity (single or repeated exposure)
Aspiration hazard

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Fuels, diesel, no. 2 (CAS 68476-34-6)

US. Pennsylvania Worker and Community Right-to-Know Law

Fuels, diesel, no. 2 (CAS 68476-34-6)

US. Rhode Island RTK

Not regulated.

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

Fuels, diesel, no. 2 (CAS 68476-34-6)

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	15-April-2011
Revision date	16-November-2017
Version #	03
List of abbreviations	<p>OSHA: Occupational Safety and Health Administration. ACGIH: American Conference of Industrial Hygienists. LC50: Lethal Concentration, 50%. LD50: Lethal Dose, 50%. EL50: Effective level, 50%. LL50: Lethal level, 50%. IARC: International Agency for Research on Cancer. DOT: Department of Transportation. IATA: International Air Transport Association. IMDG: International Maritime Dangerous Goods. CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act. RTK: Right to know.</p>
References	<p>IUCLID HSDB® - Hazardous Substances Data Bank Registry of Toxic Effects of Chemical Substances (RTECS) IARC Monographs. Overall Evaluation of Carcinogenicity ACGIH NIOSH Pocket Guide</p>
Disclaimer	<p>This data sheet and the health, safety and environmental information is considered to be accurate as of the date specified below. We have reviewed any information contained therein which we received from sources outside Glencore Ltd. However, no warranty or representation, express or implied is made as to the accuracy or completeness of the data and information contained in this data sheet. Health and safety precautions and environmental advice noted in this data sheet may not be accurate for all individuals and/or situations. It is the user's obligation to evaluate and use this product safely and to comply with all applicable laws and regulations. No statement made in this data sheet shall be construed as a permission, recommendation or authorization given or implied to practice any patented invention without a valid license. Glencore Ltd. shall not be responsible for any damage or injury resulting from abnormal use of the material, from any failure to adhere to recommendations, or from any hazards inherent in the nature of the material.</p>



500 Kingsland Avenue
Brooklyn, NY 11222

PHONE **718 383 1400**
FAX **718 383 6586**

Political Contributions

Madeline Singas – District Attorney

6/15/2016	\$2500.00
12/15/2017	\$10,000.00
10/24/2019	\$5,000.00

Laura Curran – County Executive

1/14/2019	\$5000.00
7/10/2020	\$2500.00
3/19/2021	\$10,000.00

Bruce Blakeman – County Executive

7/6/2021	\$2500.00
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "UNITED METRO ENERGY CORP.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 2013, AT 7:03 O'CLOCK P.M.

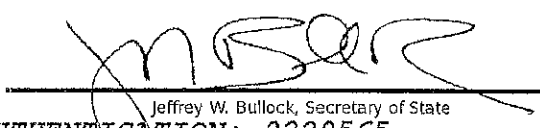
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



5291885 8100

130201781

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0229565

DATE: 02-21-13

CERTIFICATE OF INCORPORATION
OF
UNITED METRO ENERGY CORP.

The undersigned, for the purposes of forming a corporation under the laws of the State of Delaware, does make, file and record this Certificate of Incorporation, and does hereby certify as follows:

FIRST: The name of the corporation is United Metro Energy Corp. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law, as amended from time to time (the "DGCL").

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 5,000, of which 4,000 shares shall be Common Stock of the par value of \$.0001 per share and 1,000 shares shall be Preferred Stock of the par value of \$.0001 per share.

A. Preferred Stock. The Board of Directors is expressly granted authority to issue shares of the Preferred Stock, in one or more series, and to fix for each such series such voting powers, full or limited, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such series (a "Preferred Stock Designation") and as may be permitted by the DGCL. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

B. Common Stock. Except as otherwise required by law or as otherwise provided in any Preferred Stock Designation, the holders of the Common Stock shall exclusively possess all voting power and each share of Common Stock shall have one vote.

FIFTH: The name and mailing address of the sole incorporator of the Corporation are as follows:

Name: Martin R. Bring
Address: c/o Ellenoff Grossman & Schole LLP
150 East 42nd Street
New York, New York 10017

SIXTH: The name and mailing address of the person who is to serve as the initial director of the Corporation pursuant to the terms set forth herein are as follows:

Name: John A. Catsimatidis
Address: 823 Eleventh Avenue
New York, New York 10019

SEVENTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. Election of directors need not be by ballot unless the by-laws of the Corporation so provide.

B. The Board of Directors shall have the power, without the assent or vote of the stockholders, to make, alter, amend, change, add to or repeal the by-laws of the Corporation.

C. The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and binding upon the Corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the Corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interests, or for any other reason.

D. In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this Certificate of Incorporation, and to any by-laws from time to time made by the stockholders; provided, however, that no by-law so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

EIGHTH: A. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this paragraph A by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation with respect to events occurring prior to the time of such repeal or modification.

B. The Corporation, to the full extent permitted by Section 145 of the DGCL, as amended from time to time, shall indemnify all persons whom it may indemnify pursuant thereto. Expenses (including attorneys' fees) incurred by an officer or director in

defending any civil, criminal, administrative, or investigative action, suit or proceeding for which such officer or director may be entitled to indemnification hereunder shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized hereby.

NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

TENTH: The Corporation hereby elects not to be governed by Section 203 of the DGCL.

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate of Incorporation this 20th day of February, 2013.

/s/ Martin R. Bring
Name: Martin R. Bring
Sole Incorporator



New York State Department of
Taxation and Finance
Sales Tax Registration
W A Hartman Campus
Albany NY 12227

1304434831800-AP00



UNITED METRO ENERGY CORP
500 KINGSLAND AVE
BROOKLYN NY 11222-1925

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

46-2112871

(Use this number on all returns and correspondence)



VALIDATED

4/19/2013

**Dept of Tax
and Finance**

UNITED METRO ENERGY CORP
500 KINGSLAND AVE
BROOKLYN NY 11222-1925

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098

1088 - 1102200 P0000062-01

Photographs - copyright of NYB Empire State Development

DTF-17-A (3/10)



New York State
Department of Taxation and Finance
Albany NY 12227

No. D-462112871
Date: March 11, 2013

Distributor of Diesel Motor Fuel Registration Certificate

This Certifies That
UNITED METRO ENERGY CORP.

**823 11TH AVENUE
NEW YORK, NY 10019**

has applied under the provisions of Article 12-A of the Tax Law and is duly registered as a distributor of diesel motor fuel and may import or cause to be imported, produce, refine, manufacture, compound, blend, and sell diesel motor fuel pursuant to the provisions of said statute.

A violation of any provision of Articles 12-A or 28 of the Tax Law, or of any applicable requirement, rule, or regulation of the Department of Taxation and Finance made pursuant to Articles 12-A or 28 of the Tax Law, or any grounds specified in section 283 of the Tax Law, shall constitute sufficient cause for the suspension or cancellation of this registration.

This registration is not transferable and shall remain in force until canceled, revoked, suspended, or terminated.

Thomas H. Mattox, Commissioner
Commissioner of Taxation and Finance

This registration must be prominently displayed in your place of business listed above. Change of name or address of individual, partnership, or corporation, and change of officers or directors, or their addresses, must immediately be reported to the Commissioner of Taxation and Finance. See other side.



New York State
Department of Taxation and Finance
Albany NY 12227

No. M-462112871
Date: March 11, 2013

Distributor of Motor Fuel
This Certifies That
UNITED METRO ENERGY CORP.

**823 11TH AVENUE
NEW YORK, NY 10019**

is duly registered as a distributor of motor fuel pursuant to the provisions of Article 12-A of the New York State Tax Law.

A violation of any provision of Articles 12-A of the Tax Law or of any requirement, rule, or regulation of the Department of Taxation and Finance made pursuant to Article 12-A of the Tax Law, or the existence of any grounds listed in section 283.4 or 283.5 of the Tax Law, shall constitute sufficient cause for cancellation or suspension of this license.

This registration may not be transferred without the prior written approval of the Department of Taxation and Finance and shall remain in force until canceled or suspended. Any change in partners, officers, or directors, must be immediately reported to the Tax Department.

Thomas H. Mattox, Commissioner
Commissioner of Taxation and Finance



New York State
Department of Taxation and Finance
Albany NY 12227

No. T-462112871
Date: March 11, 2013

License as a Terminal Operator

This Certifies That
UNITED METRO ENERGY CORP.

823 11TH AVENUE
NEW YORK, NY 10019

is duly licensed as a terminal operator pursuant to the provisions of Article 12-A of the New York State Tax Law.

A violation of any provision of Articles 12-A of the Tax Law or of any requirement, rule, or regulation of the Department of Taxation and Finance made pursuant to Article 12-A of the Tax Law, or the existence of any grounds listed in section 285-b of the Tax Law, shall constitute sufficient cause for cancellation or suspension of this license.

This license may not be transferred without the prior written approval of the Department of Taxation and Finance and shall remain in force until canceled, suspended, or terminated. Any change of address of licensee, or change of partners, officers, or directors, or their addresses, must be immediately reported to the Tax Department.

Thomas H. Mattox, Commissioner
Commissioner of Taxation and Finance

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

UNITED METRO ENERGY CORPORATION
500 KINGSLAND AVENUE
BROOKLYN, NY 11222

SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE COMPANY
P.O. BOX 5550
SYRACUSE, NY 13220

Mailing Address for Notices

Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

COUNTY OF NASSAU
1 WEST STREET
MINEOLA, NY 11501

BOND AMOUNT: \$350,000.00

Three Hundred Fifty Thousand Dollars And Zero Cents

PROJECT:

(Name, location or address, and Project number, if any)


NO. 2 HEATING OIL and DIESEL and JET FUEL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of APRIL, 2022.

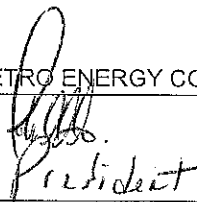


(Witness)

UNITED METRO ENERGY CORPORATION

(Principal)

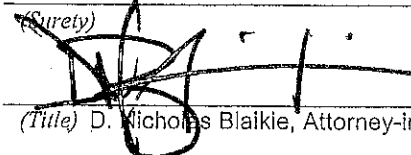
(Seal)



(Title)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)



(Title) D. Nicholas Blaikie, Attorney-in-fact

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }

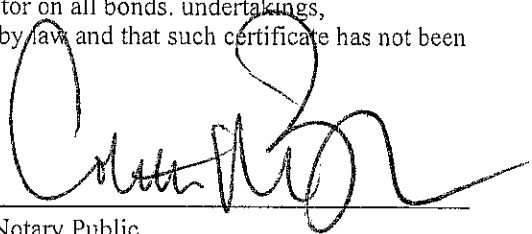
COUNTY OF New York }

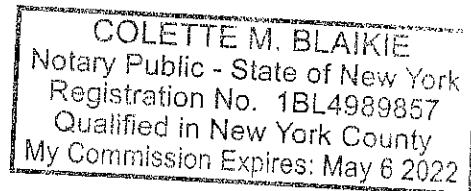
On the 20th day of April^{SS:} in year 2022 before me personally came

D. Nicholas Blaikie to me known, who being by me duly sworn, did depose and say that he/she resides at One Battery Park Plaza, New York, N.Y. 10004 that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation described in and which executed the above instrument; that he/she knows the corporate seal of said corporation, that the seal affixed to such instrument is such corporate seal: that it was so affixed by order of the Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter 28 of the Consolidated Laws of the State of New York, known as the Insurance Law, issued to

Liberty Mutual Insurance Company

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been evoked.

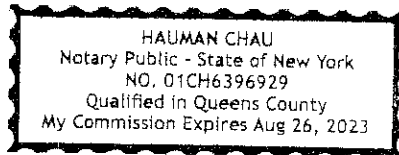

Notary Public



CORPORATION ACKNOWLEDGMENT

State of NEW YORK
County of KINGS

On this 26TH day of APRIL, 2022, before me personally came appeared JOHN MCCONVILLE with whom I am personally acquainted, who, being by me duly sworn, did depose and say: JACKSON NJ 08527
That he/she resides at 634 WINTERBERRY BLVD. that he/she is the PRESIDENT of United Metro Energy Corporation the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal thereto affixed is such corporate seal; that it is so affixed by order of the Board of Directors, and that he/she signed his/her name thereto by like order.



[Signature]
Notary Public
County



500 Kingsland Avenue
Brooklyn, NY 11222

PHONE **718 383 1400**
FAX **718 383 6586**

April 25, 2022

County of Nassau
Office of Purchasing
1 West Street, North Entrance
Mineola, NY 11501
Attn: Timothy Funaro

Re: Bid No. 40512-05052-056
No. 2 Heating Oil and Diesel and Jet Fuel

Dear Mr. Funaro:

Please accept the following submission on behalf of United Metro Energy Corporation (United Metro).

1. Date of Formation: February 20, 2013 (see attached incorporation documents)
2. State of Incorporation: Delaware
3. Number of employees: 124
4. Annual revenue \$850 million +
5. United Refining, Inc. owns 100% of the capital stock of United Metro. John A. Catsimatidis is the sole beneficial owner of United Refining, Inc. The business address of United Refining, Inc. and John A. Catsimatidis is 800 Third Avenue, 5th Floor, New York, NY 10022.

John McConville, President	500 Kingsland Ave, Brooklyn, NY 11222
Robert A. Zorn, Executive VP	800 Third Ave, New York, NY 10022
George Venizelos, Executive VP	800 Third Ave, New York, NY 10022
Andrea J. Catsimatidis, Asst VP	800 Third Ave, New York, NY 10022
John A. Catsimatidis Jr. Asst VP	800 Third Ave, New York, NY 10022
Emily R. Pankow, VP & General Counsel	800 Third Ave, New York, NY 10022
Al Mariani, CFO	500 Kingsland Ave, Brooklyn, NY 11222
Mark Kassner, VP & Treasurer	800 Third Ave, New York, NY 10022

www.UnitedMetroEnergy.com

BROOKLYN

CALVERTON

RIVERHEAD

6. References:

Department of Citywide Administrative Services – City of New York # 4 oil contract.

United Metro has been once again awarded the # 4 Oil City of New York contract.

Contract term is 6/1/21 – 5/31/25

Estimated Annual volume: 27,400,000 gallons

State of New York - # 2 Oil contract

United Metro has extended the Heating oil contract to September 2023. Contract started in 2018.

Estimated Annual Volume: 2,147,838 gallons

Nassau BOCES – Fuel Oil contract

Contract term: 10/15/21 – 10/14/22

Estimated Annual Gallons: 970,240 gallons

United Parcel Service – Ultra Low Sulfur Diesel contract

Contract term: 8/1/20 – 7/30/22

Estimated annual gallons: 2,433,842 gallons

Attached please find the following:

- Investigation summary
- Safety Data Sheets
- Political Contributions
- Article of Incorporation
- Certificate of Authority
- Distributor of Diesel fuel Certificate
- Distributor of Motor Fuel Certificate
- Terminal Operator Certificate

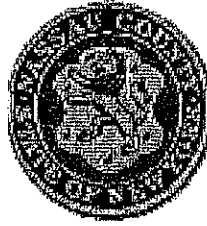
Thank you for the opportunity to bid on this business. Should you have any questions, please feel free to contact me at 929-271-5079.

Yours truly,



John McConville, President

Bruce A. Blakeman
COUNTY EXECUTIVE



OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263
Date 04/29/2022

AMENDMENT NO. 1

FORMAL SEALED BID NO 40512-05052-056

FOR: No. 2 Heating Oil Diesel and Jet Fuel

ISSUED: April 07, 2022

OPENING: May 02, 2022

TO ALL BIDDERS:

- 1) This Formal Sealed Bid has been postponed until May 19, 2022 @11:00 AM E.D.S.T
- 2) Add to specifications the follow questions and answers
- 3) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 4) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

A handwritten signature in black ink, appearing to read "Claudia Colasurdo", is written over the typed name.

Claudia Colasurdo
Purchasing Technical Coordinator

Questions and answers

Question 1) The administrative fee on page 14. What is the amount applicable to this contract? Is this administrative service fee a onetime fee, a yearly fee etc.? How often does contractor pay this fee?

Answer: It's a one time fee of \$808.00 you will be sent a link to pay the fee.

Question 2) What is the payment term of this contract? Example: Net 30 days from receipt of invoice

Answer: Nassau County Police is net 30 however it is not in the Office of Purchasing does not have control over payments.

Question 3) Claim Vouchers on page on page 16 – If we fill this form out, we do not have to do a claim voucher with every invoice?

Answer: Yes, a claim voucher is required for every invoice

Question 4) Manufacturer's Certificate – page 26 – Currently in the NYC, Nassau or Suffolk county all distillates are not coming from a single source supplied from a specific manufacturer. There is only one refinery in NYH (P66) that even produces distillate and it only accounts for less than 10% of the volume in NYH. All product comes into NYH are via Colonial pipeline, Buckeye Pipeline or Ship from all four corners of the globe. These volumes once in tank in NYH are used to fill barges going to Bronx and along the Hudson and Buckeye pipeline batches destined for end user terminals such as ours in Brooklyn, Shell Inwood And Sprague Bronx to name a few. We buy term contracts from Shell, BP via the Buckeye Pipeline. All parties that sell into Buckeye Pipeline must meet the product specifications mandated. All products in the Buckeye pipeline get mixed together before Buckeye pipeline Deliveries to receiving terminals. Since every product must meet the product mandated in the Buckeye Pipeline system, all products meet specifications. At our Riverhead terminal, our term suppliers (currently Glencore) deliver supply from NYH and multiple International locations. We are going to ask our supplier to fill out this form to the best of his ability. Meaning the manufacturing location might be multiple locations. Please advise what options do we have regarding this?

Answer: Please include one certificate with you formal sealed bid.

Question 5) Please confirm the following delivery requirements: pages 38-39 # 2 Heating oil TW All deliveries into tanks of less 6000 gallons are considered tank wagon deliveries? # 2 Heating Oil MT All deliveries of more than 5,000 gallons are considered MT deliveries? Diesel TW It states deliveries with tank capacity of 5000 gallons. Do you mean with tank sizes of 5000 gallons or less are TW deliveries? Diesel MT Deliveries to locations with capacity of 6,000 gallons. Do you mean with tank sizes of 6,000 gallons or more are MT deliveries? If a location places an order for 2500 gallons and has a 6,000 gallon tank. This is considered a tank wagon delivery regardless of tank capacity. We try to tell facilities to be as efficient as possible. Many times they are not willing to buy the full amount that is required to classify them as a MT even if they have the capacity. How should we handle this?

Answer: All TW (tank wagon) deliveries are 6,000 gallons or less. All MT (motor freight) deliveries are 5,000 gallons and over. All TW deliveries are to be invoiced at TW price regardless of tank capacity. All MT deliveries are to be invoiced at MT price regardless of tank capacity.

Question 6) Service: Page Are we to provide the pricing on an excel spreadsheet for the prior week. We are not able to provide copies of the OPIS due to copyright issues. Please explain Service Item on page 40.

Answer: The County must receive some kind of spreadsheet indicating the current price. All prices are a weekly reset.

Question 7) Generator locations on page 47 Please confirm the minimum delivery to each of these locations on page 47 is 100 gallons.

Answer: All generators listed on page 47 are 100 gallon deliveries.

Question 8) Page 48 - 49 – are all locations listed on page 48 – 49 generators? Do the minimums on pricing sheets for diesel Page 39 apply to these locations to determine MT or TW?

Answer: Yes, they do apply.

Question 9) Page 50 – 51 – is the minimum delivery for all generators on page 50 and 51 100 gallons. These are all diesel correct?

Answer: All generators listed of pages 50-51 are diesel.

Question 10) Is it possible to submit a delivery and handling charge for generators only?

Answer: You would have to note what the delivery cost is on your bid. Be aware the awarded goes to the lowest responsible bidder meeting specifications adding a delivery cost to the generator delivery might make your bid higher than any other bid that might be received.

Question 11) Is the bid to be mailed or submitted electronically.

Answer: It has to be mailed. You can mail it to the Nassau County Office of Purchasing 1 West Street 1st Floor North Entrance Mineola, N.Y. 11501 by 11:00 Am on the bid opening date late bids can-not be accepted.

Question 12) Price Basis (page 37) Says "the cost of No. 2 Fuel Oil" will be used to determine daily pricing. Currently JOC does not post pricing for No. 2 Oil – please confirm daily JOC product posting to be used.

Answer: OPIS New York Harbor Barge Posting

Question 13) Please confirm the County is required to use Ultra Low Sulfur Diesel B5 in Nassau County.

Answer: The requirement is ultra low sulfur diesel fuel only.

Question 14) For pricing of the Diesel fuel, please provide what JOC postings will be used to price daily deliveries.

Answer: OPIS New York Harbor Barge Posting

TITLE: No. 2 Heating Oil and Diesel and Jet Fuel

[illegible]

PUBLIC BID OFFICER



FORMAL BID RECOMMENDATION

BID NUMBER 40512-05052-056

OPEN May 26, 2022

TITLE: No. 2 Heating Oil Diesel and Jet Fuel.

DATE: June 01, 2022

TO: BUYER - Timothy Funaro

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results	
		Item	Bidder
<p>Date: June 01, 2022 To: Supervisor From: Buyer Timothy Funaro</p> <p>List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Timothy Funaro</i> Buyer</p>			Recommend an award be given to United
			Metro Energy for No. 2 Heating Oil and Diesel
			Fuel for both TW and MT.
			Recommend an award be given to Sprague
			Operating Resources LLC. for Jet Fuel for
			both 5,000 gal tank and 1- 4,999 gal tank
<p>Date: _____ To: Director From: Supervisor</p> <p><input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)</p>			United Metro Energy and Sprague Operating
			Resources LLC are the lowest responsible
			bidders meeting specification and bid terms.
<p>Date: <u>6/1/22</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award <input type="checkbox"/> Approved for No Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p>NO <input type="checkbox"/> Subject to Legislature Approval</p> <p>YES <input checked="" type="checkbox"/> Subject to Legislature Approval</p>			
<p>_____ Director <i>[Signature]</i></p>			

Comparison Of Bids

No. 2 Heating Oil

TW - MT

Recommended Vendor N/A

Requisition # N/A

Pre-Encumbrance: N/A

Buyer Timothy Funaro

Purchas Order #

Vendors												
		Sprague		Unit Metro		Vendor # 3		Vendor # 4		Vendor # 5		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	0.8503	0.8503	0.0148	0.0148	0.00	0.00	0.00	0.00	0.00	0.00	0.0148
2	1	-0.0063	-0.0063	-0.1552	-0.1552	0.00	0.00	0.00	0.00	0.00	0.00	-0.1552
3	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0	0.00	0.00		0.00		0.00		0.00	0	0.00	
sur	0		0.84		-0.14		0.00		0.00		0.00	-0.1404
shi	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Total	0.84		-0.14	Total	0.00	Total	0.00	Total	0.00	-0.1404
Delivery	2 Days			2 Days								
Terms	Net 30			Net 30								
F.O.B.	Dest.			Dest.								
Vin	020415440			462112871								
Tel No.	877-689-1880			929-271-5079								
Verbal	Thomas F. Flaherty			John McConville								
Date	05/26/2022 sealed bid			05/26/2022 sealed bid								

Notes Formal sealed Bid 40512-05052-056 Title: No. 2 Heating Oil and Diesel and jet Fuel

Award TW and MT to United Metro

* key 0=No Bid

Comparison Of Bids

Diesel Fuel

Recommended Vendor N/A

Requisition # N/A

TW - MT

Pre-Encumbrance: N/A

Buyer Timothy Funaro

Purchas Order #

Vendors												
line	qty	Sprague		Unit Metro		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	0.6240	0.6240	0.1652	0.1652	0.00	0.00	0.00	0.00	0.00	0.00	0.1652
2	1	0.0466	0.0466	-0.0500	-0.0500	0.00	0.00	0.00	0.00	0.00	0.00	-0.0500
3	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0	0.00	0.00		0.00		0.00		0.00	0	0.00	
sur	0		0.67		0.12		0.00		0.00		0.00	0.1152
shi	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Total	0.67		0.12	Total	0.00	Total	0.00	Total	0.00	0.1152
Deliver	2 Days			2 Days								
Terms	Net 30			Net 30								
F.O.B.	Dest.			Dest.								
Vin	020415440			462112871								
Tel No.	877-689-1880			929-271-5079								
Verbal	Thomas F. Flaherty			John McConville								
Date	05/26/2022 sealed bid			05/26/2022 sealed bid								

Notes Formal sealed Bid 40512-05052-056 Title: No. 2 Heating Oil and Diesel and jet Fuel

Award TW and MT to United Metro

* key 0=No Bid

Comparison Of Bids

Jet Fuel

5,000 1-4,999 gal tanks

Recommended Vendor N/A

Requisition # N/A

Pre-Encumbrance: N/A

Buyer Timothy Funaro

Purchas Order #

Vendors												
Sprague				Unit Metro		Vendor # 3		Vendor # 4		Vendor # 5		low bid
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	1.2310	1.2310	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	1.2310
2	1	1.7803	1.7803	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	1.7803
3	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0	0.00	0.00		0.00		0.00		0.00	0	0.00	
sur	0		3.01		0.00		0.00		0.00		0.00	3.0113
shp	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total		3.01		0.00	Total	0.00	Total	0.00	Total	0.00	3.0113
Delivery	2 Days			2 Days								
Terms	Net 30			Net 30								
F.O.B.	Dest.			Dest.								
Vin	020415440			462112871								
Tel No.	877-689-1880			929-271-5079								
Verbal	Thomas F. Flaherty			John McConville								
Date	05/26/2022 sealed bid			05/26/2022 sealed bid								

Notes Formal sealed Bid 40512-05052-056 Title: No. 2 Heating Oil and Diesel and Jet Fuel

Award jet fuel both 5,000 gal tank and the 1-4,999 gal tank to Sprague

* key 0=No Bid



**Liberty
Mutual**
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206938-837272**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annie Sawh; Colette M. Blaikie; D. Nicholas Blaikie; Fayth Vasseur; Sally McGrath

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of December, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits	\$2,234,770,744	Unearned Premiums	\$9,106,965,847
*Bonds — U.S Government	4,250,615,811	Reserve for Claims and Claims Expense	25,279,158,493
*Other Bonds	16,983,165,862	Funds Held Under Reinsurance Treaties	315,537,902
*Stocks	20,075,458,019	Reserve for Dividends to Policyholders	1,726,291
Real Estate	182,250,567	Additional Statutory Reserve	139,634,000
Agents' Balances or Uncollected Premiums	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	120,173,987	Other Liabilities	8,638,106,801
Other Admitted Assets	14,076,622,575	Total	\$43,481,129,334
Total Admitted Assets	<u>\$65,530,745,401</u>	Special Surplus Funds	\$178,192,363
		Capital Stock	10,000,075
		Paid in Surplus	11,804,736,755
		Unassigned Surplus	10,056,686,874
		Surplus to Policyholders	22,049,616,067
		Total Liabilities and Surplus	<u>\$65,530,745,401</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T. Mikolajewski

Assistant Secretary

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE
LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$22,049,616,067. (Capital \$10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2021, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 8th
day of March, 2022.

Adrienne A. Harris
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2023

8/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1513990 United Metro Energy Corporation 500 KINGSLAND AVE BROOKLYN NY 11222	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACE American Insurance Company	NAIC # 22667
	INSURER B : Indemnity Insurance Co of North America	43575
	INSURER C : ACE Property & Casualty Insurance Co	20699
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES 1st CERTIFICATE NUMBER: 18468369 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	XSLG72953563	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Med. Payments: \$10K	N	N	ISAH2557347A	8/31/2022	8/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	N	N	G27896145 008	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N N	N/A	WLRC68923694 SCF- C68925253	8/31/2022 8/31/2022	8/31/2023 8/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid Proposal # 40512-05052-056. The County of Nassau State of New York is included as Additional Insured as respects to General Liability policy as required by written contract.

CERTIFICATE HOLDER

18468369

County of Nassau State of New York
Office of Purchasing
1 West Street
Mineola NY 11501 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

8/31/2023

DATE (MM/DD/YYYY)

8/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED	United Metro Energy Corporation 1513990 500 KINGSLAND AVE BROOKLYN NY 11222	INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Company	NAIC # 22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Property & Casualty Insurance Co	20699
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES 1st CERTIFICATE NUMBER: 18468369 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	XSLG72953563	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Med. Payments: \$10K	N	N	ISAH2557347A	8/31/2022	8/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	N	N	G27896145 008	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC68923694 SCF- C68925253	8/31/2022 8/31/2022	8/31/2023 8/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid Proposal # 40512-05052-056. The County of Nassau State of New York is included as Additional Insured as respects to General Liability policy as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
18468369 County of Nassau State of New York Office of Purchasing 1 West Street Mineola NY 11501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) UNITED METRO ENERGY CORP ATTN: EMILY PANKOW 500 KINGSLAND AVENUE BROOKLYN, NY 11222 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 718-383-1400 1c. Federal Employer Identification Number of Insured or Social Security Number 462112871
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF NASSAU STATE OF NEW YORK OFFICE OF PURCHASING 1 WEST STREET MINEOLA, NY 11501	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL479129 3c. Policy effective period 01/01/2022 to 12/31/2023

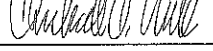
4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 11/15/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only) United Metro Energy Corp. 500 KINGSLAND AVE BROOKLYN, NY 11222</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 212-956-5770</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 46-211 2871</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Office of Consumer Affairs 240 Old Country Road Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier Indemnity Insurance Company of North America</p> <p>3b. Policy Number of Entity Listed in Box "1a" WLRC68923657</p> <p>3c. Policy effective period <u>8/31/2022</u> to <u>8/31/2023</u></p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

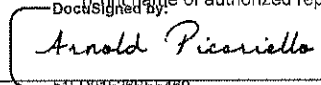
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Arnold Picariello
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/25/22
51FD01F28BEE489 (Signature) (Date)

Title: Vice President - Chubb Global Casualty

Telephone Number of authorized representative or licensed agent of insurance carrier: 215-640-1000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.