



October 14, 2019

ORIGINAL

County of Kane, IL
Attn: Tim Keovongsak, Buyer III
Purchasing Department, Building A, Room #210
719 S Batavia Avenue
Geneva, IL 60134

Dear Mr. Keovongsak:

Mansfield Oil Company of Gainesville, Inc. appreciates the opportunity to participate in your current ITB 45-019 Gasoline & Diesel Fuel to furnish and deliver fuel for Kane County, Illinois.

The prices quoted are plus or minus the OPIS Gross End of Day Low for the Chicago Market.

Pricing is based on two-week payment terms as indicated in the bid documents.

Should you have any questions, feel free to call Will Taylor at 1-800-255-6699, Ext. 3209 or email dealdesk@mansfieldoil.com.

Again, thank you for the opportunity to respond to your invitation to bid.

Best Regards,

A handwritten signature in black ink, appearing to read 'Josh Epperson', is written over a horizontal line.

Josh Epperson
Director of Government Services



MANSFIELD OIL COMPANY

Mansfield Oil Company provides innovative solutions to the most demanding energy procurement, supply, and logistics challenges for governments, companies, and organizations across North America. Mansfield offers a broad range of energy solutions including fuels, diesel exhaust fluid, natural gas, and energy price and data management services. We are driven by our six core principles: Teamwork, Conscientiousness, Innovation, Integrity, Personal Service, and Excellence.

Founded over sixty years ago, Mansfield Oil Company operates in all 50 states and all 10 Canadian provinces, with regional operations centers throughout North America. Delivering billions of gallons of fuel and complementary products each year to thousands of diverse customers, Mansfield Oil Company is one of the largest delivered fuel suppliers in the nation and is ranked by Forbes as one of the Top 45 Privately Held Companies in America.

Mansfield is committed to building "Relationships That Matter." By consolidating all major fueling methods in your fuel procurement strategy, Mansfield provides cost savings through operational efficiencies and accurate measurement and reporting. Whether fuel is delivered by truck, pipe, rail, or retail station, Mansfield is the industry-leading solution for fuel needs.

We provide customers with a single integrated web-based platform for total visibility across all fueling modes. Optimizing across fueling modes provides better insights into fuel spend which directs improved decisions which lower supply costs and drives operational efficiencies.

We offer a full range of pricing options to best suit the customer's needs, including:

- | | |
|---|----------------------|
| Indexed-based pricing (OPIS, Platts, JOC) | Wholesale/FOB |
| Fixed Pricing | Retail/Fleet cards |
| Consigned Pricing | Cost Plus |
| Spot Sales | Consolidated Pricing |

Mansfield's diverse portfolio of customers include Fortune 500 companies, major transit authorities, more than 15 state fleets, major package delivery companies, and numerous school boards, counties, and major cities.

SUPPLY	LOGISTICS	VALUE ADDED PRODUCTS AND SERVICES	
REFINED FUELS	FTL	DEF	PRICE RISK MANAGEMENT
DEF	LTL	ADDITIVES FUEL QUALITY	WINTERIZED FUEL
BIOFUELS	MOBILE FUELING	FLEET CARDS	FUEL SYSTEMS & SERVICES
NATURAL GAS	WHOLESALE	EMERGENCY RESPONSE	CONSIGNED FUEL
		FUELALL	FuelNET

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

THERESA DOBERSZTYN, C.P.M., CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134
Telephone: (630) 232-5929
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 45-019 GASOLINE & DIESEL FUEL

DATE: SEPTEMBER 27, 2019

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and bulk delivery of No-Lead Gasoline and Diesel Fuel. Delivery locations to include the Kane County Sheriff's Office, Kane County Division of Transportation (KDOT), Kane County Forest Preserve District, and the City of Aurora, and ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their locations.

GENERAL REQUIREMENTS: Submit one (1) original bid response, four (4) paper copies and one (1) electronic copy on CD/Flash Drive in PDF format.

- Signed Offer to Contract Form
- Contractor Disclosure Statement
(Section 31 of Terms and Conditions – see attached sample)
- Familial Relationship (see attached Public Act 101-0544)
- References
- Certificate of Insurance – see attached sample

SUBMISSION LOCATION: County of Kane
Purchasing Department, Bldg., A., Rm#211, 212, or 214.
719 S. Batavia Avenue
Geneva, Illinois 60134

SUBMISSION TIME & DATE: ***3:00 p.m., CST on Wednesday, October 16, 2019***
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON: Tim Keovongsak, CPPB
Buyer III
Telephone: (630) 232-5929

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN 10:30 AM., OCTOBER 9, 2019, FAX AND E-MAIL ACCEPTED. FAX questions to (630) 208-5107 or E-mail PURCHASING@CO.KANE.IL.US

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

The County of Kane reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
U. S. Communities
National IPA
National Joint Power Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error, which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Seller shall defend, indemnify and hold harmless the County and the Sheriff and their respective officers, elected officials, agents, servants and employees, from and against all injuries, losses, claims, suits, costs and expenses, including without limitation attorney's fees and litigation expenses, which may accrue against the County or Sheriff as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, elected officials, Agents, servants and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder. Counsel provided for representation of the County or their respective officers, employees and agents will be chosen by the Kane County State's Attorney's Office, subject to the approval of the Contractor and/or Servicer's and/or Seller. The County may elect to defend against or to join as co-counsel in any claim or lawsuit in which the County or any agent, employee or officer is involved without waiving the defense, indemnification and hold harmless provision set forth herein.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

CERTIFIED PAYROLL REQUIREMENTS: (Public Act 94-0515)

Effective August 10, 2005 Contractors and Sub-Contractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:
- | | |
|-------------------------------------|-------------|
| Each Person for Bodily Injury | \$1,000,000 |
| Each Occurrence for Bodily Injury | \$1,000,000 |
| Each Occurrence for Property Damage | \$1,000,000 |
| Or - Combined Single Limit | \$1,000,000 |
- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:
Aggregate Limits \$5,000,000

Vendor to furnish a copy of the Endorsement showing Kane County as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **BID DEPOSIT - (Not Applicable to Bid 45-019)**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. **EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price. ***(Not Applicable to Bid 45-019)***

30. **FAILURE TO FURNISH BOND - (Not Applicable to Bid 45-019)**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval.

For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement.

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

32. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

33. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

34. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

35. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

36. **HOLIDAY SCHEDULE: 2019**

Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday (April 19), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

37. **COMPLAINT AND DISPUTE RESOLUTIONS:**

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Judiciary Department Office Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

38. **PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a proposal or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

39. Joint Purchasing Program Initiative: 2019 - (Not Applicable to Bid 45-019)

1. All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.
2. ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.
3. Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.
4. Illinois statutes, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

40. SECURITY (GENERAL): (Not Applicable to Bid 45-019)

A portion of the work will be performed within secured areas.

- A. If requested, the Contractor shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
- B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.
- C. The County will require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

SECURITY: General.

- F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

- G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.
- H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:
- I. Check of wants and warrants in Illinois
 - J. Check of wants and warrant through the National Computer System (NCIC)
 - K. Check of Computerized Criminal History (CCH)
 - L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**
 - M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

- N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

- O. Contractors acknowledges that the "Adult Justice Center" is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.
- P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.
- 1. The criminal background history checks will include, but are not limited to the following:
 - A. Check of wants and warrants in Illinois.
 - B. Check of wants and warrants through the National Computer System (NCIC).
 - C. Check of Computerized Criminal History (CCH).
 - 2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
 - 3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
 - 4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

**STATEMENT OF WORK
For
GASOLINE & DIESEL FUEL**

I. OVERVIEW

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and bulk delivery of No-Lead Gasoline and Diesel Fuel. Delivery locations to include the Kane County Sheriff's Office, Kane County Division of Transportation (KDOT), Kane County Forest Preserve District, and the City of Aurora, and ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to participate and be a part of this joint purchase program wherever their locations.

II. INTENT OF SPECIFICATIONS

The specifications listed below are not meant to exclude any particular manufacture or brand. The product, delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of sale and services per specifications and requirements. Reference to brand names and part numbers is descriptive, but not restrictive, unless otherwise specified. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item, services and product requirements as specified within this bid document. This is an all-inclusive bid.

III. BID SPECIFICATIONS

1. Your bid shall be based on the LOW RACK calculated against the prices quoted for the Chicago Market in the "OPIS WHOLESALE RACKS" daily price list dated for Friday, October 11, 2019 and shall be included with bid submittal package. For evaluation purpose, we will use the most popular time reported from all responses or per best interest of the County.
2. The above-mentioned OPIS published price list for the Chicago Market will be used throughout this one (1) year Contract, commencing from December 2, 2019, through November 30, 2020. All invoices shall include a copy of the current OPIS published price list reported at the time of purchase and shall be attached to invoices submitted for payment.
3. Gasoline is to be NO-LEAD Regular Gasoline with an Octane value of 87. Gasoline will also be required to meet Reformulated Gasoline specifications in accordance with EPA requirements as stated under the 1990 Clean Air Act Amendments. Fuel formulation for gasoline is not to exceed 10% ethanol.
4. Tanks shall be dipped before and after each delivery to verify delivery load. Authorized County personnel shall be present.
5. Delivery shall be made within 24 hours from request. Delivery times are 7a.m. to 2 p.m., Monday thru Friday, unless it is an emergency, Saturday or Sunday deliveries are a possibility in the winter.
6. Applicable taxes shall not be included in the bid prices.

7. Each delivery is to be billed separately to the Department or Governmental Units that ordered the shipment. Kane County will not be held responsible for any other governmental unit's liabilities created by the purchase of gasoline, diesel fuel, or other items.
8. The Vendor shall submit an invoice for each delivery, which will include a metered delivery receipt, current OPIS price list for the Chicago Market, and send all correspondence regarding billing to the Department or Governmental Units responsible for the shipment.
9. KANE COUNTY DOES NOT PAY FEDERAL TAXES OR RESALE TAXES.
10. Available Winter Blend options shall include the following combinations.
 - A. (80 / 20 blend = 80% #2 and 20% # 1 clear),
 - B. (B5-80/20 = 80% B5 #2 and 20 % #1 clear),
 - C. (50/50 blend = 50% # 2 and 50% # 1 clear),
 - D. (B5 50/50 blend = 50% B5 #2 and 50% # 1 clear).

Winter Blend diesel may be ordered from October thru March as determined by the customer. Vendor shall indicate winter blend fuel combinations if different than suggested to prevent gelling. Winterized diesel ordered during this period shall not jells and any variation, recommendation, or markup cost can be inserted in the additional comments section of the Offer to Contract page for consideration. The requirement for the City of Aurora winter blend diesel is a combination of 20% #1 and 80% #2. The winter blend requirement for the Transportation Department is 50% #1 clear and 50% #2.

11. It is the intention of Kane County to award the entire fuel purchase contract to the lowest responsive, responsible bidder providing the lowest pricing (markup percentage) per bid specifications and requirements. Kane County reserves the right to make multiple awards if it is in the best interest of the County to do so.
12. NO FEDERAL EXCISE TAX IS TO BE BILLED ON INVOICES. THIS IS THE RESPONSIBILITY OF THE VENDOR TO HANDLE.
 - i. APPLICABLE TAXES ARE TO BE ITEMIZED ON EACH INVOICE.
 - ii. Billing shall be either Net Gallon or Gross Gallon for charges. Cannot mix, billing shall stay consistent throughout the year.
 - iii. Tank delivery orders will be 7,000 to 10,000 gallons for gasoline and diesel to underground tanks.
 - iv. Wagon delivery orders will be 200 to 5,000 gallons for gasoline and diesel to aboveground tanks.

- v. The Vendor agrees to provide fuel if requested by the County when emergency situations exist. The deliveries may be on Saturday, Sunday and holidays.
- vi. The Generators usually get two deliveries per year. The first in the spring with B5 #2-dyed diesel and again in the late fall with a winter blend or on as per-needed basis.

IV. DELIVERY LOCATIONS

1. Delivery F.O.B. destination, underground fuel tanks at the following locations:

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Kane County Sheriff's Office (Adult Corrections) 777 E. Fabyan Pkwy, Geneva, IL 60134	1	12,000	Gasoline
KDOT 41W011 Burlington Rd. St. Charles, IL 60175	1	10,000	Gasoline
	2	10,000	Diesel
City of Aurora 720 N. Broadway Aurora, IL 60607	2	20,000	Gasoline
	1	20,000	Diesel

2. Wagon delivery F.O.B. destination, aboveground fuel tanks at the following Kane County Forest Preserve District locations:

A. Agency/Locations:

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Grunwald Farms Forest Preserve 2s033 Lorang Road, Elburn, IL	1	2000	Unleaded
Fabyan Forest Preserve 1925 Batavia Avenue, Geneva, IL	1	1500	Unleaded
Muirhead Springs Forest Preserve 41W797 Rohrsen Road, Hampshire, IL	1	2000	Unleaded
John Duerr Forest Preserve 35W0003 Route 31, South Elgin, IL	1	1500	Unleaded
Campton Forest Preserve 4N379 Town Hall Road, St. Charles, IL	1	500	Unleaded
Mill Creek Greenway Forest Preserve 02N253 Brundige Rd, Elburn, IL FUTURE TANK	1	1500	Unleaded

Forest Preserve District's Cond't:

	Qty. of Tanks	Tank Size	B5 #2 <i>May-Sept</i>	B5 50% #1 & 50% #2 <i>Oct-April</i>
Grunwald Farms Forest Preserve 2s033 Lorang Road, Elburn, IL	1	500		
Muirhead Springs Forest Preserve 41W797 Rohrsen Road, Hampshire, IL	1	500		
Campton Forest Preserve 4N379 Town Hall Road, St. Charles, IL	1	1500		
Mill Creek Greenway Forest Preserve 02N253 Brundige Rd, Elburn, IL FUTURE TANK	1	500		

C. Estimated Quantities – Kane County Forest Preserve District

1. Regular Gasoline – tanker delivery: 0
 2. Regular Gasoline – wagon delivery to above ground tank: 57,886 gallons; Approximate annual.
 3. Ultra Low Sulfur #2 Biodiesel (B5) Fuel and Winter Blend B5 50% #1 & 50% #2, wagon delivery to above ground tank; 11,114 gallons; Approximate annual.
3. Wagon delivery F.O.B. destination, generators at the following Kane County Government locations:

Kane County Government - Locations			
Address	Qty. of Generators	Tank Capacity: Gallons	Fuel Type
Kane County Government Center 719 S. Batavia Ave. Geneva, IL 60134	2	700	Non-Road Dyed Diesel
Kane County Judicial Center 37W777, Route 38 St. Charles, IL 60175	1	1,000	Non-Road Dyed Diesel
Kane County Juvenile Center 37W655 Route 38 St. Charles, IL 60175	1	500	Non-Road Dyed Diesel
Kane County Adult Corrections 37W755 Route 38 St. Charles, IL 60175	1	400	Non-Road Dyed Diesel
Kane County Circuit Clerk 540 S. Randall Rd. St. Charles, IL 60175	2	535	Non-Road Dyed Diesel

4. Wagon delivery F.O.B. destination, generators at the following City of Aurora locations. There is one (1) tank per each location name/address:

A. City of Aurora, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Gregory Street	118 Gregory St (3770 McCoy Drive)	Off Road Diesel	110	Above
Loucks Street	1010 S. Loucks St	Off Road Diesel	110	Above
Orchard Gateway	1901 Orchard Gateway Blvd., N Aurora, IL 60502	Off Road Diesel	110	Above
River Street	649 S. River St	Off Road Diesel	90	Above
Vine Street	115 Vine St	Off Road Diesel	110	Above
Church Road	2680 Church Rd	Off Road Diesel	90	Above
Barnes Road	225 Barnes Rd	Off Road Diesel	110	Above
<i>As-Needed service, typically filled in same day (approximately 3-4 hour drive time). Frequency of Delivery – Approximately 9-10 month.</i>				

B. Central Service - City of Aurora, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Cent Service APD HC	1200 East Indian Trail	Off Road Diesel	3000	Above
Cent Service APD HC	1200 East Indian Trial	Off Road Diesel	3000	Above
<i>** This is a Mission Critical Location, As-Needed service, tank must not fall below ¼ full. Frequency of Delivery – 3x/year.</i>				

C. Fire Station - City of Aurora, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Fire Station #1	75 North Broadway Street	Off Road Diesel	500	Above
Fire Station #3	600 West Indian Trail	Off Road Diesel	720	Above
Fire Station #8	3700 McCoy Drive	Off Road Diesel	500	Above
Fire Station #1	75 North Broadway Street	Off Road Diesel	4000	Under
Fire Station #3	600 West Indian Trail	Off Road Diesel	1000	Above
Fire Station #8	3700 McCoy Drive	Off Road Diesel	1000	Above
Fire Station #1	75 North Broadway Street	Regular Gasoline	3000	Under
<i>As-Needed service, typically filled in same day (approximately 3-4 hour drive time). Frequency of Delivery – Approximately 9-10 month.</i>				

D. Park Maintenance				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Phillips Park Maintenance	901 Ray Moses Drive	Off Road Diesel	1000	Above
Philips Park Maintenance	901 Ray Moses Drive	Regular Gasoline	1000	Above
<i>** As-Needed service. Frequency of Delivery – 3x/year.</i>				

E. Aurora Airport – Sugar Grove, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Off Road Diesel	1000	Above
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Regular Gasoline	1000	Above
<i>** As-Needed service. Frequency of Delivery – 3x/year.</i>				

F. Water Treatment Plant – City of Aurora, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Water Treatment	1111 Aurora Avenue	Off Road Diesel	2400	Above
** As-Needed service. Frequency of Delivery – 3x/year.				

G. Golf Course – City of Aurora, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Phillips Park Golf Course	1101 Ray C Moses Drive	Off Road Diesel	500	Above
Phillips Park Golf Course	1101 Ray C Moses Drive	Regular Gasoline	500	Above
** As-Needed service. Frequency of Delivery – 3x/year.				

V. FUEL TYPES

1. NO-LEAD GASOLINE (87 Octane)
2. ULTRA LOW SULFUR #2 BIO DIESEL (B5) FUEL, 50% #1 and 50% #2
3. Winter Blend Diesel 20% #1 and 80% #2 (City of Aurora)
4. Winter Blend Diesel 50% #1 clear and 50% #2 (Kane County DOT)
5. Generators – Ultra Low Sulfur #2 Non-Road Dyed Diesel (B5) red fuel and winter blend of 50/50.

The Contractor shall be responsible for supplying diesel fuel that meets or exceeds the above-mentioned gasoline and diesel fuel properties including additives to prevent fuel gelling in winter months for winterized diesel as listed.

VI. ESTIMATED QUANTITIES

1. Regular Gasoline:

Locations	No-Lead Gasoline
KANE COUNTY SHERIFF	65,000
DIVISION OF TRANSPORTATION (KDOT)	40,000
CITY OF AURORA	290,000
Total	395,000

2. Regular Gasoline, wagon delivery to above and underground tanks:

Locations	No-Lead Gasoline
KANE FOREST PRESERVE DISTRICT	57,886
Total	57,886

3. Ultra Low Sulfur #2 Biodiesel (B5) Fuel & 50/50 Winter Blend Fuel

Locations	B5 #2	B5 - 20% #1 & 80% #2	50% #1 & 50% #2
KDOT	30,000	0	50,000
City of Aurora	58,000	0	0
Forest Preserve (wagon delivery)	11,114	0	0
Total	99,114	0	50,000

* Winterized Blend – 50% #1 & /50% #2, shall not jell during the winter months.

4. Winter Diesel for City of Aurora (December – February) Fuel:

Locations	Diesel - Winter Blend: 20% #1 & 80% #2
KDOT	0
City of Aurora	37,000
Forest Preserve (wagon delivery)	0
Total	37,000

4. Generators - Ultra Low Sulfur #2 Non-Road Dyed Diesel (B5) Fuel:

Tank Locations	B5 #2 Minimum Delivery	B5 50% #1 & 50% #2 Minimum Delivery	Estimated Annual Gallons
Government Center	175	175	350
Judicial Center	250	250	500
Juvenile Center	125	125	250
Corrections/Sheriff	400	400	800
Circuit Clerk	125	125	250
Total	1075	1075	2150

*Above locations and estimated quantities are for Kane County facilities.

5. Generators - Ultra Low Sulfur #2 Non-Road Dyed Diesel (B5) Fuel:

Locations	Estimated Annual Gallons	
	Gasoline	Off Road Diesel
Generators (Multiple Locations)	0	40,000
Airport	17,000	0
Total	17,000	40,000

*Above estimated quantities are for the various City of Aurora locations for Generators and Airport.

VII. SPECIAL CONDITIONS

A. OPTION #1 – INTER-GOVERNMENTAL UNITS

Will you offer the same pricing to other Governmental Units (taxing bodies)?

Participation: YES (☒) NO () (Check One)

Kane County is requesting a program for Optional Participation of surrounding Kane County Municipalities of a possible additional 300,000 gallons of Premium No-Lead Gasoline, and 100,000 gallons of bio diesel fuel during the course of the year. This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their location.

Normal tanker deliveries under this program are estimated to be 4,000 to 10,000 gallons per delivery. The amounts listed above are not guarantees but are possible additions to quantities contained in the Main Bid.

B. AWARD

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. The estimated quantities listed in the Offer to Contract Form are for evaluation and comparison purposes only. The County does not guarantee purchase quantities or award of products and services for all locations specified. This purchase contract shall allow the County to order gasoline and diesel fuels listed on an as-needed basis. The estimated purchase quantity may be greater or less than the "Estimated Quantity" requested in the base bid. The County reserve the right to add additional fuel items.

C. CONTRACT

1. Contract Terms:

This is a one (1) year contract commencing after contract execution date, with option to extend for two (2) additional one-year renewal periods if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall reference the Statement of Work for contract commencement date.

D. RESPONSE INSTRUCTIONS

An original BID response, marked as "**original**" (with all submittal requirements) four (4) paper copies, and one (1) PDF electronic copy on CD or Flash Drive shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**45-018 GASOLINE & DIESEL FUEL.**" Your bid response may be mailed or hand delivered as follows:

COUNTY OF KANE
Purchasing Department, Building (A), 2nd Fl., Room 211, 212, or 214
719 South Batavia Ave., Geneva, IL 60134
Hours: 8:30 a.m. – 4:30 p.m. CST Monday - Friday

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN OCTOBER 9, 2019, FAX AND E-MAILED ACCEPTED.

FAX questions to (630) 208-5107 or PURCHASING@CO.KANE.IL.US

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.
LATE BIDS CANNOT BE ACCEPTED!**

**KANE COUNTY
OFFER TO CONTRACT FORM
For
45-019 GASOLINE & DIESEL FUEL**

Bid Due Date & Time: 3:00 p.m., CST on Wednesday, October 16, 2019

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 211, 212, or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Mansfield Oil Company of Gainesville, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 31) and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent and compliance with Public Act 101-0544.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:
No. 1, No. , No. , No. , (Contractor to acknowledge addenda here).
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - D. Quantity listed is for evaluation purpose and not a guarantee purchase amount. Purchase will based on an as-needed basis and per specified locations.

MANSFIELD OIL CO.
1025 AIRPORT PKWY
GAINESVILLE, GA. 30501

Sealed Bid 45-019 Gasoline & Diesel Fuel
Offer to Contract Form - Page 2 of 6

III. BASE BID

For cost comparison and bid evaluation purpose, all pricing shall be based on the OPIS WHOLESale for daily LOW RACK refinery price list dated **Friday, October 11, 2019**. A copy of the refinery price list used for this bid shall be included in your bid submittal. The current OPIS published price list report shall be attached to invoice per each billing cycle throughout this one (1) year Contract, commencing December 2, 2019, through November 30, 2020 or upon execution by the Kane County Board. Purchase and delivery of gasoline and diesel fuel is on an as-needed basis.

A. FUEL TANKS:

1. **Regular Gasoline**, underground tank, delivered f.o.b. to the Sheriff's Office, Division of Transportation and City of Aurora, is:

OPIS Low Rack Cost	\$ 1.7195	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ +0.0513		
Total Cost per Gallon	\$ 1.7708	X 395,000	\$ 699,466.0000

2. **Regular Gasoline**, *aboveground tank*, wagon delivered f.o.b. to the Kane County Forest Preserve District, is:

OPIS Low Rack Cost	\$ 1.7195	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ +0.3527		
Total Cost per Gallon	\$ 2.0722	X 57,886	\$ 119,951.3692

3. **Bio Diesel Fuel #2 (B5)**, underground tank, delivered f.o.b. to the Division of Transportation and City of Aurora, is:

OPIS Low Rack Cost	\$ 1.8664	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ +0.0639		
Total Cost per Gallon	\$ 1.9303	X 88,000	\$ 169,866.4000

4. **Bio Diesel Fuel #2 (B5)**, *aboveground tank*, wagon delivered f.o.b. to the Kane County Forest Preserve District is:

OPIS Low Rack Cost	\$ 1.8664	Est. Quantity (Gallon) – May to September	GRAND TOTAL COST
+ Markup	\$ +0.5695		
Total Cost per Gallon	\$ 2.4359	X 11,114	\$ 27,072.5926

MANSFIELD OIL CO.
1025 AIRPORT PKWY
GAINESVILLE, GA. 30501

Sealed Bid 45-019 Gasoline & Diesel Fuel
Offer to Contract Form - Page 3 of 6

5. **Diesel Fuel Winter Blend (50% #1 clear and 50% #2)**, underground tank, delivered f.o.b. to the Division of Transportation is:

OPIS Low Rack Cost	\$ 2.3285	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ +0.0296		
Total Cost per Gallon	\$ 2.3581	X 50,000	\$ 117,902.5000

(October thru March)

6. **Pre-Blend Winter Diesel (80% #2 and 20% #1)**, underground tank, delivered f.o.b. to the City of Aurora is:

OPIS Low Rack Cost	\$ 2.0512	Est. Quantity (Gallon)	Grand Total Cost
+ Markup	\$ +0.0343		
Total Cost per Gallon	\$ 2.0855	X 37,000	\$ 77,164.2400

(December thru February)

B. GENERATORS:

Tank wagon delivery to generators at multiple locations as stated in bid specification is a priority in an emergency situation or upon request by the County or other Intergovernmental Agencies.

1. **Non-Road Dyed Diesel Fuel #2 (B5)**, delivered f.o.b. to multiple locations for Kane County generators, is:

OPIS Low Rack Cost	\$ 1.8664	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ +0.6234		
Total Cost per Gallon	\$ 2.4898	X 1,075.00	\$ 2,676.5350

2. **Non-Road Dyed Diesel Fuel #2 (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2)**, delivered f.o.b. to multiple locations for Kane County generators, is:

OPIS Low Rack Cost	\$ 2.3310	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ +0.7169		
Total Cost per Gallon	\$ 3.0479	X 1,075.00	\$ 3,276.4388

MANSFIELD OIL CO.
1025 AIRPORT PKWY
GAINESVILLE, GA. 30501

Sealed Bid 45-019 Gasoline & Diesel Fuel
Offer to Contract Form - Page 4 of 6

3. **Non-Road Dyed Diesel Fuel #2 (B5)** delivered f.o.b. to multiple City of Aurora generator locations, is:

OPIS Low Rack Cost	\$ 1.8714	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ +1.4792		
Total Cost per Gallon	\$ 3.3506	X 40,000.00	\$ 134,024.0000

4. **Gasoline** delivered f.o.b. to multiple City of Aurora generator locations and airport, is:

OPIS Low Rack Cost	\$ 1.7195	Est. Quantity (Gallon)	Grand Total Cost
+ Markup	\$ +0.5344		
Total Cost per Gallon	\$ 2.2539	X 17,000.00	\$ 38,316.3000

IV. OPTION #1 - INTERGOVERNMENTAL UNITS

- A. **Regular Gasoline**, delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ 1.7195	OPIS Low Rack Cost	\$ 1.7195
+ Markup	\$ +0.6394	+ Markup	\$ +0.0866
Total per gallon	\$ 2.3589	Total per gallon	\$ 1.8061

- B. **Bio Diesel Fuel #2 (B5)**, delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ 1.8664	OPIS Low Rack Cost	\$ 1.8664
+ Markup	\$ +0.6295	+ Markup	\$ +0.0801
Total per gallon	\$ 2.4959	Total per gallon	\$ 1.9465

- C. **Bio Diesel (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2)**, delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ 2.3285	OPIS Low Rack Cost	\$ 2.3285
+/- Markup	\$ +0.9221	+/- Markup	\$ +0.0461
Total per gallon	\$ 3.2506	Total per gallon	\$ 2.37455

V. **List applicable taxes Kane County or other entities would add:**

	Tax	Gas	Diesel
1.	Illinois Environmental Fee	\$ 0.011/gal	\$ 0.011/gal
2.	Underground Storage Tax	Included in Environmental Fee	
3.	Illinois Motor Fuel Tax *	\$ 0.38/gal	\$ 0.455/gal
4.	Leaking Underground Storage Tax	\$ 0.001/gal	\$ 0.001/gal

ADDITIONAL COMMENTS:

*The IL Motor Fuel Tax does not apply to Dyed Diesel

VI. **Intergovernmental Pricing:**

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should chose to be a part of this program wherever their location. All pricing and catalog discount will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities?

☒ YES

☐ NO

(Circle One) ***Upon mutual agreement

NOTE: The County of Kane will not be involved in the purchasing of gasoline and diesel fuels specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Signature  Typed Signature Josh Epperson

Company Mansfield Oil Company of Gainesville, Inc.

Address 1025 Airport Parkway SW, Gainesville, GA 30501

Phone# 800-255-6699 Fax # 678-450-2242


Federal I.D./Social Security# 58-1091383 Date 10/14/2019

JOINT PURCHASING AGREEMENT

Illinois revised statutes, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. This is a one (1) year contract with option to extend for two (2) additional one-year renewal period, if mutually agreed upon by both parties. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature  Typed Signature Josh Epperson
Company Mansfield Oil Company of Gainesville, Inc.
Address/City/State 1025 Airport Parkway SW, Gainesville, GA 30501
Phone # 800-255-6699 Fax # 678-450-2242
Federal I.D./Social Security # 58-109183 Date 10/14/2019

ACCEPTANCE

The Offer is hereby accepted for **GASOLINE & DIESEL FUEL**

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **45-019**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Date

REFERENCES

**GASOLINE & DIESEL FUEL
For
KANE COUNTY BOARD, Geneva, Illinois**

CONFIDENTIAL

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Mansfield Oil Company of Gainesville, Inc.

1. Organization: Chicago Transit Authority
Address: 567 West Lake St
City, State, Zip Code: Chicago, IL 60661
Telephone Number: 312-664-7200
Contact Person: Richard Kurek
Date of Project: 10/2013 - Present

2. Organization: Rockford BOE, IL
Address: 501 7th St, 6th Floor
City, State, Zip Code: Rockford, IL 61104
Telephone Number: 815-966-3096
Contact Person: Vernon Hilton
Date of Project: 07/2013 - 07/2016

3. Organization: Pace Suburban Bus, IL
Address: 550 W Algonquin Road
City, State, Zip Code: Arlington Heights, IL 60005
Telephone Number: 847-228-2311
Contact Person: Gary Sapp
Date of Project: 01/2013 - 04/2017

4. Organization: Village of Schaumburg, IL
Address: 101 Schaumburg Court
City, State, Zip Code: Schaumburg, IL 60193
Telephone Number: 847-895-4500
Contact Person: Jan Williams
Date of Project: 5/1/2012 - 4/30/2017

REQUIRED CONTACT INFORMATION

Vendor shall provide following contacts information.

Customer Service/General Information: Ph: 800-255-6699

To place an order: Name: Govt Team 1

Ph: 877-591-6379 Fax: _____

E-mail: GovOrders@mansfieldoil.com

Billing & Invoicing question:

Name: Diane Dial

Ph: 678-450-2206

E-mail: Govtops@mansfieldoil.com

Operation: Supervisor

Name: Ashley Bishop

Ph: 800-535-0612

E-mail: abishop@mansfieldoil.com

24-hours answering service:

Ph: 800-255-6699

BID SUBMITALL CHECK LIST

The undersigned Vendor acknowledged and verified that all required documents, statements and all certificates meeting County's requirements are included in their bid response. Vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

✓: SIGNED BID OFFER TO CONTRACT FORM (pages 1-6)

✓: CONTRACTOR DISCLOSURE STATEMENT & PUBLIC ACT 101-0544 "Familial Relationship" (See attached sample)

✓: REFERENCES & CONTACT INFORMATION

✓: ONE (1) ORIGINAL BID, FOUR (4) PAPER COPIES AND ONE (1) ELECTRONIC BID COPY (save as PDF on a CD or Flash Drive)

✓: COI – Proof of Insurance to be submitted with bid response. The actual certificate of insurance that meets County's requirements including naming the Kane County, as certificate holder and additional name insured shall be submitted before issuing of award and contract execution.

✓: OPIS Wholesale Low Racks price list for Chicago Market, dated October 11, 2019

Vendor/Agency: Mansfield Oil Company of Gainesville, Inc.

Address/City/State: 1025 Airport Parkway SW, Gainesville, GA 30501

Phone # 800-255-6699 Fax # 678-450-2242



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2015

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 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 XYZ Insurance Company	CONTACT NAME: PHONE (A/C, No, Ex): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED ABC Company	INSURER(S) AFFORDING COVERAGE INSURER A : AM Best A Rated Carrier INSURER B : AM Best A Rated Carrier INSURER C : AM Best A Rated Carrier INSURER D : INSURER E : INSURER F :	NAIC #

COVERAGES

CERTIFICATE NUMBER: 1738544639

REVISION NUMBER:

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	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/A	ABC123	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Job No./Event/Project
PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Kane
719 Batavia Ave., Bldg A
Geneva IL 60134

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

John R. Rothermel

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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
<div style="border: 1px solid black; width: 60%; margin: 0 auto; padding: 20px 0;">SAMPLE</div>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
EXAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

YOUR LETTERHEAD
1234 South Main Street
Geneva, IL 60134

CONTRACTOR DISLCOSURE

As of January 1, 2015, ABC Company , to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in ABC Company:

Mr. John Smith	50%
456 Second Street	
Geneva, IL 60134	

Ms. Sue Jones	50%
456 Second Street	
Geneva, IL 60134	

Officer
Title

Date

Subscribed and Sworn this ____ day of _____, 2015

Notary Public



1025 Airport Parkway, SW
Gainesville, GA 30501-6813

Contractor Disclosure

As of October 14, 2019 Mansfield Oil Company of Gainesville, Inc. to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official county wide in the last 12 month period.


Below is a list of Shareholders or owners with at least 5% holdings in Mansfield Oil Company of Gainesville, Inc.

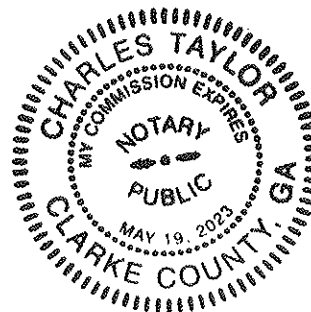
Mansfield Energy Corp 100%
1025 Airport Parkway SW
Gainesville, GA 30501

Michael F. Mansfield, Sr.
CEO Mansfield Oil Company of Gainesville, Inc.
Sole shareholder (voting stock) Mansfield Energy Corp
1025 Airport Parkway SW
Gainesville, GA 30501

Officer  Date 8/30/2018
Title Josh Epperson, Director of Government Services

Subscribed and Sworn this 14th day of October, 2019


Charles Taylor, Notary Public



Sec. 5-3003. Contracts for goods and services valued at more than \$30,000.

(a) As used in this Section, "familial relationshi " means an individual's father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiance or fiancée.

(b) A county may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor of goods or services to the county if the vendor, for contracts greater than \$30,000, fails to disclose to the county a familial relationship between a county elected official or county department director and any of the following individuals who have the authority to act on behalf of and with the power to bind the respective person, firm, corporation, association, agency, institution, or other legal entity: a corporate officer; a member of the corporate board of directors; a limited liability company manager; a member with management authority of a limited liability company; or a partner of a partnership.

(c) If a person, firm, corporation, association, agency, institution, or other legal entity seeking to contract with the county has a familial relationship required to be disclosed under subsection (b), then the contract may be approved or renewed by roll call vote of the county board following a recitation of the name of the county official and the nature of the familial relationship being disclosed.

(55 ILCS 5/6-31013 new)

Sec. 6-31013. Transitional audits.

(a) No later than 10 days after certification of the election results, the county board chairperson, county board president, or county executive shall notify newly elected countywide officials of the option for an auditor to conduct a transitional audit at the county's expense. An elected county auditor shall conduct the audit upon a request of the newly elected countywide official. In a county that does not have an elected county auditor, the newly elected countywide official may hire a qualified auditing firm. The county board shall pay all costs associated with an audit. The transitional audit shall examine funds expended by the official for whom the newly elected official is taking over and report if the expended funds were consistent with the county board's financial allocations to that official.

(b) A county board shall give the option for a transitional financial audit to all county officials elected in or after

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Theresa Dobersztyn, C.P.M., CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107



October 10, 2019

ADDENDUM 1

BID No. & Title: **45-018 GASOLINE**

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original bid document and they shall be taken into account in preparing the proposal and shall be part of the contract.

CLARIFICATIONS & CORRECTIONS

Q1. When is the award date?

A. ***The awarding of contract is anticipated to be on or about November 12, 2019 or as approved by the full Kane County Board.***

Q2. When is the first board meeting after the opening?

A. ***November 12, 2019.***

Q3. Will decision be made before or at the board meeting?

A. ***At the Kane County Board meeting.***

Q5. Have any addendums been released for this bid?

A. ***This is the only Addendum released.***

Q6. If we do not attend the bid opening, how and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?

A. ***Bid tabulation will be forwarded to vendor within 2 days after the opening.***

Q7. Will the County please provide for reference, BOLs & invoices from current Contractor(s)?

A. ***Reference Attachment.***

Q8. Will you accept ULSD priced off, of the ULSD posting instead of B5?

A. ***The County would like to utilize the Vendor's expertise and knowledge within the scope and or context of the services and pricing. If straight ULSD and B5 each would have their own posting and if this is true, then each fuel type should be price accordingly.***

Q9. Are bidders allowed to bid on just the transport deliveries?

A. *This contract is for fuel products with delivery as specified. The County is open to review and consider all cost options and submittals if they are in the best of Kane County. It is the intention of Kane County to award this contract to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserve the right to reject any alternate methods, solutions, products and cost offers. Contractor shall indicate if they are taking any exception to bid specifications.*

Bid due date is October 16, 2019 at 3 p.m., please confirm receipt of Addendum #1 and respond accordingly.

Sincerely,

Tim Keovongsak, CPPB

Buyer III

Kane County Purchasing Department

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

BATCH # 2019-4724
CK/DATE 10/15/19

INVOICE # 596789

SHIP TO:
KANE COUNTY DOT
#1 ONLY
41W011 BURLINGTON RD
SAINT CHARLES, IL 60175-8412

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 32483-03-596789
ORDER # 2019-003

BILL TO: KANE COUNTY
719 S BATAVIA AVE

GENEVA, IL 60134-3077

----- CONTROL # -----
596789

Tank #1

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	KLEMM TANK LIN	LEMONT, IL	337-714	09/19/2019	09/25/2019

B/L NO	DESCRIPTION	GROSS	NET	PRICE	AMOUNT
532970	ULSD#1 CLR	08:29	3501	2.167600	7,588.77
	FED EXC LUST GOVT TA			.001000	3.50
	ILLINOIS DIESEL TAX			.455000	1,592.96
	IL ENV AND UST FEE			.011000	38.51

DUE DATE 10/19/2019

AMOUNT DUE \$9,223.74

SPLIT W/337709
THIS IS A 50/50 SPLIT NO 2 & #1 CLEAR

Gary Voss
9-30-19

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.

ACCT # 300.520.520.63040
REQ # _____
P.O. # 2019-3 (BPO)
Proj/Item Fuel - Diesel, Winter Blend



OPIS End of Day | Gross

CHICAGO, IL

Prices for: 9/19/2019

Product	Average	Low	High
CHICAGO, IL			
GAS			
87RFG W/10%ETH	1.7165	1.6381	1.8235
AV GAS	3.2400	3.2400	3.2400
MID RFG W/10%ET	1.9562	1.8581	2.0935
NLD W/80% ETH	1.2900	1.2900	1.2900
NLD W/85% ETH	1.3601	1.3601	1.3601
PRM93 RFG 10%ET	2.3123	2.1516	2.4735
DIESEL			
PRM ULSD CLR	1.9940	1.9876	2.0004
ULS KERO CLR	2.1746	2.1746	2.1746
ULS KERO DYED	2.1796	2.1796	2.1796
ULSD CLEAR	1.9809	1.9450	2.0770
ULSD DYED	1.9897	1.9518	2.0800
ULSD PRM DYED	1.9980	1.9916	2.0044
ULSD WINTER	1.9915	1.9655	2.0346
ULSD WINTR DYED	1.9793	1.9793	1.9793
ULSD#1 CLR	2.4757	2.1746	2.7768
ULSD#1 DYED	2.4833	2.1796	2.7869

12823946
1000 8997LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT
NOT NEGOTIABLEFOR CHEMICAL EMERGENCY SPILL, LEAK, FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CCN 4886
SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignor in effect on the date of the issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs legally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below and intended for use in the U.S. is in compliance with the applicable standards for volatility in effect at the time of product transfer and has been added, except where otherwise noted.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

BOL NUMBER

532970

RECEIVED BY CARRIER PER:

RECEIVED AT DESTINATION

DRIVER

x SHERMAN HAYNES

CUSTOMER

SUPPLYING CITGO Petroleum Corp
TERMINAL: 135th St. & New Ave. Lemont, Illinois 60439

EPA #: 404481770 TCN #: T36IL3317

SPLC #: 381364
PLANT #: 1262TERMINAL 630.257.4582
PHONE NO:

D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED (GL)
X NA 1993	DIESEL FUEL	3	PGIII, 1 cargo tank	7001
DIESEL FUEL Total:				7001

CONSIGNEE: MANSFIELD OIL CO OF
(SOLD TO) GAINESVILLE -
GAINESVILLE, GA
305016813DESIGNEE: MANSFIELD OIL CO OF
(SHIP TO) GAINESVILLE - IL DEL, ILCARRIER: K A BULK TRANSPORT
LLC KLEMM TANK LINES
(DBA) GREEN BAY, WI
54313SUPPLIER: 9901-CITGO PETROLEUM CORP -
SHIPPER: 9903-CITGO PETROLEUM
UNBRANDED -

PO/CUST REF #:

CUSTOMER TYPE: UnBranded

SCAC: KLEQ

TAX LICENSE:

LOAD RACK: Bay 2

CUSTOMER DEST: 280206

CARRIER FEIN: 47-0922746

DRIVER CARD: 42643

LOAD START: 9/19/2019 08:20

CUSTOMER CARD: 280206

TRAILER: KLEQ019472

DRIVER NAME: SHERMAN HAYNES

LOAD END: 9/19/2019 08:29

CUSTOMER FEIN:

VAPOR ID:

FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
13900	MV UNDYED 15 PPM Sulfur #2 DF	3500	3445	32.7	95.03	0	0	2
8703	MV UNDYED 15 PPM SULFUR #1 DF	3501	3474	40.6	75.03	0	0	1
Distillates:		7001	6919					

1.15 ppm sulfur (maximum) Undyed Ultra-Low Sulfur #1 Diesel Fuel for use in all diesel vehicles and engines.
2.15 ppm sulfur (maximum) Undyed Ultra-Low Sulfur #2 Diesel Fuel. For use in all diesel vehicles and engines.

EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

GASOLINE...UN1203 (ALL GRADES) ETHANOL AND GASOLINE MIXTURE, GREATER THAN 10% ETHANOL...UN3475 DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED
FUEL OIL...NA1993 KEROSENE...UN1223 FUEL AVIATION...UN1863 (TURBINE ENGINE) DANGER! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED
ETHANOL...UN1170 (DENATURED ETHANOL) DANGER! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED. CANNOT BE MADE NON-TOXIC

POTENTIAL HAZARDS

FIRE OR EXPLOSION: HIGHLY FLAMMABLE; Will be easily ignited by heat, sparks or flames. Vapors may form explosive mixtures with air. Vapors may travel to source of ignition and flash back. Most vapors are heavier than air. They will spread along ground and collect in low or confined areas (sewers, basements, tanks). Vapor explosion hazard indoors, outdoors or in sewers. Runoff to sewer may create fire or explosion hazard. Containers may explode when heated. Many liquids are lighter than water.
HEALTH: Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.

PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

Isolate spill or leak area immediately for at least 25 to 50 meters (60 to 160 feet) in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Ventilate closed spaces before entering.

PROTECTIVE CLOTHING: Wear positive pressure self-contained breathing apparatus (SCBA). Structural firefighters' protective clothing will only provide limited protection.

EVACUATION: Large Spill: Consider initial downwind evacuation for at least 300 meters (1000 feet). FIRE: If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

EMERGENCY RESPONSE

FIRE: CAUTION: All of these products have a very low flash point. Use of water spray when fighting fire may be inefficient. Small Fires: Dry chemical, CO2, water spray or regular foam. Alcohol resistant foam is required for ethanol (Denatured Alcohol) and ethanol and gasoline mixtures. Large Fires: Water, spray, fog or foam. Do not use straight streams. Move containers from fire area if you can do it without risk. Fire involving Tank or Car / Trailer loads: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Cool containers with flooding quantities of water until well after fire is out. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. ALWAYS stay away from the ends of tanks. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.
SPILL OR LEAK: ELIMINATE all ignition sources (no smoking, flames, sparks or flames in immediate area). All equipment used when handling the product must be grounded. Do not touch or walk through spill until it is completely dry. If you can do it without risk, prevent entry into waterways, sewers, basements or confined areas. A Vapor suppressing foam may be used to reduce vapors. Absorb or cover with dry earth, sand or other non-combustible material. Transfer to containers. Use clean non-sparking tools to collect absorbed material. Large Spills: Dike far ahead of liquid spill for later disposal. Water spray may reduce vapor but may not prevent ignition by closed flames.

Rivera, Ava

From: Voss, Gary
Sent: Tuesday, September 17, 2019 8:38 AM
To: Rivera, Ava; Young, Ashley; Hopkinson, Kathleen
Cc: Edwards, Bill; Mathieu, Chet; Schramer, Bryan
Subject: Fuel Order

7000 gallons, 50/50 winter blend Diesel
For Tank #1
Delivery – Tomorrow 9/18, between 7am and 11am.

Thanks
GV

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

BATCH # 2019-4724
CK/DATE 10/15/19

INVOICE # 596747

SHIP TO:
KANE COUNTY DOT
GAS ONLY
41WC11 BURLINGTON RD
SAINT CHARLES, IL 60175-8412

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 32483-04-596747
ORDER # 2019-003

BILL TO: KANE COUNTY
719 S BATAVIA AVE

GENEVA, IL 60134-3077

----- CONTROL # -----
596747 Tank #3

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	KLEMM TANK LIN	LEMONT, IL	340-174	09/20/2019	09/25/2019

B/L NO	DESCRIPTION	GROSS	NET	PRICE	AMOUNT	
533459	87RFG W/10%ETH	11:31	7001	6930	1.793400	12,555.59
	FED EXC LUST GOVT TA				.001000	7.00
	IL ENV AND UST FEE				.011000	77.01
	ILLINOIS GAS TAX				.380000	2,660.38

DUE DATE 10/20/2019

AMOUNT DUE \$15,299.98

Samuel
9-30-19

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.

ACCT # 300.520.520.63040
REQ #
P.O. # 2019-3 (BPO)
Proj/Item Fuel - 57 RFG



OPIS End of Day | Gross

CHICAGO, IL

Prices for: 9/20/2019

Product	Average	Low	High
CHICAGO, IL			
GAS			
87RFG W/10%ETH	1.8300	1.7651	1.9295
AV GAS	3.2400	3.2400	3.2400
MID RFG W/10%ET	2.0699	1.9851	2.1995
NLD W/80% ETH	1.3595	1.3595	1.3595
NLD W/85% ETH	1.4005	1.4005	1.4005
PRM93 RFG 10%ET	2.4258	2.2786	2.5795
DIESEL			
PRM ULSD CLR	2.0242	2.0160	2.0323
ULS KERO CLR	2.2030	2.2030	2.2030
ULS KERO DYED	2.2080	2.2080	2.2080
ULSD CLEAR	2.0101	1.9700	2.1085
ULSD DYED	2.0155	1.9833	2.1115
ULSD PRM DYED	2.0282	2.0200	2.0363
ULSD WINTER	2.0238	1.9893	2.0715
ULSD WINTR DYED	2.0157	2.0157	2.0157
ULSD#1 CLR	2.5270	2.2030	2.8510
ULSD#1 DYED	2.5346	2.2080	2.8611

LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT

NOT NEGOTIABLE

FOR CHEMICAL EMERGENCY SPILL, LEAK, FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CGN 4886
SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignee in effect on the date of this issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs locally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below and intended for use in the U.S. is in compliance with the applicable standards for volatility in effect at the time of product transfer and has been adjusted, except where otherwise noted.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

BOL NUMBER

533459

RECEIVED BY CARRIER PER DRIVER

x PAWEŁ KOCUR

RECEIVED AT DESTINATION

CUSTOMER

SUPPLYING: CITGO Petroleum Corp EPA #: 404481770 TCN #: T36L3317 SPLC #: 381364 TERMINAL 630 257 4582
TERMINAL: 135th St & New Ave, Lemont, Illinois 60439 PLANT #: 1262 PHONE NO:

D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED (GL)
X UN 1203	Gasoline	3	PGII, 1 cargo tank	7001
Gasoline Total:				7001

CONSIGNEE: MANSFIELD OIL CO - (SOLD TO) GAINESVILLE, GA 30501	DESIGNEE: MANSFIELD OIL CO - IL (SHIP TO) DEL., IL	CARRIER: K A BULK TRANSPORT LLC KLEMA TANK LINES (OBA) GREEN BAY, WI 54313	SUPPLIER: 9901-CITGO PETROLEUM CORP - SHIPPER: 9903-CITGO PETROLEUM UNBRANDED -
POICUST REF #:	CUSTOMER TYPE: UnBranded	SCAC: KLEO	TAX LICENSE:
LOAD RACK: Bay 6	CUSTOMER DEST: 383371	CARRIER FEIN: 47-0922746	DRIVER CARD: 42285
LOAD START: 9/20/2019 11:23	CUSTOMER CARD: 383371	TRAILER: KLEO000485	DRIVER NAME: PAWEŁ KOCUR
LOAD END: 9/20/2019 11:31	CUSTOMER FEIN:		VAPOR ID:

FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
12132	GAS 87OCT RFG>=9.0 RVP10%ETH	7001	6930	61.1	74.99	87	0	1,2,3
	Gasoline:	6301	6236					
	Ethanol:	700	694					

1 THIS PRODUCT CONTAINS 10% ETHANOL. FURTHER ETHANOL BLENDING IS NOT ADVISED.

2 REFORMULATED GASOLINE, PHASE 2 - NON-VOC CONTROLLED. MIN/MAX STANDARDS: BENZENE 1.3 VOL. % MAX, CONTAINS 10 VOL. % DENATURED FUEL ETHANOL.

3 No assigned RINs Transferred by CITGO Petroleum Corp.

EMERGENCY RESPONSE, HEALTH and PHYSICAL HAZARDS

GASOLINE...UN1203 (ALL GRADES) ETHANOL AND GASOLINE MIXTURE, GREATER THAN 10% ETHANOL...UN3475 DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED)
FUEL OIL...NA1993 KEROSENE...UN1223 FUEL AVIATION...UN1863 (TURBINE ENGINE) DANGER! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED)
ETHANOL...UN1170 (DENATURED ETHANOL) DANGER! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED CANNOT BE MADE NON-TOXIC

POTENTIAL HAZARDS

FIRE OR EXPLOSION: HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks or flames. Vapors may form explosive mixtures with air. Vapors may travel to source of ignition and flash back. Most vapors are heavier than air. They will spread along ground and collect in low or confined areas (sewers, basements, tanks). Vapor explosion hazard indoors, outdoors or in sewers. Runoff to sewer may create fire or explosion hazard. Containers may explode when heated. Many liquids are lighter than water.

HEALTH: Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.

PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Ventilate closed spaces before entering.

PROTECTIVE CLOTHING: Wear positive pressure self-contained breathing apparatus (SCBA). Structural firefighters' protective clothing will only provide limited protection.

EVACUATION: Large Spill: Consider initial downwind evacuation for at least 300 meters (1000 feet). FIRE: If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

EMERGENCY RESPONSE

FIRE: CAUTION: All of these products have a very low flash point. Use of water spray when fighting fire may be inefficient. Small Fires: Dry chemical, CO2, water spray or regular foam. Alcohol resistant foam is required for ethanol (Denatured Alcohol) and ethanol and gasoline mixtures. Large Fires: Water, spray, fog or foam. Do not use straight streams. Move containers from fire area if you can do it without risk. Fire involving Tank or Car / Trailer loads: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Cool containers with flooding quantities of water until well after fire is out. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. ALWAYS stay away from the ends of tanks. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

SPILL OR LEAK: ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). All equipment used when handling the product must be grounded. Do not touch or walk through spill material. Stop leak if you can do it without risk. Prevent entry into waterways, sewers, basements or confined areas. A vapor suppressing foam may be used to reduce vapors. Absorb or cover with dry earth, sand or other non-combustible material, transfer to containers. Use clean non-sparking tools to collect absorbed material. Large Spills: Dike far ahead of liquid spill for later disposal. Water spray may reduce vapor; but may not prevent ignition in closed spaces.

FIRST AID: Move victim to fresh air. Call emergency medical care. Apply artificial respiration if victim is not breathing. Administer oxygen if breathing is difficult. Remove and isolate contaminated clothing and shoes. In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. Wash skin with soap and water. Keep victim warm and quiet. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

Print Time: 09/20/2019 11:32

Version: 1.0.0.9

Page 1 of 1

Rivera, Ava

Manofield Oil

From: Voss, Gary
Sent: Thursday, September 19, 2019 10:59 AM
To: Rivera, Ava; Hopkinson, Kathleen; Young, Ashley
Cc: Edwards, Bill; Mathieu, Chet; Schramer, Bryan
Subject: gasoline order

7000 gallons 87 oct gasoline

For tank # 3

Delivery – tomorrow, Friday between 7am and 12pm

Thanks

GV

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

INVOICE # 586691

SHIP TO:
KANE COUNTY SHERRIF'S OFFICE
ADULT CORRECTIONS
777 E FABAN PKWY
GENEVA, IL 60134-3198

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 32483-01-586691
ORDER # gary

BILL TO: KANE COUNTY
719 S BATAVIA AVE

GENEVA, IL 60134-3077

----- CONTROL # -----
586691

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	KLEMM TANK LIN	LEMONT, IL	329-595	09/10/2019	09/16/2019

B/L NO	DESCRIPTION	GROSS	NET	PRICE	AMOUNT
530042	87RFG W/10%ETH	12:43	8498	1.738500	14,773.77
	FED EXC LUST GOVT TA			.001000	8.50
	IL ENV AND UST FEE			.011000	93.48
	ILLINOIS GAS TAX			.380000	3,229.24
					=====
				AMOUNT DUE	\$18,104.99

DUE DATE 10/10/2019

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.



OPIS End of Day | Gross

CHICAGO, IL

Prices for: 9/10/2019

Product	Average	Low	High
CHICAGO, IL			
GAS			
87RFG W/10%ETH	1.7660	1.7102	1.8065
AV GAS	2.8500	2.8500	2.8500
MID RFG W/10%ET	2.0058	1.9302	2.1008
NLD W/80% ETH	1.3096	1.3096	1.3096
NLD W/85% ETH	1.3753	1.3753	1.3753
PRM93 RFG 10%ET	2.3618	2.2237	2.4565
DIESEL			
PRM ULSD CLR	1.7633	1.7614	1.7651
ULS KERO CLR	1.9483	1.9483	1.9483
ULS KERO DYED	1.9533	1.9533	1.9533
ULSD CLEAR	1.7737	1.7055	1.8900
ULSD DYED	1.7722	1.7105	1.8706
ULSD PRM DYED	1.7673	1.7654	1.7691
ULSD WINTER	1.7693	1.7559	1.7868
ULSD WINTR DYED	1.7702	1.7702	1.7702
ULSD#1 CLR	2.2484	1.9483	2.5485
ULSD#1 DYED	2.2560	1.9533	2.5586

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

INVOICE # 532649

SHIP TO:
KANE COUNTY SHERRIF'S OFFICE
ADULT CORRECTIONS
777 E FABAN PKWY
GENEVA, IL 60134-3198

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 32483-01-532649
ORDER # tbd

BILL TO: KANE COUNTY
719 S BATAVIA AVE

GENEVA, IL 60134-3077

----- CONTROL # -----
532649

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	KLEMM TANK LIN	LEMONT, IL	285-090	07/26/2019	07/30/2019

B/L NO	DESCRIPTION	GROSS	NET	PRICE	AMOUNT	
516185	87RFG W/10%ETH	08:08	8500	8381	1.971900	16,761.15
	FED EXC LUST GOVT TA				.001000	8.50
	IL ENV AND UST FEE				.011000	93.50
	ILLINOIS GAS TAX				.380000	3,230.00
						=====
DUE DATE 8/25/2019				AMOUNT DUE		\$20,093.15

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.



OPIS End of Day | Gross

CHICAGO, IL

Prices for: 7/26/2019

Product	Average	Low	High
CHICAGO, IL			
GAS			
87RFG W/10%ETH	2.0238	1.9436	2.0710
MID RFG W/10%ET	2.2702	2.1636	2.4410
NLD W/85% ETH	1.4617	1.4299	1.4934
PRM93 RFG 10%ET	2.6254	2.4871	2.7710
DIESEL			
PRM ULSD CLR	1.9110	1.9033	1.9186
ULS KERO CLR	2.1010	2.1010	2.1010
ULS KERO DYED	2.1060	2.1060	2.1060
ULSD CLEAR	1.8972	1.8615	1.9345
ULSD DYED	1.8968	1.8665	1.9380
ULSD PRM DYED	1.9150	1.9073	1.9226
ULSD WINTER	1.9164	1.8890	1.9451
ULSD WINTR DYED	1.9150	1.8940	1.9359
ULSD#1 CLR	2.4235	2.1010	2.5809
ULSD#1 DYED	2.4311	2.1060	2.5859

Bid Tabulation

40-018 GASOLINE									
WEDNESDAY, SEPTEMBER 5, 2018 @ 3 PM									
BASE BID	B. GENERATOR			B. GENERATOR			B. GENERATOR		
	#1) GASOLINE			#2) - B5			#3) Bio Diesel #2 - B5		
	REGULAR GASOLINE - Multi-Location City of Aurora, KDOT, and Sheriff	OPIS	\$2.0429	OPIS + Markup	MARKUP	TOTAL PRICE/GAL	OPIS	\$2.2712	OPIS + Markup
VENDOR		MARKUP					MARKUP		
		\$0.0283	\$2.0712	\$0.0058	\$2.2770		MARKUP		
		\$0.0212	\$2.0641	\$0.0353	\$2.3065		MARKUP		
		\$0.0750	\$2.1179	\$0.0750	\$2.3462		MARKUP		
		\$0.0490	\$2.0919	\$0.0690	\$2.3402		MARKUP		
Mansfield Oil Co - Gainesville, GA		\$0.0620	\$2.1049	\$0.0620	\$2.3332		MARKUP		
Petroleum Traders - Fort Wayne, IN		\$0.0269	\$2.0698	\$0.0344	\$2.3056		MARKUP		
Heritage Petroleum - Evansville, IN		\$0.0350	\$2.0779	\$0.0350	\$2.3062		MARKUP		
Blue Petroleum Inc. - Mundelein, IL									
Al Warren Oil Co - Hammond, IN									
Gas Depot - Morton Grove, IL									
Fecce Oil Co - Minooka, IL									

WAGGON DELIVERY - Aboveground Tank (FP)									
WAGGON DELIVERY - Generators & Airport (City of Aurora)									
VENDOR	#2) GASOLINE			#3) Bio Diesel #2 - B5			#4) GASOLINE		
	REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.0429	OPIS + Markup	MARKUP	TOTAL PRICE/GAL	REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
		MARKUP					REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
Mansfield Oil Co - Gainesville, GA		\$0.2646	\$2.3075	\$0.2486	\$2.5198		REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
Petroleum Traders - Fort Wayne, IN		\$0.4524	\$2.4953	\$0.5272	\$2.7984		REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
Heritage Petroleum - Evansville, IN		\$0.3500	\$2.3929	\$0.2500	\$2.5212		REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
Blue Petroleum Inc. - Mundelein, IL		\$0.1300	\$2.1729	\$0.1500	\$2.4212		REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
Al Warren Oil Co - Hammond, IN		\$0.4000	\$2.4429	\$0.4000	\$2.6712		REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
Gas Depot - Morton Grove, IL		\$0.2769	\$2.3198	\$0.3915	\$2.6627		REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712
Fecce Oil Co - Minooka, IL		\$0.1350	\$2.1779	\$0.1350	\$2.4062		REGULAR GASOLINE - TANK WAGON (Forest Preserve)	OPIS	\$2.2712

INTERGOVERNMENTAL UNITS

(A) GASOLINE									
(B) Bio Diesel Fuel #2 (B5)									
(C) 50% - 50% Winter Blend									
VENDOR	WAGGON DELIVERY (200 - 5000 GALLONS)			WAGGON DELIVERY (200 - 5000 GALLONS)			WAGGON DELIVERY (200 - 5000 GALLONS)		
	OPIS	\$2.0429	OPIS + Markup	OPIS	\$2.2712	OPIS + Markup	OPIS	\$2.2712	OPIS + Markup
		MARKUP		MARKUP			MARKUP		
Mansfield Oil Co - Gainesville, GA	\$0.2646	\$2.3275	\$0.0683	\$2.1112	\$0.2686	\$2.5398	\$0.0430	\$2.3142	\$0.3680
Petroleum Traders - Fort Wayne, IN	\$0.7800	\$2.8229	\$0.0212	\$2.0641	\$0.7800	\$3.0512	\$0.0353	\$2.3065	\$0.7800
Heritage Petroleum - Evansville, IN		No Bid	\$0.1050	\$2.1479		No Bid	\$0.1050	\$2.3762	
Blue Petroleum Inc. - Mundelein, IL	\$0.1300	\$2.1729	\$0.0490	\$2.0919	\$0.1500	\$2.4212	\$0.0690	\$2.3402	\$0.1500
Al Warren Oil Co - Hammond, IN		No Bid		No Bid		No Bid	No Bid		No Bid
Gas Depot - Morton Grove, IL	\$0.2769	\$2.3198	\$0.0269	\$2.0698	\$0.3915	\$2.6627	\$0.0344	\$2.3056	\$0.2919
Fecce Oil Co - Minooka, IL	\$0.2350	\$2.2779	\$0.0350	\$2.0779	\$0.2350	\$2.5062	\$0.0350	\$2.3062	\$0.2350

** Same OPIS report dated 8/31/2018 **

**CORPORATE RESOLUTION
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Josh Epperson, Director of Government Services, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Josh Epperson, in his capacity as Director of Government Services is hereby authorized to execute and any all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 22nd day of January, 2019

MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.

Michael Mansfield

By: _____

Michael Mansfield (Jan 23, 2019)

Name: Michael F. Mansfield, Sr.

Title: CEO and Sole Director

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co Atlanta 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508		CONTACT NAME: PHONE (A/C, No, Ext): 770-476-1770 FAX (A/C, No): 770-476-3651 E-MAIL ADDRESS:															
INSURED Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Agribusiness Ins. Co.</td> <td>28223</td> </tr> <tr> <td>INSURER B : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER E : Allied World Assurance Companies</td> <td>19489</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Agribusiness Ins. Co.	28223	INSURER B : Gemini Insurance Company	10833	INSURER C : Lexington Insurance Company	19437	INSURER D : Evanston Insurance Company	35378	INSURER E : Allied World Assurance Companies	19489	INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP119529A	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA9948			CPP119529A	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS			SEE BELOW			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC119529A	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
E	Pollution Liab - Claims Made			03059391	12/23/2017	12/23/2020	\$10,000,000 Ea Incident \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCESS AUTO LIABILITY:

-Insurer B - Policy #GVE100229301 - 07/01/2019 to 07/01/2020 - \$4,000,000 xs Primary

-Insurer C - Policy #015375502 - 07/01/2019 to 07/01/2020 - \$6,000,000 xs \$4,000,000

EXCESS GENERAL LIABILITY AND EMPLOYERS LIABILITY:

-Insurer C - Policy #015375502 - 07/01/2019 to 07/01/2020 - \$6,000,000 xs Primary

-Insurer D - Policy #MKLV4EUE100231 - 07/01/2019 to 07/01/2020 - \$4,000,000 xs \$6,000,000

CERTIFICATE HOLDER

CANCELLATION

Informational Use

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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SAFETY DATA SHEET

CITGO No. 2 Diesel Fuel, All Grades, Ultra Low Sulfur



Section 1. Identification

GHS product identifier : CITGO No. 2 Diesel Fuel, All Grades, Ultra Low Sulfur
Chemical name : Fuels, diesel, No 2
Synonyms : No. 2-D Grade Diesel Fuel Oil (defined by ASTM D-975); Treated or Refined Diesel Fuel No. 2; Grade 2 Distillate Fuel; Hydrodesulfurized Middle Distillate; C9-C16 Petroleum Hydrocarbons
Material uses : Fuel.
Code : Various

Supplier's details : CITGO Petroleum Corporation
P.O. Box 4689
Houston, TX 77210
sdsvend@citgo.com

Emergency telephone number (with hours of operation) : Technical Contact: (800) 248-4684
Medical Emergency: (832) 486-4700
CHEMTREC Emergency: (800) 424-9300
(United States Only)

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 3
ACUTE TOXICITY (inhalation) - Category 4
SKIN IRRITATION - Category 2
EYE IRRITATION - Category 2B
CARCINOGENICITY - Category 2
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (central nervous system (CNS)) - Category 2
ASPIRATION HAZARD - Category 1
AQUATIC HAZARD (LONG-TERM) - Category 2

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : Flammable liquid and vapor.
Harmful if inhaled.
Causes skin and eye irritation.
Suspected of causing cancer.
May be fatal if swallowed and enters airways.
May cause damage to organs through prolonged or repeated exposure. (central nervous system (CNS))
Toxic to aquatic life with long lasting effects.

Precautionary statements

General : Diesel engine exhaust can cause upper respiratory tract irritation and reversible pulmonary effects. Long-term exposure to diesel engine exhaust may cause cancer.
Do not syphon by mouth.

Section 2. Hazards identification

Prevention	: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves. Wear eye or face protection. Wear protective clothing. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating, lighting and all material-handling equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Do not breathe vapor. Wash hands thoroughly after handling.
Response	: Collect spillage. Get medical attention if you feel unwell. IF exposed or concerned: Get medical attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or physician if you feel unwell. IF SWALLOWED: Immediately call a POISON CENTER or physician. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.
Storage	: Store locked up. Store in a well-ventilated place. Keep cool.
Disposal	: Dispose of contents and container in accordance with all local, regional, national and international regulations.
Supplemental label elements	: Eliminate sources of ignition. Avoid spark promoters. Ground/bond container and receiving equipment. These alone may be insufficient to remove static electricity. Do not taste or swallow. Wash thoroughly after handling.
Hazards not otherwise classified	: Static accumulating flammable liquid can become electrostatically charged even in bonded and grounded equipment. Sparks may ignite liquid and vapor may cause flash fire or explosion. Causes digestive tract burns. Prolonged or repeated contact may dry skin and cause irritation.

Section 3. Composition/information on ingredients

Substance/mixture	: Substance
Chemical name	: Fuels, diesel, No 2
Other means of identification	: No. 2-D Grade Diesel Fuel Oil (defined by ASTM D-975); Treated or Refined Diesel Fuel No. 2; Grade 2 Distillate Fuel; Hydrodesulfurized Middle Distillate; C9-C16 Petroleum Hydrocarbons

CAS number/other identifiers

CAS number : 68476-34-6

Ingredient name	%	CAS number
Benzene, trimethyl-	1 - 5	25551-13-7
Naphthalene	0.5 - 1.5	91-20-3
biphenyl	0.5 - 1.5	92-52-4
Cumene	0.5 - 1.5	98-82-8
Xylene	0.5 - 1.5	1330-20-7
Ethylbenzene	0.5 - 1.5	100-41-4

* = Various ** = Mixture *** = Proprietary

Any concentration shown as a range is to protect confidentiality or is due to process variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- | | |
|--------------|---|
| Eye contact | : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention. |
| Inhalation | : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. |
| Skin contact | : Wash skin thoroughly with soap and water or use recognized skin cleanser. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse. |
| Ingestion | : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. |

Most important symptoms/effects, acute and delayed

Potential acute health effects

- | | |
|--------------|---|
| Eye contact | : Causes eye irritation. |
| Inhalation | : Harmful if inhaled. |
| Skin contact | : Causes skin irritation. Defatting to the skin. |
| Ingestion | : Corrosive to the digestive tract. Causes burns. May be fatal if swallowed and enters airways. |

Over-exposure signs/symptoms

- | | |
|--------------|---|
| Eye contact | : Adverse symptoms may include the following:
pain or irritation
watering
redness |
| Inhalation | : Repeated or prolonged overexposure to solvents can cause brain or other nervous system damage. The symptoms can include the loss of memory, the loss of intellectual capacity and the loss of coordination. |
| Skin contact | : Adverse symptoms may include the following:
irritation
redness
dryness
cracking |
| Ingestion | : Adverse symptoms may include the following:
stomach pains
nausea or vomiting |

Indication of immediate medical attention and special treatment needed, if necessary

- | | |
|---------------------|---|
| Notes to physician | : If ingested, this material presents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended. Consider activated charcoal and/or gastric lavage. If patient is obtunded, protect the airway by cuffed endotracheal intubation or by placement of the body in a Trendelenburg and left lateral decubitus position. |
| Specific treatments | : Treat symptomatically and supportively. |

Section 4. First aid measures

- Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that gas or vapor is still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media : Use caution when applying carbon dioxide in confined spaces.
SMALL FIRE: Steam, CO₂, dry chemical or inert gas (e.g., nitrogen). LARGE FIRE: Use foam, water fog or water spray. Water fog and spray are effective in cooling containers and adjacent structures. However, water can cause frothing and/or may not extinguish the fire. Water can be used to cool the external walls of vessels to prevent excessive pressure, ignition or explosion.
- Unsuitable extinguishing media : Do not use water jet.
- Specific hazards arising from the chemical : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. This product is a poor conductor of electricity and can become electrostatically charged. If sufficient charge is accumulated, ignition of flammable mixtures can occur. To reduce potential for static discharge, use proper bonding and grounding procedures. This liquid may accumulate static electricity when filling properly grounded containers. Static accumulation may be significantly increased by the presence of small quantities of water or other contaminants. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. This material is toxic to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.
- Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
Diesel engine exhaust
- Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
- Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Section 6. Accidental release measures

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not swallow. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container. Handling operations that can promote accumulation of static charges include but are not limited to: mixing, filtering, pumping at high flow rates, splash filling, creating mists or sprays, tank and container filling, tank cleaning, sampling, gauging, switch loading, vacuum truck operations. Restrict flow velocity according to API 2003 (2008), NFPA 77 (2007), and Laurence Britton, "Avoiding Static Ignition Hazards in Chemical Operations". To reduce potential for static discharge, ensure that all equipment is properly grounded and bonded and meets appropriate electrical classification requirements. Non equilibrium conditions may increase the fire hazard associated with this product. Always bond receiving containers to the fill pipe before and during loading. Always confirm that receiving container is properly grounded. Bonding and grounding alone may be inadequate to eliminate fire and explosion hazards. Carefully review operations that may increase the risks such as tank and container filling, tank cleaning, sampling, gauging, loading, filtering, mixing, agitation, etc. In addition to bonding and grounding, efforts to mitigate the hazards may include, but are not limited to, ventilation, inerting and/or reduction of transfer velocities. Always keep nozzle in contact with the container throughout the loading process. Do NOT fill any portable container in or on a vehicle.

Special precautions, such as reduced loading rates and increased monitoring, must be observed during "switch loading" operations (i.e., loading this material in tanks or shipping compartments that previously contained a dissimilar product).

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Bulk Storage Conditions: Maintain all storage tanks in accordance with applicable regulations. Use necessary controls to monitor tank inventories. Inspect all storage tanks on a periodic basis. Test tanks and associated piping for tightness. Maintain the automatic leak detection devices to assure proper working condition.

Head spaces in tanks and other containers may contain a mixture of air and vapor in the flammable range. Vapor may be ignited by static discharge. Storage area must meet OSHA requirements and applicable fire codes. Additional information regarding the design and control of hazards associated with the handling and storage of flammable and combustible liquids may be found in professional and industrial documents including, but not limited to, the National Fire Protection Association (NFPA) publications NFPA 30 ("Flammable and Combustible Liquid Code"), NFPA 77 ("Recommended Practice on Static Electricity") and the American Petroleum Institute (API) Recommended Practice 2003, ("Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents").

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Fuels, diesel, No 2

ACGIH TLV (United States, 2/2010).

Absorbed through skin.

TWA: 100 mg/m³, (measured as total hydrocarbons) 8 hours. Form: Total hydrocarbons

Benzene, trimethyl-

ACGIH TLV (United States, 3/2017).

TWA: 25 ppm 8 hours.

TWA: 123 mg/m³ 8 hours.

Naphthalene

ACGIH TLV (United States). Absorbed through skin.

STEL: 15 ppm 15 minutes.

ACGIH TLV (United States, 3/2017).

Absorbed through skin.

TWA: 10 ppm 8 hours.

TWA: 52 mg/m³ 8 hours.

NIOSH REL (United States, 10/2016).

TWA: 10 ppm 10 hours.

TWA: 50 mg/m³ 10 hours.

STEL: 15 ppm 15 minutes.

STEL: 75 mg/m³ 15 minutes.

OSHA PEL (United States, 6/2016).

TWA: 10 ppm 8 hours.

TWA: 50 mg/m³ 8 hours.

biphenyl

OSHA PEL Z2 (United States).

TWA: 0.2 ppm 8 hours.

ACGIH TLV (United States, 3/2017).

TWA: 0.2 ppm 8 hours.

TWA: 1.3 mg/m³ 8 hours.

NIOSH REL (United States, 10/2016).

TWA: 1 mg/m³ 10 hours.

TWA: 0.2 ppm 10 hours.

OSHA PEL (United States, 6/2016).

TWA: 0.2 ppm 8 hours.

Section 8. Exposure controls/personal protection

Cumene

NIOSH REL (United States, 10/2016).

Absorbed through skin.

TWA: 50 ppm 10 hours.

TWA: 245 mg/m³ 10 hours.

ACGIH TLV (United States, 3/2017).

TWA: 50 ppm 8 hours.

OSHA PEL (United States, 6/2016).

Absorbed through skin.

TWA: 50 ppm 8 hours.

TWA: 245 mg/m³ 8 hours.

Xylene

ACGIH TLV (United States, 3/2017).

TWA: 100 ppm 8 hours.

TWA: 434 mg/m³ 8 hours.

STEL: 150 ppm 15 minutes.

STEL: 651 mg/m³ 15 minutes.

OSHA PEL (United States, 6/2016).

TWA: 100 ppm 8 hours.

TWA: 435 mg/m³ 8 hours.

Ethylbenzene

ACGIH TLV (United States, 3/2017).

TWA: 20 ppm 8 hours.

NIOSH REL (United States, 10/2016).

TWA: 100 ppm 10 hours.

TWA: 435 mg/m³ 10 hours.

STEL: 125 ppm 15 minutes.

STEL: 545 mg/m³ 15 minutes.

OSHA PEL (United States, 6/2016).

TWA: 100 ppm 8 hours.

TWA: 435 mg/m³ 8 hours.

Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, vapor controls, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection

: Safety glasses equipped with side shields are recommended as minimum protection in industrial settings. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles. Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If inhalation hazards exist, a full-face respirator may be required instead.

Skin protection

Section 8. Exposure controls/personal protection

Hand protection	: Avoid skin contact with liquid. Chemical-resistant gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Recommended: Heavy duty, industrial grade chemically resistant gloves constructed of nitrile, neoprene, polyethylene, fluoroelastomer rubber or polyvinyl chloride as approved by glove manufacturer. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. Leather gloves are not protective for liquid contact.
Body protection	: Avoid skin contact with liquid. Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
Other skin protection	: Avoid skin contact with liquid. Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Leather boots are not protective for liquid contact.
Respiratory protection	: Avoid inhalation of gases, vapors, mists or dusts. Use a properly fitted, air-purifying or supplied-air respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If an air purifying respirator is appropriate, use one equipped with cartridges rated for organic vapors.

Section 9. Physical and chemical properties

Appearance

Physical state	: Liquid.
Color	: Not available.
Odor	: Characteristic.
pH	: Not available.
Melting point	: -30 to -18°C (-22 to -0.4°F)
Boiling point	: 282 to 338°C (539.6 to 640.4°F)
Flash point	: Closed cup: ≥52°C (≥125.6°F) [Pensky-Martens.]
Evaporation rate	: <1 (butyl acetate = 1)
Lower and upper explosive (flammable) limits	: Lower: 0.6% Upper: 6.5%
Vapor pressure	: 0.27 kPa (2 mm Hg) [room temperature]
Vapor density	: 5 [Air = 1]
Relative density	: 0.84
Density lbs/gal	: Estimated 7 lbs/gal
Density gm/cm ³	: 0.87 to 0.95 g/cm ³
Gravity, °API	: Estimated 37 @ 60 F
Solubility	: Very slightly soluble in the following materials: cold water.
Solubility in water	: 0.005 g/l
Partition coefficient: n-octanol/water	: >3.3
Auto-ignition temperature	: 254 to 285°C (489.2 to 545°F)
Flow time (ISO 2431)	: Not available.
Viscosity	: Kinematic (room temperature): 0.03 cm ² /s (3 cSt)
Conductivity	: <50 picosiemens/meter (unadditized)

Section 10. Stability and reactivity

Reactivity	: Not expected to be Explosive, Self-Reactive, Self-Heating, or an Organic Peroxide under US GHS Definition(s).
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas. Do not store with strong oxidizing agents.
Incompatible materials	: Reactive or incompatible with the following materials: oxidizing materials
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Benzene, trimethyl-Naphthalene biphenyl	LD50 Oral	Rat	8970 mg/kg	-
	LD50 Oral	Rat	490 mg/kg	-
	LD50 Dermal	Rabbit	>5010 mg/kg	-
	LD50 Oral	Rat	2140 mg/kg	-
Cumene	LC50 Inhalation Vapor	Mouse	10 g/m ³	7 hours
	LD50 Dermal	Rabbit	12300 uL/kg	-
	LD50 Oral	Rat	2.9 g/kg	-
	LD50 Oral	Rat	4000 mg/kg	-
Xylene	LC50 Inhalation Vapor	Rat	5000 ppm	4 hours
	LC50 Inhalation Vapor	Rat	6700 ppm	4 hours
	LD50 Oral	Mouse	2119 mg/kg	-
	LD50 Oral	Rat	4300 mg/kg	-
	LD50 Oral	Rat	4300 mg/kg	-
Ethylbenzene	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	-

Conclusion/Summary : No additional information.

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Benzene, trimethyl-Naphthalene biphenyl	Eyes - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Moderate irritant	Rabbit	-	24 hours 500 milligrams	-
Cumene	Skin - Mild irritant	Rabbit	-	495 milligrams	-
	Eyes - Mild irritant	Rabbit	-	100 milligrams	-
Xylene	Skin - Severe irritant	Rabbit	-	24 hours 500 microliters	-
	Eyes - Mild irritant	Rabbit	-	86 milligrams	-
Ethylbenzene	Skin - Mild irritant	Rabbit	-	24 hours 10 milligrams	-
	Skin - Mild irritant	Rat	-	8 hours 60 microliters	-

Section 11. Toxicological information

Ethylbenzene	Skin - Moderate irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Moderate irritant	Rabbit	-	100 Percent	-
	Skin - Mild irritant	Rabbit	-	24 hours 15 milligrams	-

Skin : No additional information.

Eyes : No additional information.

Respiratory : No additional information.

Sensitization

Not available.

Skin : No additional information.

Respiratory : No additional information.

Mutagenicity

Not available.

Conclusion/Summary : No additional information.

Carcinogenicity

Not available.

Conclusion/Summary : **Diesel exhaust particulate:** Lung tumor and lymphomas were identified in rats and mice exposed to unfiltered diesel fuel exhaust in chronic inhalation studies. Further, epidemiological studies have identified increase incidences of lung cancer in US railroad workers and bladder cancer in bus and truck drivers possibly associated with exposure to diesel engine exhaust. NTP has determined that exposure to diesel exhaust particulates, a complex mixture of combustion products of diesel fuel, is reasonably anticipated to be a human carcinogen. In addition, NIOSH has identified complete diesel exhaust as a potential carcinogen.

Classification

Product/ingredient name	OSHA	IARC	NTP
Fuels, diesel, No 2	-	3	-
Diesel exhaust particulate	-	1	Reasonably anticipated to be a human carcinogen.
Naphthalene	-	2B	Reasonably anticipated to be a human carcinogen.
Cumene	-	2B	Reasonably anticipated to be a human carcinogen.
Xylene	-	3	-
Ethylbenzene	-	2B	-

Reproductive toxicity

Not available.

Conclusion/Summary : No additional information.

Teratogenicity

Not available.

Conclusion/Summary : No additional information.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
Benzene, trimethyl-	Category 3	Not applicable.	Respiratory tract irritation and Narcotic effects
biphenyl	Category 3	Not applicable.	Respiratory tract irritation
Cumene	Category 3	Not applicable.	Respiratory tract irritation
Ethylbenzene	Category 3	Not applicable.	Respiratory tract irritation

Section 11. Toxicological information

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
Benzene, trimethyl-	Category 2	Not determined	central nervous system (CNS)
Xylene	Category 2	Not determined	hearing organs

Aspiration hazard

Name	Result
Benzene, trimethyl-	ASPIRATION HAZARD - Category 1
Cumene	ASPIRATION HAZARD - Category 1
Ethylbenzene	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Routes of entry anticipated: Dermal, Inhalation.

Potential acute health effects

Eye contact : Causes eye irritation.

Inhalation : Harmful if inhaled.

Skin contact : Causes skin irritation. Defatting to the skin.

Ingestion : Corrosive to the digestive tract. Causes burns. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:
pain or irritation
watering
redness

Inhalation : Repeated or prolonged overexposure to solvents can cause brain or other nervous system damage. The symptoms can include the loss of memory, the loss of intellectual capacity and the loss of coordination.

Skin contact : Adverse symptoms may include the following:
irritation
redness
dryness
cracking

Ingestion : Adverse symptoms may include the following:
stomach pains
nausea or vomiting

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : May cause damage to organs through prolonged or repeated exposure.

Carcinogenicity : Suspected of causing cancer. Risk of cancer depends on duration and level of exposure.

Section 11. Toxicological information

Teratogenicity : No known significant effects or critical hazards.
 Developmental effects : No known significant effects or critical hazards.
 Fertility effects : No known significant effects or critical hazards.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Benzene, trimethyl-	Acute LC50 5600 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
Naphthalene	Acute EC50 1.6 ppm Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 2350 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
	Acute LC50 213 µg/l Fresh water	Fish - Melanotaenia fluviatilis - Larvae	96 hours
biphenyl	Chronic NOEC 0.5 mg/l Marine water	Crustaceans - Uca pugnax - Adult	3 weeks
	Chronic NOEC 1.5 mg/l Fresh water	Fish - Oreochromis mossambicus	60 days
	Acute LC50 360 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 1450 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Chronic NOEC 0.17 mg/l Fresh water	Daphnia - Daphnia magna - Neonate	21 days
Cumene	Chronic NOEC 0.229 mg/l Fresh water	Fish - Oncorhynchus mykiss	87 days
	Acute EC50 2600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 7400 µg/l Fresh water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 10600 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
Xylene	Acute LC50 2700 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
	Acute EC50 90 mg/l Fresh water	Crustaceans - Cypris subglobosa	48 hours
	Acute LC50 8.5 ppm Marine water	Crustaceans - Palaemonetes pugio - Adult	48 hours
	Acute LC50 8500 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
	Acute LC50 15700 µg/l Fresh water	Fish - Lepomis macrochirus - Juvenile (Fledgling, Hatchling, Weanling)	96 hours
	Acute LC50 19000 µg/l Fresh water	Fish - Lepomis macrochirus	96 hours
	Acute LC50 13400 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Acute LC50 16940 µg/l Fresh water	Fish - Carassius auratus	96 hours
Ethylbenzene	Acute EC50 4600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 3600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 6530 µg/l Fresh water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 2930 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 4200 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours

Conclusion/Summary : Not available.

Persistence and degradability

Not available.

Conclusion/Summary : Not available.

Section 12. Ecological information

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Fuels, diesel, No 2	>3.3	-	low
Benzene, trimethyl-	3.4 to 3.8	-	low
Naphthalene	3.4	36.5 to 168	low
biphenyl	4.008	1900	high
Cumene	3.55	35.48	low
Xylene	3.12	8.1 to 25.9	low
Ethylbenzene	3.6	-	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.




Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

RCRA classification : D001, D018

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	NA1993	UN1202	UN1202
UN proper shipping name	Diesel Fuel	DIESEL FUEL	Diesel Fuel
Transport hazard class(es)	3 	3 	3 
Packing group	III	III	III
Environmental hazards	No.	No.	No.

Additional information

Section 14. Transport information

- DOT Classification** : This product may be re-classified as "Combustible Liquid," unless transported by vessel or aircraft. Non-bulk packages (less than or equal to 119 gal) of combustible liquids are not regulated as hazardous materials in package sizes less than the product reportable quantity.
Reportable quantity 11223.3 lbs / 5095.4 kg [1479.2 gal / 5599.3 L]. Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.
Limited quantity Yes.
Packaging instruction Exceptions: 150. Non-bulk: 203. Bulk: 242.
Quantity limitation Passenger aircraft/rail: 60 L. Cargo aircraft: 220 L.
Special provisions 144, B1, IB3, T4, TP1, TP29
Remarks 49 CFR 173.150 (f)(1) states that a flammable liquid with a flash point at or above 38°C (100°F) that does not meet the definition of any other hazard class may be reclassified as a combustible liquid. This provision does not apply to transportation by vessel or aircraft except where other means of transportation is impracticable.
- TDG Classification** : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3).
- IMDG** : **Emergency schedules** F-E, S-E
Special provisions 363
- IATA** : **Quantity limitation** Passenger and Cargo Aircraft: 60 L. Packaging instructions: 355. Cargo Aircraft Only: 220 L. Packaging instructions: 366. Limited Quantities - Passenger Aircraft: 10 L. Packaging instructions: Y344.
Special provisions A3
- Special precautions for user** : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.
- Transport in bulk according to Annex II of MARPOL and the IBC Code** : Not available.

Section 15. Regulatory information

- U.S. Federal regulations** : **United States inventory (TSCA 8b):** All components are listed or exempted.
Clean Water Act (CWA) 307: naphthalene; ethylbenzene; toluene; benzene
Clean Water Act (CWA) 311: naphthalene; xylene; ethylbenzene; toluene; benzene
 This material is classified as an oil under Section 311 of the Clean Water Act (CWA) and the Oil Pollution Act of 1990 (OPA). Discharges or spills which produce a visible sheen on waters of the United States, their adjoining shorelines, or into conduits leading to surface waters must be reported to the EPA's National Response Center at (800) 424-8802.

SARA 302/304

Composition/information on ingredients

- SARA 304 RQ** : Not applicable.

SARA 311/312

- Classification** : FLAMMABLE LIQUIDS - Category 3
 ACUTE TOXICITY (inhalation) - Category 4
 SKIN IRRITATION - Category 2
 EYE IRRITATION - Category 2B
 CARCINOGENICITY - Category 2
 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (central nervous system (CNS)) - Category 2
 ASPIRATION HAZARD - Category 1
 HNOC - Corrosive to digestive tract
 HNOC - Static-accumulating flammable liquid

Section 15. Regulatory information

Name	%	Classification
Fuels, diesel, No 2	>99	FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (inhalation) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2B CARCINOGENICITY - Category 2 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (central nervous system (CNS)) - Category 2 ASPIRATION HAZARD - Category 1 HNOC - Corrosive to digestive tract HNOC - Static-accumulating flammable liquid
Diesel exhaust particulate	1 - 5	CARCINOGENICITY (inhalation) - Category 2
Benzene, trimethyl-	1 - 5	FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (inhalation) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (central nervous system (CNS)) - Category 2 ASPIRATION HAZARD - Category 1
Naphthalene	0.5 - 1.5	FLAMMABLE SOLIDS - Category 2 ACUTE TOXICITY (oral) - Category 4 CARCINOGENICITY - Category 2
biphenyl	0.5 - 1.5	SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
Cumene	0.5 - 1.5	FLAMMABLE LIQUIDS - Category 3 EYE IRRITATION - Category 2A CARCINOGENICITY (inhalation) - Category 2 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 ASPIRATION HAZARD - Category 1
Xylene	0.5 - 1.5	FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (inhalation) - Category 4 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 2
Ethylbenzene	0.5 - 1.5	FLAMMABLE LIQUIDS - Category 2 SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A CARCINOGENICITY (inhalation) - Category 2 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3 ASPIRATION HAZARD - Category 1

SARA 313

	Product name	CAS number	%
Form R - Reporting requirements	naphthalene	91-20-3	<1
	ethylbenzene	100-41-4	<1
Supplier notification	naphthalene	91-20-3	<1
	ethylbenzene	100-41-4	<1

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

State regulations

Regulations in the

The following components are listed: ethylbenzene, trimethylbenzene

Section 15. Regulatory information

- New York : The following components are listed: Naphthalene; Cumene; Benzene, 1-methylethyl-; Ethylbenzene
- New Jersey : The following components are listed: ETHYLTOLUENES; BENZENE, ETHYLMETHYL-; TRIMETHYL BENZENE (mixed isomers); BENZENE, TRIMETHYL-; NAPHTHALENE; MOTH FLAKES; cumene; ethylbenzene
- Pennsylvania : The following components are listed: ethyltoluene; trimethylbenzene; NAPHTHALENE; cumene; ethylbenzene

California Prop. 65 Clear and Reasonable Warnings (2018)

⚠ WARNING: This product can expose you to Benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. This product can expose you to chemicals including Diesel exhaust particulate, Naphthalene, Cumene, Ethylbenzene, which are known to the State of California to cause cancer, and Toluene, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Ingredient name	%	Cancer	Reproductive	No significant risk level	Maximum acceptable dosage level
Diesel exhaust particulate	<3	Yes.	No.	-	-
naphthalene	<1	Yes.	No.	Yes.	-
cumene	<1	Yes.	No.	-	-
ethylbenzene	<1	Yes.	No.	Yes.	-
toluene	<0.1	No.	Yes.	-	Yes.
benzene	<0.1	Yes.	Yes.	Yes.	Yes.

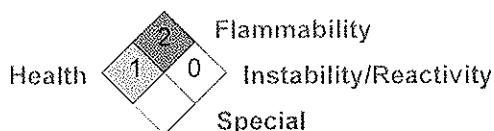
International regulations

Inventory list

- United States : All components are listed or exempted.
- Australia : All components are listed or exempted.
- Canada : All components are listed or exempted.
- China : All components are listed or exempted.
- Europe : All components are listed or exempted.
- Japan : **Japan inventory (ENCS):** All components are listed or exempted.
Japan inventory (ISHL): Not determined.
- Malaysia : Not determined.
- New Zealand : All components are listed or exempted.
- Philippines : All components are listed or exempted.
- Republic of Korea : All components are listed or exempted.
- Taiwan : Not determined.
- Thailand : Not determined.
- Turkey : Not determined.
- Viet Nam : Not determined.

Section 16. Other information

National Fire Protection Association (U.S.A.)



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Section 16. Other information

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 3	Expert judgment
ACUTE TOXICITY (inhalation) - Category 4	Expert judgment
SKIN IRRITATION - Category 2	Expert judgment
EYE IRRITATION - Category 2B	Expert judgment
CARCINOGENICITY - Category 2	Expert judgment
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (central nervous system (CNS)) - Category 2	Calculation method
ASPIRATION HAZARD - Category 1	Expert judgment
AQUATIC HAZARD (LONG-TERM) - Category 2	Expert judgment

History

Date of printing : 7/31/2018

Date of issue/Date of revision : 7/31/2018

Date of previous issue : 4/17/2018

Version : 5

Key to abbreviations : ATE = Acute Toxicity Estimate
 BCF = Bioconcentration Factor
 GHS = Globally Harmonized System of Classification and Labelling of Chemicals
 IATA = International Air Transport Association
 IBC = Intermediate Bulk Container
 IMDG = International Maritime Dangerous Goods
 LogPow = logarithm of the octanol/water partition coefficient
 MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
 UN = United Nations

References : Not available.

☑ Indicates information that has changed from previously issued version.

Notice to reader

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CITGO is a registered trademark of CITGO Petroleum Corporation

SAFETY DATA SHEET

CITGO Gasolines, All Grades Unleaded



Section 1. Identification

- GHS product identifier** : CITGO Gasolines, All Grades Unleaded
- Synonyms** : Unleaded Gasolines; Conventional Unleaded Gasoline with Ethanol; Unleaded Gasoline with Ethanol; Reformulated Unleaded Gasoline with Ethanol; Motor Gasolines; Petrol; Automobile Motor Fuels; Finished Gasolines; Gasoline, Regular Unleaded; Gasoline, Mid-grade Unleaded; Gasoline, Premium Unleaded; Reformulated Gasolines (RFG); Reformulated Motor Fuels; Oxygenated Motor Spirits; Gasoline, Regular Reformulated; Gasoline, Mid-grade Reformulated; Gasoline, Premium Reformulated; RBOB; GTAB; Arizona Clean Burning Gasoline (CBG); CARB Gasoline with Ethanol.
- Material uses** : Fuel.
- Code** : Various
- MSDS #** : UNLEAD
- Supplier's details** : CITGO Petroleum Corporation
P.O. Box 4689
Houston, TX 77210
sdsvend@citgo.com
- Emergency telephone number** : Technical Contact: (832) 486-4000
Medical Emergency: (832) 486-4700
CHEMTREC Emergency: (800) 424-9300
(United States Only)

Section 2. Hazards identification

- OSHA/HCS status** : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
- Classification of the substance or mixture** : FLAMMABLE LIQUIDS - Category 2
SKIN CORROSION/IRRITATION - Category 2
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 2B
GERM CELL MUTAGENICITY - Category 1B
CARCINOGENICITY - Category 1B
TOXIC TO REPRODUCTION [Fertility] - Category 2
TOXIC TO REPRODUCTION [Unborn child] - Category 2
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) [central nervous system (CNS)] - Category 2
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) [Respiratory tract irritation and Narcotic effects] - Category 3
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1
ASPIRATION HAZARD - Category 1

GHS label elements

Hazard pictograms



Signal word

: Danger

Hazard statements

: Highly flammable liquid and vapor.
Causes skin and eye irritation.
May cause genetic defects.
May cause cancer.
Suspected of damaging fertility or the unborn child.
May be fatal if swallowed and enters airways.
May cause damage to organs. (central nervous system (CNS))
May cause respiratory irritation.
May cause drowsiness and dizziness.

Section 2. Hazards identification

Causes damage to organs through prolonged or repeated exposure.

Precautionary statements

Prevention

: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use personal protective equipment as required. Wear protective gloves. Wear eye or face protection. Keep away from heat, sparks, open flames and hot surfaces. - No smoking. Use explosion-proof electrical, ventilating, lighting and all material-handling equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling.

Response

: Get medical attention if you feel unwell. IF exposed or if you feel unwell: Call a POISON CENTER or physician. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or physician if you feel unwell. IF SWALLOWED: Immediately call a POISON CENTER or physician. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. If skin irritation occurs: Get medical attention.

Storage

: Store locked up. Store in a well-ventilated place. Keep cool.

Disposal

: Dispose of contents and container in accordance with all local, regional, national and international regulations.

Supplemental label elements

: Avoid contact with skin and clothing. Wash thoroughly after handling.

Hazards not otherwise classified

: Prolonged or repeated contact may dry skin and cause irritation.

Section 3. Composition/information on ingredients

Substance/mixture

: Substance

Other means of identification

: Unleaded Gasolines; Conventional Unleaded Gasoline with Ethanol; Unleaded Gasoline with Ethanol; Reformulated Unleaded Gasoline with Ethanol; Motor Gasolines; Petrol; Automobile Motor Fuels; Finished Gasolines; Gasoline, Regular Unleaded; Gasoline, Mid-grade Unleaded; Gasoline, Premium Unleaded; Reformulated Gasolines (RFG); Reformulated Motor Fuels; Oxygenated Motor Spirits; Gasoline, Regular Reformulated; Gasoline, Mid-grade Reformulated; Gasoline, Premium Reformulated; RBOB; GTAB; Arizona Clean Burning Gasoline (CBG); CARB Gasoline with Ethanol.

Ingredient name	%	CAS number
Toluene	<20	108-88-3
Pentane, all isomers	<20	109-66-0
Xylenes, mixed isomers	<20	1330-20-7
Hexane, other isomers	<15	*
Heptane, all isomers	<15	142-82-5
Ethanol	0 - 10	64-17-5
Butane	0 - 10	106-97-8
Benzene	<4.9	71-43-2
Cumene	<4	98-82-8
Ethylbenzene	<4	100-41-4
n-Hexane	<3	110-54-3
Cyclohexane	<3	110-82-7
1,2,4-Trimethylbenzene	<2	95-63-8
Naphthalene	<2	91-20-3

* = Various

** = Mixture

*** = Proprietary

Any concentration shown as a range is to protect confidentiality or is due to process variation.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention. If necessary, call a poison center or physician.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that gas or vapor is still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Wash skin thoroughly with soap and water or use recognized skin cleanser. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Get medical attention. If necessary, call a poison center or physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute

Potential acute health effects

- Eye contact** : Causes eye irritation.
- Inhalation** : Can cause central nervous system (CNS) depression. May cause drowsiness and dizziness. May cause respiratory irritation. Breathing high concentrations can cause irregular heartbeats which can be fatal.
- Skin contact** : Causes skin irritation. Defatting to the skin.
- Ingestion** : Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways. Irritating to mouth, throat and stomach.

Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:
pain or irritation
watering
redness
- Inhalation** : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
Breathing high concentrations can cause irregular heartbeats which can be fatal.
- Skin contact** : Adverse symptoms may include the following:
irritation
redness
dryness
cracking
- Ingestion** : Adverse symptoms may include the following:
nausea or vomiting

Indication of immediate medical attention and special treatment needed, if necessary

Section 4. First aid measures

- Notes to physician** : This material (or a component) may sensitize the heart to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. If ingested, this material presents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended. Consider activated charcoal and/or gastric lavage. If patient is obtunded, protect the airway by cuffed endotracheal intubation or by placement of the body in a Trendelenburg and left lateral decubitus position.
- Specific treatments** : Treat symptomatically and supportively.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that gas or vapor is still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

- Specific hazards arising from the chemical** : Highly flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.
- Extinguishing media**
- Suitable extinguishing media** : Use dry chemical, carbon dioxide (CO₂), water spray (fog) or foam. SMALL FIRE: Steam, CO₂, dry chemical or inert gas (e.g., nitrogen). LARGE FIRE: Use foam, water fog or water spray. Water fog and spray are effective in cooling containers and adjacent structures. However, water can cause frothing and/or may not extinguish the fire. Water can be used to cool the external walls of vessels to prevent excessive pressure, ignition or explosion.
- Unsuitable extinguishing media** : Do not use water jet.
- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Section 6. Accidental release measures

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities.

Methods and materials for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Absorb with an inert material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Use only as a motor fuel. Do not syphon by mouth. Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not swallow. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container. Non equilibrium conditions may increase the fire hazard associated with this product. Always bond receiving containers to the fill pipe before and during loading. Always confirm that receiving container is properly grounded. Bonding and grounding alone may be inadequate to eliminate fire and explosion hazards. Carefully review operations that may increase the risks such as tank and container filling, tank cleaning, sampling, gauging, loading, filtering, mixing, agitation, etc. In addition to bonding and grounding, efforts to mitigate the hazards may include, but are not limited to, ventilation, inerting and/or reduction of transfer velocities. Always keep nozzle in contact with the container throughout the loading process. Do NOT fill any portable container in or on a vehicle.

Special precautions, such as reduced loading rates and increased monitoring, must be observed during "switch loading" operations (i.e., loading this material in tanks or shipping compartments that previously contained a dissimilar product).

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental

Section 7. Handling and storage

contamination.

Bulk Storage Conditions: Maintain all storage tanks in accordance with applicable regulations. Use necessary controls to monitor tank inventories. Inspect all storage tanks on a periodic basis. Test tanks and associated piping for tightness. Maintain the automatic leak detection devices to assure proper working condition.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Pentane, all isomers	ACGIH TLV (United States, 4/2014). TWA: 1000 ppm 8 hours. OSHA PEL (United States, 2/2013). TWA: 1000 ppm 8 hours. TWA: 2950 mg/m ³ 8 hours.
Toluene	OSHA PEL Z2 (United States, 2/2013). TWA: 200 ppm 8 hours. CEIL: 300 ppm AMP: 500 ppm 10 minutes. ACGIH TLV (United States, 4/2014). TWA: 20 ppm 8 hours.
Xylenes, mixed isomers	ACGIH TLV (United States, 4/2014). TWA: 100 ppm 8 hours. TWA: 434 mg/m ³ 8 hours. STEL: 150 ppm 15 minutes. STEL: 651 mg/m ³ 15 minutes. OSHA PEL (United States, 2/2013). TWA: 100 ppm 8 hours. TWA: 435 mg/m ³ 8 hours.
Hexane, other isomers	ACGIH (United States). TWA: 500 ppm 8 hours. STEL: 1000 ppm 15 minutes.
Heptane, all isomers	ACGIH TLV (United States, 4/2014). TWA: 400 ppm 8 hours. TWA: 1640 mg/m ³ 8 hours. STEL: 500 ppm 15 minutes. STEL: 2050 mg/m ³ 15 minutes. OSHA PEL (United States, 2/2013). TWA: 500 ppm 8 hours. TWA: 2000 mg/m ³ 8 hours.
Ethanol	ACGIH (United States). TWA: 1000 ppm 8 hours. OSHA (United States). TWA: 1000 ppm 8 hours. ACGIH TLV (United States, 4/2014). STEL: 1000 ppm 15 minutes. OSHA PEL (United States, 2/2013). TWA: 1000 ppm 8 hours. TWA: 1900 mg/m ³ 8 hours.
Butane	ACGIH (United States). TWA: 800 ppm 8 hours. ACGIH TLV (United States, 4/2014). STEL: 1000 ppm 15 minutes.
Benzene	ACGIH TLV (United States, 4/2014). Absorbed through skin. TWA: 0.5 ppm 8 hours. TWA: 1.6 mg/m ³ 8 hours. STEL: 2.5 ppm 15 minutes. STEL: 8 mg/m ³ 15 minutes.

Section 8. Exposure controls/personal protection

Cumene	<p>OSHA PEL (United States, 2/2013). TWA: 1 ppm 8 hours. STEL: 5 ppm 15 minutes. OSHA PEL Z2 (United States, 2/2013). TWA: 10 ppm 8 hours. CEIL: 25 ppm AMP: 50 ppm 10 minutes. ACGIH TLV (United States, 4/2014). TWA: 50 ppm 8 hours. OSHA PEL (United States, 2/2013). Absorbed through skin. TWA: 50 ppm 8 hours. TWA: 245 mg/m³ 8 hours. ACGIH TLV (United States, 4/2014). TWA: 20 ppm 8 hours. OSHA PEL (United States, 2/2013). TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. ACGIH TLV (United States, 4/2014). Absorbed through skin. TWA: 50 ppm 8 hours. OSHA PEL (United States, 2/2013). TWA: 500 ppm 8 hours. TWA: 1800 mg/m³ 8 hours. ACGIH TLV (United States, 4/2014). TWA: 100 ppm 8 hours. OSHA PEL (United States, 2/2013). TWA: 300 ppm 8 hours. TWA: 1050 mg/m³ 8 hours. ACGIH TLV (United States, 4/2014). TWA: 25 ppm 8 hours. TWA: 123 mg/m³ 8 hours. ACGIH (United States). Absorbed through skin. TWA: 10 ppm 8 hours. STEL: 15 ppm 15 minutes. OSHA (United States). TWA: 10 ppm 8 hours. ACGIH TLV (United States, 4/2014). Absorbed through skin. TWA: 10 ppm 8 hours. TWA: 52 mg/m³ 8 hours. OSHA PEL (United States, 2/2013). TWA: 10 ppm 8 hours. TWA: 50 mg/m³ 8 hours.</p>
Ethylbenzene	
n-Hexane	
Cyclohexane	
1,2,4-Trimethylbenzene	
Naphthalene	

Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, vapor controls, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Section 8. Exposure controls/personal protection

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety glasses equipped with side shields are recommended as minimum protection in industrial settings. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles. Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If inhalation hazards exist, a full-face respirator may be required instead.
- Skin protection**
- Hand protection** : Avoid skin contact with liquid. Chemical-resistant gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Recommended: Heavy duty, industrial grade chemically resistant gloves constructed of nitrile, neoprene, polyethylene, fluoroelastomer rubber or polyvinyl chloride as approved by glove manufacturer. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. Leather gloves are not protective for liquid contact.
- Body protection** : Avoid skin contact with liquid. Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Avoid skin contact with liquid. Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Leather boots are not protective for liquid contact.
- Respiratory protection** : Avoid inhalation of gases, vapors, mists or dusts. Use a properly fitted, air-purifying or supplied-air respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If an air purifying respirator is appropriate, use one equipped with cartridges rated for organic vapors.

Section 9. Physical and chemical properties

- Physical state** : Liquid.
- Color** : Transparent, clear to amber or red.
- Odor** : Pungent, characteristic gasoline.
- pH** : Not applicable
- Boiling point/boiling range** : 38 to 204°C (100.4 to 399.2°F)
- Flash point** : Closed cup: -43°C (-45.4°F) [Tagliabue [ASTM D-56]]
- Evaporation rate** : 7.5 (n-butyl acetate. = 1)
- Lower and upper explosive (flammable) limits** : Lower: 1.4%
Upper: 7.6%
- Vapor pressure** : 29.3 to 60 kPa (220 to 450 mm Hg) [room temperature]
- Vapor density** : 3 to 4 [Air = 1]
- Relative density** : 0.72 to 0.77
- Solubility** : Very slightly soluble in the following materials: cold water.
- Auto-ignition temperature** : 280°C (536°F)
- Viscosity** : Kinematic (room temperature): <0.01 cm²/s (<1 cSt)

Section 10. Stability and reactivity

- Reactivity** : Not expected to be Explosive, Self-Reactive, Self-Heating, or an Organic Peroxide under US GHS Definition(s).
- Chemical stability** : The product is stable.
- Possibility of hazardous reactions** : Under normal conditions of storage and use, hazardous reactions will not occur.
- Conditions to avoid** : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.
- Incompatible materials** : Reactive or incompatible with the following materials:
oxidizing materials
- Hazardous decomposition products** : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Toluene	LC50 Inhalation Vapor	Rat	>20 mg/l	4 hours
	LD50 Dermal	Rabbit	12267 mg/kg	-
	LD50 Oral	Rat - Male	5580 mg/kg	-
	TDLo Oral	Rat	1000 mg/kg	-
Xylenes, mixed isomers	LC50 Inhalation Vapor	Rat	5000 ppm	4 hours
	LC50 Inhalation Vapor	Rat	6700 ppm	4 hours
	LD50 Oral	Mouse	2119 mg/kg	-
	LD50 Oral	Rat	4300 mg/kg	-
Hexane, other isomers	LD50 Oral	Rat	4300 mg/kg	-
	LC50 Inhalation Gas.	Rat	48000 ppm	4 hours
Heptane, all isomers	LD50 Dermal	Rabbit	>2000 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
Ethanol	LC50 Inhalation Vapor	Mouse	>40000 ppm	10 minutes
	LC50 Inhalation Vapor	Rat	124700 mg/m ³	4 hours
	LD50 Oral	Guinea pig	5560 mg/kg	-
	LD50 Oral	Rabbit	6300 mg/kg	-
Butane	LD50 Oral	Rat	7060 mg/kg	-
	LC50 Inhalation Vapor	Mouse	680000 mg/m ³	2 hours
	LC50 Inhalation Vapor	Rat	658000 mg/m ³	4 hours
Benzene	LC50 Inhalation Vapor	Rat	10000 ppm	7 hours
	LD50 Oral	Mammal - species unspecified	5700 mg/kg	-
	LD50 Oral	Mouse	4700 mg/kg	-
	LD50 Oral	Rat	6400 mg/kg	-
Cumene	LC50 Inhalation Vapor	Mouse	10 g/m ³	7 hours
	LD50 Dermal	Rabbit	12300 uL/kg	-
	LD50 Oral	Rat	2.9 g/kg	-
	LD50 Oral	Rat	4000 mg/kg	-
Ethylbenzene	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	-
n-Hexane	LC50 Inhalation Vapor	Rat	48000 ppm	4 hours
	LD50 Oral	Rat	15840 mg/kg	-
Cyclohexane	LC50 Inhalation Vapor	Mouse	70000 mg/m ³	2 hours
	LD50 Oral	Rat	6240 mg/kg	-
	LD50 Oral	Rat	12705 mg/kg	-

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1,2,4-Trimethylbenzene	LD50 Oral	Rat	>5000 mg/kg	-
	LDLo Oral	Rabbit	5500 mg/kg	-
	LC50 Inhalation Vapor	Rat	18000 mg/m ³	4 hours
	LD50 Oral	Mouse	6900 mg/kg	-
Naphthalene	LD50 Oral	Rat	5 g/kg	-
	LD50 Oral	Rat	490 mg/kg	-

Conclusion/Summary

Pentane, all isomers: Studies of pentane isomers in laboratory animals indicate exposure to extremely high levels (roughly 10 vol.%) may induce cardiac arrhythmias (irregular heartbeats) which may be serious or fatal.

Toluene: Deliberate inhalation of toluene at high concentrations (e.g., glue sniffing and solvent abuse) can cause CNS depression, cardiac arrhythmias and death.

Xylenes, mixed isomers: Overexposure to xylene may cause upper respiratory tract irritation, headache, cyanosis, blood serum changes, CNS damage and narcosis. Effects may be increased by the use of alcoholic beverages. Evidence of liver and kidney impairment were reported in workers recovering from a gross over-exposure.

Heptane, all isomers: Heptane is a CNS depressant and narcosis at elevated concentrations.

Ethanol: Inhalation exposure to ethanol vapor at concentrations above applicable workplace exposure levels is expected to produce eye and mucus membrane irritation. Human exposure at concentrations from 1000 to 5000 ppm produced symptoms of narcosis, stupor and unconsciousness. Subjects exposed to ethanol vapor in concentrations between 500 and 10,000 ppm experienced coughing and smarting of the eyes and nose. At 15,000 ppm there was continuous lacrimation and coughing. While extensive acute and chronic effects can be expected with ethanol consumption, ingestion is not expected to be a significant route of exposure to this product.

Butane: Studies in laboratory animals indicate exposure to extremely high levels of butanes (1-10 or higher vol.% in air) may cause cardiac arrhythmias (irregular heartbeats) which may be serious or fatal.

Cumene: Overexposure to cumene may cause upper respiratory tract irritation and CNS depression.

n-Hexane: n-Hexane is a CNS depressant and narcosis at elevated concentrations.

Cyclohexane: Cyclohexane is a CNS depressant and narcosis at elevated concentrations.

Irritation/Corrosion

Product/Ingredient name	Result	Species	Score	Exposure	Observation
Toluene	Eyes - Mild irritant	Rabbit	-	0.5 minutes 100 milligrams	-
	Eyes - Mild irritant	Rabbit	-	870 Micrograms	-
	Skin - Mild irritant	Pig	-	24 hours 250 microliters	-
	Skin - Mild irritant	Rabbit	-	435 milligrams	-
	Skin - Moderate irritant	Rabbit	-	500 milligrams	-
Xylenes, mixed isomers	Skin - Mild irritant	Rat	-	8 hours 60 microliters	-
	Skin - Moderate irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Moderate irritant	Rabbit	-	100 Percent	-
Ethanol	Eyes - Mild irritant	Rabbit	-	24 hours 500 milligrams	-
	Eyes - Moderate irritant	Rabbit	-	0.066666667 minutes 100 milligrams	-
	Eyes - Moderate irritant	Rabbit	-	100 microliters	-
	Skin - Mild irritant	Rabbit	-	400 milligrams	-

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Benzene	Skin - Moderate irritant	Rabbit	-	24 hours 20 milligrams	-
	Eyes - Moderate irritant	Rabbit	-	88 milligrams	-
	Skin - Mild irritant	Rat	-	8 hours 60 microliters	-
Cumene	Skin - Mild irritant	Rabbit	-	24 hours 15 milligrams	-
	Eyes - Mild irritant	Rabbit	-	86 milligrams	-
	Skin - Mild irritant	Rabbit	-	24 hours 10 milligrams	-
Ethylbenzene	Skin - Mild irritant	Rabbit	-	24 hours 15 milligrams	-
n-Hexane	Eyes - Mild irritant	Rabbit	-	10 milligrams	-
1,2,4-Trimethylbenzene	Skin - Edema	Rabbit	3	-	-
Naphthalene	Skin - Mild irritant	Rabbit	-	495 milligrams	-

Skin : **Xylenes, mixed isomers:** May cause skin irritation.
Cyclohexane: Cyclohexane can cause eye, skin and mucous membrane irritation.

Eyes : **Xylenes, mixed isomers:** May cause eye irritation.

Respiratory : No additional information.

Sensitization

Skin : **Toluene:** Non-sensitizer to skin.

Respiratory : **Toluene:** Non-sensitizer to lungs.

Mutagenicity

Conclusion/Summary : **Heptane, all isomers:** n-heptane was not mutagenic in the Salmonella/microsome (Ames) assay.
Benzene: Some studies of workers exposed to benzene have shown an association with increased rates of chromosome aberrations in circulating lymphocytes.

Carcinogenicity

Product/ingredient name	Result	Species	Dose	Exposure
Benzene	Positive - Inhalation - TD	Rat - Female	-	-

Conclusion/Summary : **Ethanol:** IARC Monograph 96 (2010) identified Ethanol in alcoholic beverages as a Group 1 carcinogen.
Benzene: Studies of workers exposed to benzene show clear evidence that over-exposure can cause cancer of the blood forming organs (acute myelogenous leukemia) and aplastic anemia. Also, studies suggest over-exposure to benzene may be associated with other types of leukemia and other blood disorders. Studies in laboratory animals indicate that prolonged, repeated exposure to high levels of benzene vapor can cause bone marrow suppression and cancer in multiple organ systems.
Ethylbenzene: Findings from a 2-year inhalation study in rodents conducted by NTP were as follows: Effects were observed only at the highest exposure level (750 ppm). At this level the incidence of renal tumors was elevated in male rats (tubular carcinomas) and female rats (tubular adenomas). Also, the incidence of tumors was elevated in male mice (alveolar and bronchiolar carcinomas) and female mice (hepatocellular carcinomas). IARC has classified ethyl benzene as "possibly carcinogenic to humans" (Group 2B).
Cumene: Studies in laboratory animals indicate evidence of adverse effects on the kidney and adrenal glands following high level exposure. The relevance of these findings to humans is not clear at this time. IARC has classified cumene as "possibly carcinogenic to humans" (Group 2B). In addition, NTP has determined cumene is reasonably anticipated to be a human carcinogen based on sufficient evidence of carcinogenicity from studies in experimental animals.

Classification

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Product/ingredient name	OSHA	IARC	NTP
Toluene	-	3	-
Xylenes, mixed isomers	-	3	-
Ethanol	-	1	-
Benzene	+	1	Known to be a human carcinogen.
Ethylbenzene	-	2B	-
Cumene	-	2B	Reasonably anticipated to be a human carcinogen.
Naphthalene	-	2B	Reasonably anticipated to be a human carcinogen.

Reproductive toxicity

Conclusion/Summary

Toluene: Case studies of persons abusing toluene suggest isolated incidences of adverse effects on the fetus including birth defects. Several studies of workers suggest long-term exposure may be related to small increases in spontaneous abortions and changes in some gonadotropic hormones. However, the weight of evidence does not indicate toluene is a reproductive hazard to humans. Studies in laboratory animals indicate some changes in reproductive organs following high levels of exposure, but no significant effects on mating performance or reproduction were observed. Case studies of persons abusing toluene suggest isolated incidences of adverse effects on the fetus including birth defects. Findings in laboratory animals were largely negative. Positive findings include small increases in minor skeletal and visceral malformations and developmental delays following very high levels of maternal exposure.

Benzene: One study of women workers exposed to benzene suggested a weak association with irregular menstruation. However, other studies of workers exposed to benzene have not demonstrated clear evidence of an effect on fertility or reproductive outcome in humans. Benzene can cross the placenta and affect the developing fetus. Cases of aplastic anemia have been reported in the offspring of persons severely over-exposed to benzene. Studies in laboratory animals show evidence of adverse effects on male reproductive organs following high levels of exposure but no significant effects on reproduction have been observed. Embryotoxicity has been reported in studies of laboratory animals but effects were limited to reduced fetal weight and skeletal variations.

Ethylbenzene: Studies in laboratory animals indicate limited evidence of renal malformations, resorptions, and developmental delays following high levels of maternal exposure. The relevance of these findings to humans is not clear at this time.

n-Hexane: In laboratory studies, prolonged exposure to elevated concentrations of n-hexane was associated with decreased sperm count and degenerative changes in the testicles of rats.

Teratogenicity

Product/ingredient name	Result	Species	Dose	Exposure
Benzene	Negative - Inhalation	Rat	-	-

Conclusion/Summary

: No additional information.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
Toluene	Category 3	Not applicable.	Narcotic effects
Pentane, all isomers	Category 3	Not applicable.	Narcotic effects
Hexane, other isomers	Category 3	Not applicable.	Narcotic effects
Heptane, all isomers	Category 3	Not applicable.	Narcotic effects
Ethanol	Category 3	Not applicable.	Respiratory tract irritation
Butane	Category 2	Not determined	central nervous system (CNS)
Cumene	Category 3	Not applicable.	Respiratory tract irritation
Ethylbenzene	Category 3	Not applicable.	Respiratory tract irritation
n-Hexane	Category 3	Not applicable.	Narcotic effects
Cyclohexane	Category 3	Not applicable.	Narcotic effects

Section 11. Toxicological information

1,2,4-Trimethylbenzene	Category 3	Not applicable.	Respiratory tract irritation
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Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
Toluene	Category 2	Inhalation	kidneys
Benzene	Category 1	Inhalation	blood system
n-Hexane	Category 2	Inhalation	peripheral nervous system

Aspiration hazard

Name	Result
CITGO Gasolines, All Grades Unleaded	ASPIRATION HAZARD - Category 1
Pentane, all isomers	ASPIRATION HAZARD - Category 1
Toluene	ASPIRATION HAZARD - Category 1
Hexane, other isomers	ASPIRATION HAZARD - Category 1
Heptane, all isomers	ASPIRATION HAZARD - Category 1
Benzene	ASPIRATION HAZARD - Category 1
Cumene	ASPIRATION HAZARD - Category 1
Ethylbenzene	ASPIRATION HAZARD - Category 1
n-Hexane	ASPIRATION HAZARD - Category 1
Cyclohexane	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal, Inhalation.

Potential acute health effects

Eye contact : Causes eye irritation.

Inhalation : Can cause central nervous system (CNS) depression. May cause drowsiness and dizziness. May cause respiratory irritation. Breathing high concentrations can cause irregular heartbeats which can be fatal.

Skin contact : Causes skin irritation. Defatting to the skin.

Ingestion : Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways. Irritating to mouth, throat and stomach.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:
pain or irritation
watering
redness

Inhalation : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
Breathing high concentrations can cause irregular heartbeats which can be fatal.

Skin contact : Adverse symptoms may include the following:
irritation
redness
dryness
cracking

Ingestion : Adverse symptoms may include the following:
nausea or vomiting

Potential chronic health effects

Section 11. Toxicological information

General	: Causes damage to organs through prolonged or repeated exposure. Prolonged or repeated contact can defat the skin and lead to irritation, cracking and/or dermatitis.
Carcinogenicity	: May cause cancer. Risk of cancer depends on duration and level of exposure.
Mutagenicity	: May cause genetic defects.
Teratogenicity	: Suspected of damaging the unborn child.
Developmental effects	: No known significant effects or critical hazards.
Fertility effects	: Suspected of damaging fertility.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Toluene	Acute EC50 433 ppm Marine water	Algae - Skeletonema costatum	96 hours
	Acute EC50 12500 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 11600 µg/l Fresh water	Crustaceans - Gammarus pseudolimnaeus - Adult	48 hours
	Acute EC50 6000 µg/l Fresh water	Daphnia - Daphnia magna - Juvenile (Fledgling, Hatchling, Weanling)	48 hours
	Acute LC50 5500 µg/l Fresh water	Fish - Oncorhynchus kisutch - Fry	96 hours
	Chronic NOEC 500000 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
Xylenes, mixed isomers	Chronic NOEC 1000 µg/l Fresh water	Daphnia - Daphnia magna	21 days
	Acute EC50 90 mg/l Fresh water	Crustaceans - Cypris subglobosa	48 hours
	Acute LC50 8.5 ppm Marine water	Crustaceans - Palaemonetes pugio - Adult	48 hours
	Acute LC50 8500 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
	Acute LC50 15700 µg/l Fresh water	Fish - Lepomis macrochirus - Juvenile (Fledgling, Hatchling, Weanling)	96 hours
	Acute LC50 19000 µg/l Fresh water	Fish - Lepomis macrochirus	96 hours
Heptane, all isomers	Acute LC50 13400 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Acute LC50 16940 µg/l Fresh water	Fish - Carassius auratus	96 hours
	Acute EC50 1.5 mg/l	Daphnia - Daphnia magna	48 hours
	Acute LC50 4 mg/l	Fish - Carassius auratus	24 hours
	Acute LC50 375000 µg/l Fresh water	Fish - Oreochromis mossambicus	96 hours
	Acute LC50 4924 ppm Fresh water	Fish - Gambusia affinis - Adult	96 hours
Ethanol	Acute EC50 17.921 mg/l Marine water	Algae - Ulva pertusa	96 hours
	Acute EC50 2000 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 25500 µg/l Marine water	Crustaceans - Artemia franciscana - Larvae	48 hours
	Acute LC50 42000 µg/l Fresh water	Fish - Oncorhynchus mykiss	4 days
	Chronic NOEC 4.995 mg/l Marine water	Algae - Ulva pertusa	96 hours
	Chronic NOEC 0.375 ul/L Fresh water	Fish - Gambusia holbrooki - Larvae	12 weeks
Benzene	Acute EC50 29000 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 1360000 µg/l Fresh water	Algae - Scenedesmus abundans	96 hours
	Acute EC50 9230 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 21000 µg/l Marine water	Crustaceans - Artemia salina - Nauplii	48 hours
	Acute LC50 5.28 ul/L Fresh water	Fish - Oncorhynchus gorbuscha - Fry	96 hours
	Chronic NOEC 1.5 to 5.4 ul/L Marine water	Fish - Morone saxatilis - Juvenile (Fledgling, Hatchling, Weanling)	4 weeks

Section 12. Ecological information

Cumene	Acute EC50 2600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 7400 µg/l Fresh water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 10600 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
Ethylbenzene	Acute LC50 2700 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
	Acute EC50 4600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 3600 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 2930 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 5200 µg/l Marine water	Crustaceans - Americamysis bahia	48 hours
	Acute LC50 4200 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
n-Hexane	Chronic NOEC 1000 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute LC50 2500 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Acute LC50 4530 µg/l Fresh water	Fish - Pimephales promelas	96 hours
Cyclohexane	Acute LC50 17000 µg/l Marine water	Crustaceans - Cancer magister - Zoea	48 hours
	Acute LC50 4910 µg/l Marine water	Crustaceans - Elasmopus pecteniscus - Adult	48 hours
	Acute LC50 7720 µg/l Fresh water	Fish - Pimephales promelas	96 hours
1,2,4-Trimethylbenzene	Acute LC50 22.4 mg/l Fresh water	Fish - Tilapia zillii	96 hours
	Acute EC50 1.6 ppm Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 2350 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
Naphthalene	Acute LC50 213 µg/l Fresh water	Fish - Melanotaenia fluviatilis - Larvae	96 hours
	Chronic NOEC 0.67 ppm Fresh water	Fish - Oncorhynchus kisutch	40 days

Conclusion/Summary : Not available.

Persistence and degradability

Conclusion/Summary : **Toluene**: Rapidly biodegradable in aerobic conditions.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Pentane, all isomers	3.45	171	low
Toluene	2.73	8.3	low
Xylenes, mixed isomers	3.12	8.1 to 25.9	low
Heptane, all isomers	4.66	552	high
Ethanol	-0.35	-	low
Butane	2.89	-	low
Benzene	2.13	4.27	low
Cumene	3.55	94.69	low
Ethylbenzene	3.6	-	low
n-Hexane	4	501.187	high
Cyclohexane	3.44	167	low
1,2,4-Trimethylbenzene	3.63	243	low
Naphthalene	3.4	36.5 to 168	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations





Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

RCRA classification : D001, D018

United States - RCRA Toxic hazardous waste "U" List

Ingredient	CAS #	Status	Reference number
Xylenes, mixed isomers	1330-20-7	Listed	U239
Toluene	108-88-3	Listed	U220
Benzene	71-43-2	Listed	U019
Cumene	98-82-8	Listed	U055
Cyclohexane	110-82-7	Listed	U056

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	UN1203	UN 1203	UN1203
UN proper shipping name	UN 1203, Gasoline, 3 PG II.	UN 1203, Gasoline, 3 PG II.	UN 1203, Gasoline, 3 PG II.
Transport hazard class(es)	3 	3  	3 
Packing group	II	II	II
Environmental hazards	Yes.	Yes.	Yes.
Additional information	<u>Packaging instruction</u> Passenger aircraft Quantity limitation: 5 L Cargo aircraft Quantity limitation: 60 L	-	Cargo Aircraft Only Quantity limitation: 60 L Limited Quantities - Passenger Aircraft Quantity limitation: 5 L

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Section 15. Regulatory information

U.S. Federal regulations : United States inventory (TSCA 8b): All components are listed or exempted.

Clean Water Act (CWA) 307: Toluene; Benzene; Ethylbenzene; Naphthalene

Clean Water Act (CWA) 311: Xylenes, mixed isomers; Toluene; Benzene; Ethylbenzene; Cyclohexane; Naphthalene

This material is classified as an oil under Section 311 of the Clean Water Act (CWA) and the Oil Pollution Act of 1990 (OPA). Discharges or spills which produce a visible sheen on waters of the United States, their adjoining shorelines, or into conduits leading to surface waters must be reported to the EPA's National Response Center at (800) 424-8802.

Clean Air Act (CAA) 112 regulated flammable substances: Pentane; Butane

SARA 302/304

Composition/information on ingredients

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Fire hazard
Immediate (acute) health hazard
Delayed (chronic) health hazard

Composition/information on Ingredients

Name	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Octanes, all isomers	Yes.	No.	No.	Yes.	No.
Pentane	Yes.	No.	No.	Yes.	No.
Toluene	Yes.	No.	No.	Yes.	Yes.
Hexane, other isomers	Yes.	No.	No.	Yes.	Yes.
Heptane	Yes.	No.	No.	Yes.	No.
Xylenes, mixed isomers	Yes.	No.	No.	Yes.	No.
Ethanol	Yes.	No.	No.	Yes.	Yes.
Butane	Yes.	Yes.	No.	Yes.	No.
Nonane, all isomers	Yes.	No.	No.	Yes.	No.
Benzene	Yes.	No.	No.	Yes.	Yes.
n-hexane	Yes.	No.	No.	Yes.	Yes.
Cumene	Yes.	No.	No.	Yes.	Yes.
Methylcyclohexane	Yes.	No.	No.	Yes.	No.
Trimethylbenzene, all isomers	Yes.	No.	No.	Yes.	Yes.
Ethylbenzene	Yes.	No.	No.	Yes.	Yes.
2,2,4-Trimethylpentane	Yes.	No.	No.	Yes.	No.
1,2,4-Trimethylbenzene	Yes.	No.	No.	Yes.	No.
Cyclohexane	Yes.	No.	No.	Yes.	No.
Cyclopentane	Yes.	No.	No.	Yes.	No.
Naphthalene	Yes.	No.	No.	Yes.	Yes.

SARA 313

	Product name	CAS number	%
Form R - Reporting requirements	Toluene	108-88-3	<20
	Xylenes, mixed isomers	1330-20-7	<20
	Benzene	71-43-2	<5
	Ethylbenzene	100-41-4	<4
	Cumene	98-82-8	<4
	n-Hexane	110-54-3	<3
	Cyclohexane	110-82-7	<3
	1,2,4-Trimethylbenzene	95-63-6	<2
	Naphthalene	91-20-3	<2



OPIS End of Day BIO | Gross

CHICAGO, IL

Prices for: 10/11/2019

Product	Average	Low	High	High
CHICAGO, IL				
DIESEL				
ULSD 11% BIO	1.9020	1.8664	1.9222	.8036
ULSD 11% BIO DY	1.9051	1.8714	1.9272	.9400
ULSD 15% BIO	1.8962	1.8664	1.9232	.1091
ULSD 15% BIO DY	1.9012	1.8714	1.9283	.5473
ULSD 2% BIO	1.8818	1.8733	1.8980	.5763
ULSD 2% BIO DYE	1.8845	1.8714	1.9030	.4520
ULSD 2%B WNTR	1.9008	1.9008	1.9008	
ULSD 20% BIO	1.8999	1.8664	1.9288	.9043
ULSD 20% BIO DY	1.9049	1.8714	1.9338	.8338
ULSD 5% BIO	1.8952	1.8664	1.9184	.2906
ULSD 5% BIO DYE	1.8925	1.8714	1.9152	.9695
ULSD 5%B WN CLR	1.9214	1.8939	1.9488	.9725
ULSD 5%B WN DYE	1.9058	1.9058	1.9058	.9083
ULSD B11% WN DY	1.8989	1.8989	1.8989	.9488
WN ULSD B11 CL	1.9271	1.8939	1.9622	.8989
				.8237
				.8338