

VILLAGE OF DOWNERS GROVE
Report for the Village
6/6/2023

SUBJECT:	SUBMITTED BY:
Purchase of Fuel from DuPage County Joint Fuel Purchase Contract	David Moody Assistant Director of Public Works - Operations

SYNOPSIS

A motion is requested to authorize the approval of a contract for the purchase of vehicle fuel from Al Warren Oil Co. of Hammond, IN in the amount of \$465,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY23 budget includes \$215,000 in the Fleet Services Fund for diesel fuel, and \$250,000 for unleaded fuel. So far in FY23, \$140,714.69 has been spent on fuel purchases, leaving \$324,285.31 remaining in the budget. Since this contract will cover FY23 and some of FY24, the remaining funds will be budgeted in FY24.

RECOMMENDATION

Approval on the June 6, 2023 consent agenda.

BACKGROUND

The Village purchases Gasoline – 87 Octane (unleaded), and Biodiesel – B20 (diesel) fuel for use in Village vehicles and equipment. Currently, staff attempts to solicit three quotes every time the Village needs to purchase fuel for the Village fleet. This process is challenging and time consuming for staff since the pricing of fuel changes daily.

On February 6, 2023, DuPage County issued an invitation to bid for the purchase of vehicle fuel. This contract combines the needs of DuPage County with multiple DuPage municipalities into a single bid in an effort to consolidate buying power. The County's most responsive low bidder for 87-Octane and B20 biodiesel, Al Warren Oil Co., submitted a bid price of a \$0.0450 markup on the OPIS gross wholesale price for the Low Chicago Rack Base published price for Gasoline – 87 Octane, and a bid price of a \$0.0450 markup for Biodiesel – B20.

A summary of the County's bid results for the Joint Fuel Purchase is shown in the table below.

Vendor	Al Warren Oil Co	Petroleum traders Corporation	Offen Petroleum	Campbell Transport LLC	Pilot Travel Centers LLC
ITEM	MARK-UP (+) or Discount (-) cents/gal	MARK-UP (+) or Discount (-) cents/gal	MARK-UP (+) or Discount (-) cents/gal	MARK-UP (+) or Discount (-) cents/gal	MARK-UP (+) or Discount (-) cents/gal
Gasoline - 87 Octane	\$0.0450	\$0.0595	\$0.0699	\$0.0757	\$0.0119
Biodiesel - B20	\$0.0450	\$0.0521	\$0.0625	\$0.0757	NO BID

ATTACHMENTS

DuPage County Joint Fuel Bid - Al Warren Oil Co. submittal



The County of DuPage
 Finance – Procurement, 3-400
 421 North County Farm Road
 Wheaton, Illinois 60187

**DU PAGE COUNTY
 NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before February 28, 2023, at 2:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: Gasoline and Diesel Fuel 23-011-FM Bid document, including specifications, may be obtained from the Finance Department by email at Valerie.calvente@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the Covid-19 crisis, here are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions and electronic signatures.
- 3) Bids do not have to be notarized before submission.

Date	Bid Event Activity
February 6, 2023	Legal Notice Advertisement Placed
February 14, 2023 4:00 p.m.	Questions due to Buyer via email: Valerie.calvente@dupageco.org
February 16, 2023 4:00 p.m.	Final Q&A Addendum Published
February 28, 2023 2:30 p.m.	Submittals Due to Finance Office

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SECTION 1 – PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
	<ol style="list-style-type: none"> 1. Original signed bid with one (1) PDF on Flash Drive 2. Bid Form Pricing 3. Bid Form Signature Page 4. Mandatory Form 5. W-9 6. Required Vendor Ethics Disclosure Statement 7. Joint Purchasing Agreement 8. References

AWARDED CONTRACTOR REQUIREMENTS	
Certificate of Insurance	Due within 15 days of Notice of Award
Awarded Vendor Questionnaire	Due within 60 days of Notice of Award https://mwv.dupageco.org/
Illinois Secretary of State Corporate/LLC Certificate of good standing for current year	Due within 15 days of Notice of Award http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6210 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
 - b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
 - c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
 - d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:**

- a) By the Bidder: Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.
 - b) By the County: The County may withdraw Bids at any time, for any reason, prior to execution of the Contract.
- 8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

- 9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.
- 10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.
- 12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade 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 bid 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 unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception
- 13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.
- 14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.
- 15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:
1. Evidence of collusion among Bidders.
 2. Lack of competency as revealed by either financial, experience, or equipment statements.
 3. Lack of responsibility as shown by past work.
 4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
- 16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.
- The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

19) **PREVAILING WAGE:** Prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor may apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at <https://www.dupageco.org/Finance/Procurement/1316/> or you may use your own format containing the same information with pre-approval by the Procurement Officer (submit sample with bid).

The Contractor is aware that Prevailing Wage Rates may apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds 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.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless the County, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to the County for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from the County, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as

determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) CONTRACT TERM AND RENEWAL

This contract shall be effective for a one-year (1) term period with a start date of 04/01/2023 and a completion date of 03/31/2024.

The contract shall be subject to three (3) additional one-year term period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

4) **SPLIT BIDS:** Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

5) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract.
- b) The Contractor fails to adequately perform the services set forth of this contract.
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

6) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

7) DELIVERY REQUIREMENTS:

All purchases must be delivered to the receiving dock, (address), or as otherwise specified by Buyer.

- a) Seller will notify Buyer if Seller is not able to fulfill the complete Purchase Order by the requested date in the stated quantities. Buyer will then determine whether the changes are acceptable or if the Purchase Order will be cancelled and issued to a different supplier.
- b) Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.

EXTENDED WARRANTY OPTIONS: Attach additional information, if available, to your bid submittal.

PAYMENTS: Separate invoices shall be required for each County of DuPage department and municipalities participating in the purchase.

CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

VENDOR QUESTIONNAIRE: In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors as to (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/01 et seq.) and (2) whether the vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self-certifying; if self-certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the requested information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award.

SECTION 5 – INSURANCE REQUIREMENTS

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance <ol style="list-style-type: none"> 1) An Additional Insured Endorsement as well as endorsements for: 2) Waiver of Subrogation and 3) Insurance is Primary and Non-Contributory to additional insured insurance coverage 	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: valerie.calvente@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

I. SCOPE

DuPage County ("County") is seeking a contractor to furnish and deliver Gasoline & Diesel Fuel for DuPage County Transportation, Public Works, Facilities Management, and the County's Municipal Partners. The bid will establish services rates and material mark-up and/or discount percentages that are all inclusive, i.e., no additional fuel surcharges, truck fees, delivery charges, blending charges, etc.

The following fuel shall be provided and delivered F.O.B. to the County's various locations and municipal partners.

- No Lead reformulated gasoline with ethanol (87 and 89 octane)
- Ultra-Low Sulfur Diesel (Grade 1 and Grade 2)
- Winter premium Additized diesel fuel
- Off-road diesel fuel (Red dyed)
- Biodiesel (2%, 5%, 11%, and 20% blends)

Octane Ratings and Grade

TYPE	MINIMUM OCTANE RATING OR GRADE
Regular Reformulated Gasoline w/ethanol	87
Midgrade Reformulated Gasoline w/ethanol	89 (May be a blend of 87 and 93 octane)
Ultra-Low Sulfur No. 2 Diesel Fuel	Minimum Cetane Rating: 45 Flash Point:130° F
Ultra-Low Sulfur No. 1 Diesel Fuel	Minimum Cetane Rating: 45 Flash Point:130° F
Winter Premium Additized Diesel Fuel	Cold Filter Plug Test To -20° F to -25° F
Bio-Diesel Blend 20% (B20) 11% (B11) 5% (B5) 2% (B2)	<ul style="list-style-type: none"> • Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel. Bio-Diesel must meet or exceed ATSM D-6751 standard for bio-diesel fuel. Contractor or supplier responsible for blending the fuel must have at least two (2) years of year-round experience blending soy biodiesel. • Biodiesel must be treated with an additive package giving the fuel the following characteristics – minimum CFPP of -20° F • De-icer agent that prevents water up to .01% by volume from freezing to a temperature of -45° F • Lubricity protection of 5,000+ on the Scuffing Load BOCLE test • Minimum of 45 Cetane rating • Detergent to clean fuel injectors and provide fuel stability more than 12 months
Red Dyed Off-Road Diesel No. 2	Minimum Cetane Rating: 45 Flash Point: 130° F

Contractor shall provide a list of fuel brands and fuel additive packages currently supplied. Upon request, contractor may change brand or package that meets the requirements specified herein. Change in fuel brand or fuel additive shall be approved by the County and municipalities prior to delivering fuel or fuel containing the additive package. The County reserves the right to reject any changes in fuel brand for fuel additives.

II. LOCATIONS

COUNTY

- DuPage County Division of Transportation
- DuPage County Facilities Management
- DuPage County Public Works (Green Valley and Knollwood locations)

MUNICIPALITIES

- DPC Airport
- Darien
- Downers Grove (Village)
- Elmhurst
- Glen Ellyn
- Hanover Park
- Hinsdale
- Lisle (Village)
- Lisle (Township)
- Lombard
- Naperville (18 different locations)
- Oakbrook
- Schaumburg
- Villa Park
- Westmont
- Wheaton
- West Chicago

III. QUALITY CONTROL

The Customer reserves the right to sample delivered fuel in any manner for quality control in any manner or testing purposes.

IV. VOLUME MEASURE

In all transactions of which these specifications are a part, a gallon is defined as a volume of 231 cubic inches at a standard temperature of sixty (60) degree Fahrenheit.

V. ADDITIONAL SERVICES

Contractor shall provide pre-winter audits on all above and below-ground tanks, to include the following at no additional charge.

- Provide a tank bottom sampler device, such as a Bacon Bomb, to check for presence of water and bacteria in the underground tanks using a sample from the bottom of each tank.

- Treating tank(s) found to contain bacteria with a biocide.
- Providing the County and municipalities with detailed copy of each site's tank audit, including site address, fill condition, amount of standing water in spill basket, presence of bacteria, fill cap tightness and list of recommendations.

VI. TAXES

DuPage County

DuPage County is exempt from payment of the taxes listed below. It is a requirement of this contract that the supplier / contractor does not charge these taxes. It will be the responsibility of the contractor to file appropriate paperwork for the refund of any taxes.

- Illinois Motor Fuel Tax: Gasoline
- Illinois Motor Fuel Tax: Diesel
- Illinois Underground Storage Tank Tax
- Environmental Impact Fee
- Illinois Retailer's Occupation Tax
- DuPage County Tax
- Federal Excise Tax

County Municipalities

Municipalities may or may not be exempt from payment of the taxes listed below. It is a requirement of this contract that the supplier / contractor confirm tax exempt status with the municipalities. The contractor shall be responsible to file appropriate paperwork for the refund of any taxes.

- Illinois Motor Fuel Tax: Gasoline
- Illinois Motor Fuel Tax: Diesel
- Illinois Underground Storage Tank Tax
- Environmental Impact Fee
- Illinois Retailer's Occupation Tax
- DuPage County Tax
- Federal Excise Tax

VII. DELIVERY

Delivery loads may vary, and contractor shall accommodate any delivery restrictions or requirements listed in the delivery location section of the County and each municipalities order form. For instance, DuPage County Facilities Management requires Biocide to be added to delivery shipment. Therefore, a separate line item shall be included on the ordering form.

Orders shall be placed by the County and municipalities via telephone or email. Deliveries shall be made within twenty-four (24) hours of placing an order. Should the contractor fail to deliver within twenty-four hours, the County and municipalities reserves the right to make necessary purchase elsewhere. In case of failure to deliver, additional cost of purchase shall be charged against the contractor by deducting the amount from any monies, which may be due or become due.

Tanks shall be dipped before and after each delivery to verify delivery load. The customer reserves the right to require authorized personnel be present.

Delivery vehicles must be compatible with the Stage II vapor recovery USTS.

The contractor shall agree to Saturday, Sunday and holidays delivery should an emergency exist. The purchasing representative reserves the right to declare that such a situation does indeed exist.

Awarded contractor shall be required, upon delivery, to pump fuel into the County's or municipalities storage tanks. It is the responsibility of awarded contractor to supply pumps, hoses, or whatever is needed to appropriately pump the fuels into the storage tanks.

Delivery Requirements

Location	Hours / Delivery Restrictions
City of Darien 1041 S. Frontage Road, Darien, IL 60561	Monday – Friday: 7:00 am – 3:00 pm (unless otherwise necessary) No Delivery Restrictions
Village of Downers Grove 5101 Walnut Avenue, Downers Grove, IL 60515	Monday – Friday: 7:00 am – 5:00 pm preferred, 24/7 & before/afterhours delivery acceptable with notification to and approval of Streets Superintendent No Delivery Restrictions
DuPage Airport Authority 1575 DuPage Drive, West Chicago, IL 60185	Monday – Friday: 7:00 am – 3:30 pm. Driver requires escort into restricted and fenced fuel arm.
DuPage County 1575 DuPage Drive, West Chicago, IL 60185 – Airport 200 N County Farm Road, Wheaton, IL 60187 – Division of Transportation 410 County Farm Road, Wheaton, IL 60187 – Facilities Management 11S175 Madison Street, Burr Ridge, IL 60517 – Public Works – Knollwood Facility 7900 S. Route 53, Woodridge, IL 60517 – Public Works – WGV Facility	Monday – Friday: 7:00 am – 3:30 pm. Driver requires escort into restricted and fenced fuel arm. Monday – Friday: 6:00 am – 2:30 pm No Delivery Restrictions Delivery hours: Monday – Friday: 24/7 Large above-ground tanks at SE side of building Max load: Typically, 7,500 gallons Monday – Friday: 7:00 am – 2:00 pm No Delivery Restrictions Monday – Friday: 7:00 am – 2:00 pm No Delivery Restrictions
City of Elmhurst 985 S. Riverside Drive, Elmhurst, IL 60126	Monday – Friday: 7:00 am – 3:00 pm Must be delivered by Pumper Truck

Location	Hours / Delivery Restrictions
Village of Glen Ellyn 30 S. Lambert Road, Glen Ellyn, IL 60137	Monday – Friday: 7:00 am – 3:00 pm No Delivery Restrictions
Village of Hanover Park 2041 W. Lake Street, Hanover Park, IL 60133	Monday – Friday: 7:00 am – 3:30 pm No Delivery Restrictions
Village of Hinsdale 225 Symonds Drive, Hinsdale, IL 60521	Monday – Friday: 7:00 am – 3:30 pm No Delivery Restrictions
Village of Lisle 4907 Yackley Avenue, Lisle, IL 60532 4719 Indiana Avenue, Lisle, IL 60532 – Lisle Township	Monday – Friday: TBD The Village accepts a maximum delivery of 8,000 gallons of product. The Village's delivery location can accommodate a standard gasoline delivery vehicle. Monday – Friday: 7:00 am – 2:30 pm No Delivery Restrictions
Village of Lombard 255 E. Wilson Avenue, Lombard, IL 60148	Monday – Friday: 7:00 am – 3:30 pm No Delivery Restrictions
City of Naperville 180 Fort Hill Drive, Naperville, IL 60540 400 Eagle Street – Indoor 400 Eagle Street – Outdoor Naperville, IL 60540 511 N. River Road, Naperville, IL 60540 1006 Whispering Hills, Naperville, IL 60540 1200 W. Ogden, Naperville, IL 60563	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tanker Delivery truck. Max load: 8,000-gallons Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon delivery truck. Max load: 100-gallons indoor tank / 150-gallons outdoor tank Monday – Friday: 7:00 am – 2:30 pm. Must have 24 HR notice to gain access to generator site. Must be delivered by Tank Wagon delivery. Max load: 200-gallons Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon delivery. Max load: 500-gallons Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 300-gallons

Location	Hours / Delivery Restrictions
1303 Clyde Drive, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Tank Wagon Delivery Required. Max load: 300-gallons
1350 Aurora Avenue, Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max Load: 1,500-gallons
1380 Aurora Avenue, Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max load: 3,000-gallon
1392 Aurora Avenue, Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Tanker delivery required. Max load: 8,000 Gallons
1392 Aurora Avenue – Indoor 1392 Aurora Avenue – Outdoor Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max Load: 100-gallons indoor tank / 150-gallons outdoor tank
1593 Naper Boulevard, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 500-gallons
1608 Diehl Road, Naperville, IL 60563	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 350-gallons
1699 Ranchview Drive, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 500-gallons
1800 S. Washington Street, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 1,000-gallons
1870 E. 111 th Street, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 250-gallons
2812 W. 103 rd Street, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 300-gallons
3620 Plainfield-Naperville Road, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max load: 300-gallons

Location	Hours / Delivery Restrictions
3816 Naper-Plainfield Road, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max load: 1,800-gallons
Village of Oak Brook 3003 Jorie Boulevard, Oak Brook, IL 60523	Monday – Friday: 8:00 am – 2:00 pm No Delivery Restrictions
Village of Schaumburg 714 S. Plum Grove Road, Schaumburg, IL 60193	Monday – Friday: 8:00 am – 3:00 pm Max load: 8,500-gallons of Unleaded or 7,500-gallons of Diesel
Village of Villa Park 100 W. Home Avenue, Villa Park, IL 60181	Monday – Friday: 7:30 am – 3:00 pm No Delivery Restrictions
Village of West Chicago 135 W. Grand Lake Boulevard, West Chicago, IL 60185	Monday – Friday: 7:00 am – 3:00 pm No Delivery Restrictions
Village of Westmont 6015 S. Cass Avenue, Westmont, IL 60559	Monday – Friday: TBD No Delivery Restrictions
City of Wheaton 821 W. Liberty Drive, Wheaton, IL 60187	Monday – Friday: 7:00 am – 3:00 pm No Delivery Restrictions

VIII. SPILLAGE AND CLEAN-UP

The contractor shall be responsible for spillage, which may occur during transit, loading or unloading operations.

- Contractor shall immediately report any spillage to the County and municipalities and clean-up the spillage within twenty-four (24) hours of the time of spillage, or other time as specified by County and municipalities.
- Clean-up shall be performed in accordance with EPA and the State of Illinois guidelines and requirements. Failure to do so will initiate corrective action and charge back to the contractor any costs incurred.
- The County and municipalities reserve the right to deny delivery vehicles that are leaking fuel or other hazardous materials access. The contractor will be notified of any denied access and shall make delivery within one (1) working day of notification.

IX. MATERIAL SAFETY DATA SHEETS

Contractor shall supply a copy of all applicable Material Data Safety Sheets to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200 or the most recent update for items purchased.

Physical and Chemical Properties

All fuel shall meet current State of Illinois and EPA specifications in effect at time of delivery for on-highway use fuel. This includes, but is not limited to, State of Illinois requirements for biodiesel and Federal requirements for Ultra Low Sulfur Diesel and E-85 Ethanol.

- Gasoline – Gasoline shall meet current ASTM D4814 standards. Ethanol shall meet current ASTM D4806 standards. Blending must meet the property limits set forth in ASTM D5798 Standard Specification for Fuel Ethanol (Ed75-Ed-85) for Automotive Spark - Ignition Engines. Fuel quality standards for regular grade unleaded is 87 octane RFG Ethanol (10%) to be measured by Road Octane Rating (research octane plus motor octane divided by 2); lead 0:01 grams per gallon; 62 API gravity. Gasoline shall meet the provisions of the “Federal Clean Air Act” effective January 1, 1995, and any other subsequent revisions as amended.
- Ultra-Low Sulfur Diesel (“ULSD”) shall comply with the ANSI/ASTM Standard Specifications D4814 92A, or the latest revision thereof, and must meet all federal and state standards in place at the time of delivery. All necessary ULSD injector related lubricity additives are to be added at the fuel terminal prior to delivery. Any No. 1 diesel added to ULSD during the winter driving season must be rated as No. 1 ULSD road diesel.
- Biodiesel – All biodiesel must meet the ASTM D6751 standard, and any Biofuels used in the Biodiesel product must be new, virgin soybean-based Soy Methyl Esters (“SME”), with no exceptions. The use of any animal fat based or used bio stock is not accepted. All ultra-low sulfur diesel must meet the ASTM D975 standards.
- The gasoline and diesel fuel must be free of any suspended materials and any trace of water.

Bids shall be accompanied by ASTM specifications of products quoted, including the brand and trade name under which it is sold, if this is applicable to the supplier.

Products quoted shall be the same normally sold by the contractor. All tests shall be conducted according to the most current ASTM methods. In addition, for winter diesel blend fuel the following additives must be present:

- Anti-gel Additive
- Cold flow improvers shall be added to reduce the cloud point and pour point based on Low Temperature Flow Test (“LTFT”) and ASTM D-4539. Each bidder shall state the lower cloud point and pour point based on the LTFT test, if available.
- The above additives listed shall have been tested and in use for a minimum of two years in a blending program that has been proven to perform with other customers. Please list these customers on the reference sheet.

The fuel supplier shall provide a program that includes checking for water in the fuel system at each bulk delivery and evacuating any water when necessary.

X. QUANTITIES

Quantities listed are approximate amounts based on normal usage for a one (1) year period. The County or municipalities shall not be obligated to buy exact quantities listed. All orders will be issued on an “as needed” basis. Max load is not an indication the County and municipalities will require at the time of ordering / delivery and will vary.

XI. PAYMENT AND INVOICING

- Contractor shall submit invoices in duplicate, accompanied by the supplier's Original and Signed delivery ticket. Invoices shall reference the Contract number assigned to that location which delivery is made.
- The figure submitted shall include the amount it is subtracted or added from the Low Chicago Rack Base Published price from Oil Price Information Service (“OPIS”) on date of delivery.
- When invoicing, a copy of the Low Chicago Rack Base OPIS published price list shall be included on day of delivery and included with each invoice, and price used highlighted.

Bid Award Criteria

The County and each municipality may award contracts separately, awards may be issued by group, category or to take the lowest average of both, or award individual bids to more than one contractor if it is deemed to be in the best interest of the municipality.

XII. PRICING

Fuel bid prices shall be stated as a percentage (%) mark-up (+) or discount (-) the OPIS gross wholesale price for the Low Chicago Rack Base published price. Contractor agrees to furnish a price sheet verifying the Rack Price on delivery date from supplier with each invoice. Pricing shall be inclusive. No additional fuel surcharges, truck fees or charges are allowed. No increase shall be permitted for overhead, labor, profit, or transportation delivery to destination during the term of the contract. Pricing shall include F.O.B. destination.

Listed below are requirements of DuPage County departments and municipalities. Pricing shall include requirements.

- DuPage County Facilities Management requires Biocide added to shipment. Awarded contractor shall include a separate line item in Bid Form Pricing listed as price per gallon for biocide additive.
- Cetane shall be a minimum rating of 45.
- DuPage County Division of Transportation and municipalities may want to change the blend ratios based on predicted temperatures. There shall be no additional blending fees. Pricing shall be based on the appropriate quantities of the blend requested.

DuPage County Joint Fuel Purchase

Order Form

Note: Complete one (1) form per location

Contact Information:

Municipality: Village

Contact Name: John Doe

Contact Email Address: John.Doe@village.gov

Billing Address: 123 Main Street, Anytown, IL 00000

Delivery Address: 456 Main Street, Anytown, IL 00000

Delivery Hours: M-F 8:00 AM to 3:00 PM

Delivery Restrictions: Max load 8,500 gals of Unleaded or 7,500 gals of diesel
(Truck size, Max load size etc...)

Fuel Information:

Fuel Type	Estimated yearly Qty	Tank Capacity	Above/Below Ground Tank	Blend Ratio
Gasoline – 87 Octane	150,000 Gals	Two 10,000 Gal Tanks	Below	100%
Gasoline – 89 Octane				100%
ULSD #1				100%
ULSD #2	65,000 Gals	One 10,000-Gal tank	Below	100%
ULSD + Winter Additive				100%
ULSD Blended				% #1 / % #2
Biodiesel				B2 B5 B11 B20
Off-road Diesel				100%
Biocide Additive				

SECTION 7 - BID FORM PRICING

Contractor shall provide price added to the OPIS LOW Chicago Rack Base Published price list for January 15, 2023.

Cetane requires a minimum rating of 45, price shall include any percent mark-up/discount.

NO.	ITEM	UOM	QTY	OPIS PRICE	MARK-UP (+) or DISCOUNT (-) %	UNIT PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819,457	\$ 2.2887	+ .045 %	\$ 2.3337	\$ 1,912,366.80
2	Gasoline - 89 Octane*	GAL	558,000	\$ 2.5167	< .0165 %	\$ 2.5002	\$ 1,395,111.60
3	Ultra-Low Sulfur Diesel #1**	GAL	16,458	\$ 3.9798	+ .2000 %	\$ 4.1798	\$ 68,791.15
4	Ultra-Low Sulfur Diesel #2**	GAL	337,500	\$ 2.9585	+ .0450 %	\$ 3.0035	\$ 1,013,681.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97,500	\$ 3.0021	+ .0450 %	\$ 3.0471	\$ 297,090.25
6	Ultra-Low Sulfur Diesel Blended ^{80/20}	GAL	61,000	\$ 3.1628	+ .0450 %	\$ 3.2078	\$ 195,675.80
7	Biodiesel - B2	GAL	88,600	\$ 2.9555	+ .0450 %	\$ 3.0005	\$ 265,844.30
8	Biodiesel - B5	GAL	165,462	\$ 2.9530	+ .0450 %	\$ 2.9980	\$ 496,055.08
9	Biodiesel - B11	GAL	15,000	\$ 2.9640	+ .0450 %	\$ 3.0090	\$ 45,135.00
10	Biodiesel - B20	GAL	60,000	\$ 2.9855	+ .0450 %	\$ 3.0305	\$ 181,830
11	Off-Road Diesel with Winter Additive	GAL	100,000	\$ 3.0154	+ .1000 %	\$ 3.1154	\$ 311,540
12	Off-Road Diesel	GAL	26,473	\$ 2.9635	+ .1000 %	\$ 3.0635	\$ 81,100.04
13	Biocide Additive	GAL		\$	+ .0500 %	\$	\$
If a discount of OPIS Price, please note _____							
GRAND TOTAL							\$ 6,264,223.37
GRAND TOTAL (In words)		Six Million two hundred sixty four thousand two hundred twenty three ³⁷ / ₁₀₀ thirty seven cents					

*89 Octane may be a blend of 87 Octane and 93 Octane gasoline.

**Blended Ultra-Low Sulfur Diesel shall be an option and shall be invoiced at the appropriate quantities of the blend requested. For example, a 10,000-gallon order of 80% Ultra-Low Sulfur Diesel #2 and 20% Ultra-Low Sulfur Diesel #1 shall be invoiced as 8,000-gallons of Ultra-Low Sulfur Diesel #2 and 2,000-gallons of Ultra-Low Sulfur Diesel #1.

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

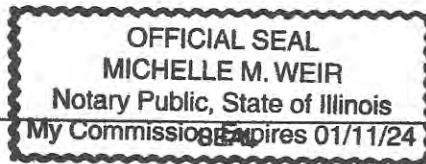
X [Handwritten Signature] CFO
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 23rd day of FEBRUARY AD, 20 23

Michelle M. Weir My Commission Expires: 01/11/24
(Notary Public)



**SECTION 9 - MANDATORY FORM
GASOLINE AND DIESEL FUEL 23-011-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Al Warren Oil Co Inc.		
Main Business Address	1646 Summer St.		
City, State, Zip Code	Hammond IN 46320		
Telephone Number	630-484-4368	Email Address	aberg@alwarrenoil.com
Bid Contact Person	Arnie Berg		

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Thomas A. Warren</u> (President or Partner)	<u>Thomas A. Warren</u> (Vice-President or Partner)
<u>Isome A. Pizzorus</u> (Secretary or Partner)	<u>Thomas A. Warren</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, 2, , and issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Al Warren Oil Co Inc.	NAME	Al Warren Oil Co Inc.
CONTACT	Arnie Berg	CONTACT	AWOC Billing@alwarrenoil.com
ADDRESS	1646 Summer St.	ADDRESS	P.O. Box 2279
CITY ST ZIP	Hammond IN 46320	CITY ST ZIP	Hammond IN 46323
TX	630-484-4368	TX	219-228-5060
FX	630-971-8301	FX	219-852-6010
EMAIL	a.berg@alwarrenoil.com	EMAIL	awocbilling@alwarrenoil.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
Various Locations		Various Locations	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AL Warren Oil Co Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1646 Summer St.

6 City, state, and ZIP code
Hammond Indiana 46320

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

3	6	-	3	1	0	4	1	9	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ 01-01-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2/23/23

Bid/Contract/PO #: Gas + Fuel 23-011 - FM

Company Name: <u>Al Warren Oil Co Inc.</u>	Company Contact: <u>Arne Berg</u>
Contact Phone: <u>630-484-4368</u>	Contact Email: <u>aberg@alwarrenoil.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

- Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
 - 30 days prior to the optional renewal of any contract
 - Annual disclosure for multi-year contracts on the anniversary of said contract
 - With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____
 Printed Name Jerzy Piszczor
 Title CEO
 Date 2/23/23

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

SECTION 10 - REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	Village of Addison
ADDRESS:	1491 Jeffrey
	Addison IL 60101
CONTACT PERSON:	Dominic Macri
TELEPHONE NUMBER:	331-254-0423

COMPANY NAME:	Forest Preserve of DuPage County
ADDRESS:	29W 220 Mack Rd.
	West Chicago, IL 60185
CONTACT PERSON:	Drew Bergenthal
TELEPHONE NUMBER:	630-580-7102

COMPANY NAME:	Village of Glenview
ADDRESS:	2498 E. Lake Ave.
	Glenview, IL 60026
CONTACT PERSON:	Gil Taylor
TELEPHONE NUMBER:	847-376-0145

SAMPLE
SECTION 11 - SAMPLE CONTRACT AGREEMENT
CONTRACT XX-XXX-XXX BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid XX-XXX-XXX for its Department of _____, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
- 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a ____ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____
SIGNATURE

By: **SAMPLE CONTRACT – DO NOT SIGN**

Mary Catherine Wells
PRINTED NAME

PRINTED NAME

Acting Chief Procurement Officer
PRINTED TITLE

PRINTED TITLE

DATE

DATE



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

GASOLINE AND DIESEL FUEL 23-011-DOT
ADDENDUM 1

1. Procurement will accept electronic bid submissions via email and electronic signatures. Provide details for electronic bid submissions.

Answer: Bid can be submitted three (3) ways, 1) Hand or 2) Courier Service delivered to DuPage County, Finance – Procurement 3-400, 421 N. County Farm Road, Wheaton, IL 60187-3978 or 3) Electronically – Procurement will accept electronic bid submission and electronic signature sent to Buyer at valerie.calvente@dupageco.org.

2. Provide the tank size per location?

Answer: The County and municipalities shall provide the tank size per location to awarded Contractor.

3. Provide the estimated usage per location?

Answer: See page 5 – Participating Agencies Estimated Annual Expenditures.

4. Could you please send the product needed per location?

Answer: See page 5 – Participating Agencies Estimated Annual Expenditures.

5. Would the County and municipalities consider splitting the award for transport locations and tank wagon locations?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

6. If a bidder were to bid on just Transport locations, would the bidder be considered for award?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

7. Clarify that the County and all Municipalities are exempt from paying all taxes? Historically, all Municipalities in Illinois are exempt from Federal Motor Fuel Taxes and Sales Tax, but not other taxes.

Answer: DuPage County is exempt from payment of the taxes listed below. It is a requirement of this contract that the supplier / contractor does not charge these taxes. It will be the responsibility of the contractor to file appropriate paperwork for the refund of any taxes.

- Illinois Motor Fuel Tax: Gasoline
- Illinois Motor Fuel Tax: Diesel
- Illinois Underground Storage Tank Tax
- Environmental Impact Fee
- Illinois Retailer's Occupation Tax
- DuPage County Tax
- Federal Excise Tax

Municipalities may or may not be exempt from payment of the taxes listed below. It is a requirement of this contract



The County of DuPage
 Finance – Procurement 3-400
 421 North County Farm Road
 Wheaton, Illinois 60187-3978

that the supplier / contractor confirm tax exempt status with the municipalities. The contractor shall be responsible to file appropriate paperwork for the refund of any taxes.

8. Instead of a fixed mark-up price per gallon for the duration of the contract, you are looking for a % off the OPIS price, which can be variable throughout the contract?

Answer: For comparison, the County is requesting bidders to provide the OPIS LOW Chicago Rack Base Published price from January 15, 2023, and bidders Mark-up (+) or Discount (-) to determine the Unit Price and Extended Price. The County shall pay the published OPIS price with the applied Mark-up or Discount on day of fuel order is requested.

9. Provide Bid Tabs for current contract in place from previous bid.

Answer: See page 6 – 19-011-DOT Bid Tab.

10. May I please get a copy of the most recent fuel invoice and supporting Bill of Lading for each location?

Answer: The County and Municipalities are unable to provide a copy of the most recent fuel invoice and supporting Bill of Landing for each location as this would take considerable time.

11. If a split occurs, how many sites are allowed to be split per delivery?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

12. If a split occurs, how many products are allowed to be split per delivery?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

13. How often are deliveries split between multiple locations?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

14. How often are deliveries split with multiple products?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

15. Are any locations not able to receive a transport delivery (18-wheel truck)? If so, which locations?

Answer: See pages 19 – 22 Delivery Requirements for any delivery restrictions.

16. Which locations can only be serviced via small tank wagon truck?

Answer: See pages 19 – 22 Delivery Requirements for any delivery restrictions. Tank wagon restrictions are listed if applicable.

17. For the fuel type 'Winter Premium Additized Diesel Fuel', does the county wish to use ULSD Winter #2 fuel type?

Answer: Yes, the County wishes to use ULSD Winter #2 fuel type for "Winter Premium Additized Diesel Fuel.

18. For the fuel type 'Winter Premium Additized Diesel Fuel', does the county wish to use an additive blended at the rack to achieve winterization of diesel?

Answer: Bidder may suggest additional options to the County as an added value.



The County of DuPage
 Finance – Procurement 3-400
 421 North County Farm Road
 Wheaton, Illinois 60187-3978

19. How does the County winterize diesel during the winter?

Answer: The County currently order ULSD #2 with winter additive.

20. Which facilities will require a biocide additive?

Answer: DuPage County Facilities is the only facility that has indicated that require a biocide additive to all Off-Road Diesel deliveries. Municipalities may or may not have an option to include biocide.

21. What are the payment terms for this solicitation?

Answer: The County and Municipalities shall pay all invoices pursuant to 50 ILCS 505, "Local Prompt Payment Act".

22. May bidders submit a per gallon markup or discount instead of a percentage-based markup or discount?

Answer: No, bidder may not submit a per gallon Mark-up or Discount instead of percentage-based Mark-up or Discount.

23. Can the vendor indicate which OPIS product the diesel products are to be priced on?

Answer: The vendor shall provide price the product based on the OPIS LOW Chicago Rack Base Published price from January 15, 2023, for each product.

24. What OPIS product will the B2 diesel be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

25. What OPIS product will the B5 diesel be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

26. What OPIS product will the B11 diesel be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

27. What OPIS product will the B20 be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

28. What OPIS product will the Ultra-Low Sulphur Diesel with Additive be priced on?

Answer: ULSD #2

29. What OPIS product will the Off Road Ultra Low Sulphur Diesel with Additive be priced on?

Answer: ULSD #2

30. For line item 6 on the bid pricing form, is this line to encompass both #2 and #1 fuel into one differential?

Answer: Line item #6 on the pricing form is there to indicate quantities. The "***" on line item 3 and 4 indicate that blended diesel shall be invoiced based on the appropriate quantities of the blend.



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

31. Biocide Additive does not post in OPIS, what should the vendors put for the OPIS price for biocide additive?

Answer: The price per gallon of fuel that the bidder intends to charge for biocide.

32. Can bidders submit a price per gallon added for biocide?

Answer: Yes, bidders may submit a price per gallon added for biocide.

33. In the past year, how many instances of bacteria were found in the biodiesel tanks?

Answer: The County is unable to provide how many instances of bacteria were found in the biodiesel tanks.

PARTICIPATING AGENCIES ESTIMATED ANNUAL EXPENDITURE

Municipality	Gasoline – 87 Octane	Gasoline – 89 Octane *	ULSD #1 **	ULSD #2 **	ULSD #2 + Winter Additive	ULSD Blended	Biodiesel - B2	Biodiesel – B5	Biodiesel – B11	Biodiesel - B20	Off-Road Diesel	Biocide Additive
DuPage County Department of Transportation		350,000		150,000		30,000						
DuPage County Facilities Management											100,000	
DuPage County Public Works (Green Valley and Knollwood locations)		120,000		19,500	19,500							
DPC Airport	12,000										17,000	
Darien												
Downers Grove (Village)	60,000									60,000		
Elmhurst	129,000									27,000		
Glen Ellyn	7,000						10,000	15,000	15,000			
Hanover Park												
Hinsdale												
Lisle (Village)	50,000					6,000						
Lisle (Township)	5,000				2,000			32,000				
Lombard	73,000				25,000							
Naperville (18 different locations)	275,547		10,458				3,600	133,462			9,473	
Oakbrook		48,000			11,000							
Schaumburg												
Villa Park	53,000						18,000					
Westmont	55,000				30,000							
Wheaton	100,000					25,000						
Total	819,547	518,000	10,458	312,500	97,500	61,000	31,600	180,462	15,000	87,000	126,473	-

Naperville

180 Fort hill	159,604		6,972				2,400	74,400				
400 Eagle St - indoor											300	
400 Eagle St - Outdoor											750	
511 N River Rd											200	
1006 Whispering Hills											400	
1200 W Ogden											300	
1303 Clyde Dr											250	
1350 Aurora Ave											500	
1380 Aurora Ave											500	
1392 Aurora Ave	79,802		3,486				1,200	37,200				
1392 Aurora Ave -indoor											150	
1392 Aurora Ave - outdoor											300	
1593 Naper											600	
1608 Diehl Rd											350	
1699 Ranchview											500	
1800 S Washington											500	
1870 E 111th St											250	
2812 W 103rd St											250	
3620 Plainfield Rd											250	
3816 Naper-plainfield Rd	36,141		10,458				3,600	21,862			3,123	
	275,547							133,462			9,473	



**DUPAGE COUNTY
FINANCE - PROCUREMENT
BID # 19-011-DOT
Gasoline and Fuel Purchase**

**GROUP ONE
DOT and Public Works**

Type	UOM	QTY	Petroleum Traders		Gas Depot		Mansfield Oil Co.		AI Warren Oil Co.	
			Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup
Gas Midgrade	gallons	440,000	-0.0158	-6952.00	0.0090	3960.00	0.0318	13992.00	0.04	17600.00
Diesel	gallons	162,000	0.0541	8764.20	0.0145	2349.00	0.0188	3045.60	0.04	6480.00
Grand Total				\$1,812.20		\$6,309.00		\$17,037.60		\$24,080.00

**GROUP TWO
Facilities Management**

Type	UOM	QTY	Petroleum Traders		Gas Depot		Mansfield Oil Co.		AI Warren Oil Co.	
			Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup
Diesel	gallons	30,000	0.0636	1908.00	0.0145	435.00	0.0351	1053.00	0.05	1500.00
Siphon	each	4	\$900.00	\$3,600.00	\$550.00	\$2,200.00	\$560.00	\$2,240.00	\$800.00	\$3,200.00
Grand Total				\$5,508.00		\$2,635.00		\$3,293.00		\$4,700.00

**GROUP THREE
DuPage County Entities**

Type	UOM	QTY	Petroleum Traders		Gas Depot		Mansfield Oil Co.		AI Warren Oil Co.	
			Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup
Gas Midgrade	gallons	80,000	-0.01	-1056.00	0.0090	720.00	0.0374	2992.00	0.05	4000.00
Diesel	gallons	50,000	0.0579	2895.00	0.0145	725.00	0.0278	1390.00	0.05	2500.00
Grand Total				\$1,839.00		\$1,445.00		\$4,382.00		\$6,500.00

NOTES
Quantities are canvassing amounts only. On the day of fuel order, the County will pay the published OPIS price with the applied markup.

Invitations Sent	73
Total Bid Responses Received	4
Bid Opening Attended by	JM/DT



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

GASOLINE AND DIESEL FUEL 23-011-DOT
ADDENDUM 2

1. Section 7 – Bid Form Pricing has been updated to include the quantity for line 9) Biodiesel – B11. When submitting pricing, use form on located on page 2 of Addendum 2.

SECTION 7 - BID FORM PRICING

Contractor shall provide price added to the OPIS LOW Chicago Rack Base Published price list for January 15, 2023.

Cetane requires a minimum rating of 45, price shall include any percent mark-up/discount.

NO.	ITEM	UOM	QTY	OPIS PRICE	MARK-UP (+) or DISCOUNT (-) %	UNIT PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819,457	\$	%	\$	\$
2	Gasoline - 89 Octane*	GAL	558,000	\$	%	\$	\$
3	Ultra-Low Sulfur Diesel #1**	GAL	16,458	\$	%	\$	\$
4	Ultra-Low Sulfur Diesel #2**	GAL	337,500	\$	%	\$	\$
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97,500	\$	%	\$	\$
6	Ultra-Low Sulfur Diesel Blended	GAL	61,000	\$	%	\$	\$
7	Biodiesel - B2	GAL	88,600	\$	%	\$	\$
8	Biodiesel - B5	GAL	165,462	\$	%	\$	\$
9	Biodiesel - B11	GAL	15,000	\$	%	\$	\$
10	Biodiesel - B20	GAL	60,000	\$	%	\$	\$
11	Off-Road Diesel with Winter Additive	GAL	100,000	\$	%	\$	\$
12	Off-Road Diesel	GAL	26,473	\$	%	\$	\$
13	Biocide Additive	GAL		\$	%	\$	\$
If a discount of OPIS Price, please note _____							
GRAND TOTAL							\$
GRAND TOTAL (In words)							

*89 Octane may be a blend of 87 Octane and 93 Octane gasoline.

**Blended Ultra-Low Sulfur Diesel shall be an option and shall be invoiced at the appropriate quantities of the blend requested. For example, a 10,000-gallon order of 80% Ultra-Low Sulfur Diesel #2 and 20% Ultra-Low Sulfur Diesel #1 shall be invoiced as 8,000-gallons of Ultra-Low Sulfur Diesel #2 and 2,000-gallons of Ultra-Low Sulfur Diesel #1.

SUBMISSION OF CERTAIN DATA

Al Warren Oil Company Inc. has been a fuel distributor since 1948. Our current affiliations with major oil companies include Citgo Petroleum, Marathon Petroleum, ExxonMobil, and BP Petroleum. Most of the product supplied to the County of DuPage will be pulled from the following terminals:

- BP Forest View
- ExxonMobil, Lockport
- Citgo Lemont
- Marathon, Argo

The Winter Additives used are Innospec and Power Service. Al Warren Oil Co. is also an Authorized Reseller of Mobil Diesel Efficient, a Premium Diesel designed for vehicles with after-treatment equipment on them.

Marketing Representative: Arnie Berg 630-484-4368



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
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SAFETY DATA SHEET

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

PRODUCT

Product Name: (see Section 16 for Synonyms) **GASOLINE UNLEADED WITH ETHANOL (GASOHOL)**
Product Description: Hydrocarbons and Additives
Product Code: 12443
Intended Use: Fuel

COMPANY IDENTIFICATION

Supplier: Canada Imperial Oil Limited, An Affiliate of Exxon Mobil Corporation
P.O. Box 2480, Station M
Calgary, ALBERTA T2P 3M9 Canada
24 Hour Health Emergency 1-866-232-9563
Transportation Emergency Phone 1-866-232-9563
Supplier General Contact 1-800-567-3776

SECTION 2 HAZARDS IDENTIFICATION

This material is hazardous according to regulatory guidelines (see (M)SDS Section 15).

CLASSIFICATION:

Flammable liquid: Category 1.
Skin irritation: Category 2. Germ Cell Mutagen: Category 1B. Carcinogen: Category 1A. Specific target organ toxicant (central nervous system): Category 3. Specific target organ toxicant (respiratory irritant): Category 3.
Aspiration toxicant: Category 1.

LABEL:

Pictogram:



Signal Word: Danger

Hazard Statements:

H224: Extremely flammable liquid and vapor. H304: May be fatal if swallowed and enters airways. H315: Causes skin irritation. H335: May cause respiratory irritation. H336: May cause drowsiness or dizziness. H340: May cause genetic defects. H350: May cause cancer.



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
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Precautionary Statements:

P101: If medical advice is needed, have product container or label at hand. P102: Keep out of reach of children.
 P103: Read label before use. P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood. P210: Keep away from heat/sparks/open flames/hot surfaces. -- No smoking. P233: Keep container tightly closed. P240: Ground / bond container and receiving equipment. P241: Use explosion-proof electrical, ventilating, and lighting equipment. P242: Use only non-sparking tools. P243: Take precautionary measures against static discharge. P264: Wash skin thoroughly after handling. P271: Use only outdoors or in a well-ventilated area. P273: Avoid release to the environment. P280: Wear protective gloves/protective clothing/eye protection/face protection. P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. P302 + P352: IF ON SKIN: Wash with plenty of soap and water. P303 + P361 + P353: IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. P304 + P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing. P308 + P313: IF exposed or concerned: Get medical advice/ attention. P331: Do NOT induce vomiting. P332 + P313: If skin irritation occurs: Get medical advice/ attention. P362 + P364: Take off contaminated clothing and wash it before reuse. P370 + P378: In case of fire: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish. P391: Collect spillage. P403 + P235: Store in a well-ventilated place. Keep cool. P405: Store locked up. P501: Dispose of contents and container in accordance with local regulations.

Contains: GASOLINE; TOLUENE; XYLENES

Other hazard information:

HAZARD NOT OTHERWISE CLASSIFIED (HNOC): None as defined under 29 CFR 1910.1200.

PHYSICAL / CHEMICAL HAZARDS

Material can accumulate static charges which may cause an ignition. Material can release vapors that readily form flammable mixtures. Vapor accumulation could flash and/or explode if ignited.

HEALTH HAZARDS

High-pressure injection under skin may cause serious damage. May be irritating to the eyes, nose, throat, and lungs. May cause central nervous system depression. Exposure to benzene is associated with cancer (acute myeloid leukemia and myelodysplastic syndrome), damage to the blood-producing system, and serious blood disorders (see Section 11).

ENVIRONMENTAL HAZARDS

Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

NFPA Hazard ID:	Health: 2	Flammability: 3	Reactivity: 0
HMIS Hazard ID:	Health: 2*	Flammability: 3	Reactivity: 0

NOTE: This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

SECTION 3

COMPOSITION / INFORMATION ON INGREDIENTS

This material is defined as a mixture.



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
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Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
ETHYL ALCOHOL	64-17-5	0 - 10%	H225, H319(2A)
GASOLINE	86290-81-5	89 - 100%	H224, H304, H336, H340(1B), H350(1B), H361(D), H315, H401, H411

Hazardous Constituent(s) Contained in Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
BENZENE	71-43-2	0 - 1.5%	H225, H303, H304, H340(1B), H350(1A), H315, H319(2A), H372, H401, H412
CUMENE	98-82-8	0 - 1%	H226, H304, H335, H351, H401, H411
CYCLOHEXANE	110-82-7	0 - 1.5%	H225, H304, H336, H315, H400(M factor 1), H410(M factor 1)
ETHYL BENZENE	100-41-4	0 - 3.5%	H225, H304, H332, H373, H401, H412
N-HEXANE	110-54-3	0 - 5%	H225, H304, H336, H361(F), H315, H373, H401, H411
NAPHTHALENE	91-20-3	0 - 1%	H228(2), H302, H351, H400(M factor 1), H410(M factor 1)
TOLUENE	108-88-3	0 - 20%	H225, H304, H336, H361(D), H315, H373, H401, H412
XYLENES	1330-20-7	0 - 20%	H226, H303, H304, H312, H332, H335, H315, H320(2B), H373, H401, H412

* All concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

NOTE: The concentration of the components shown above may vary substantially. In certain countries, benzene content may be limited to lower levels. Oxygenates such as tertiary-amyl-methyl ether, ethanol, di-isopropyl ether, and ethyl-tertiary-butyl ether may be present. Because of volatility considerations, gasoline vapor may have concentrations of components very different from those of liquid gasoline. The major components of gasoline vapor are: butane, isobutane, pentane, and isopentane. The reportable component percentages, shown in the composition/information on ingredients section, are based on API's evaluation of a typical gasoline mixture. Motor gasoline is considered a mixture by EPA under the Toxic Substances Control Act (TSCA). The refinery streams used to blend motor gasoline are all on the TSCA Chemical Substances Inventory.

As per paragraph (i) of 29 CFR 1910.1200, formulation is considered a trade secret and specific chemical identity and exact percentage (concentration) of composition may have been withheld. Specific chemical identity and exact percentage composition will be provided to health professionals, employees, or designated representatives in accordance with applicable provisions of paragraph (i).

SECTION 4

FIRST AID MEASURES



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
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INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Wash contact areas with soap and water. Remove contaminated clothing. Launder contaminated clothing before reuse. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

Seek immediate medical attention. Do not induce vomiting.

NOTE TO PHYSICIAN

If ingested, material may be aspirated into the lungs and cause chemical pneumonitis. Treat appropriately. This material, or a component, may be associated with cardiac sensitization following very high exposures (well above occupational exposure limits) or with concurrent exposure to high stress levels or heart-stimulating substances like epinephrine. Administration of such substances should be avoided.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Inappropriate Extinguishing Media: Straight Streams of Water

FIRE FIGHTING

Fire Fighting Instructions: Evacuate area. If a leak or spill has not ignited, use water spray to disperse the vapors and to protect personnel attempting to stop a leak. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Firefighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Unusual Fire Hazards: Extremely Flammable. Vapors are flammable and heavier than air. Vapors may travel across the ground and reach remote ignition sources causing a flashback fire danger. Hazardous material. Firefighters should consider protective equipment indicated in Section 8.

Hazardous Combustion Products: Aldehydes, Incomplete combustion products, Oxides of carbon, Smoke, Fume, Sulfur oxides

FLAMMABILITY PROPERTIES

Flash Point [Method]: -40°C (-40°F) [ASTM D-92]

Flammable Limits (Approximate volume % in air): LEL: 1.5 UEL: 7.6



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
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Autoignition Temperature: N/D

SECTION 6	ACCIDENTAL RELEASE MEASURES
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NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting releases of this material to the environment which exceed the applicable reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

PROTECTIVE MEASURES

Avoid contact with spilled material. Warn or evacuate occupants in surrounding and downwind areas if required due to toxicity or flammability of the material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders.

For emergency responders: Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H₂S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note: gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

SPILL MANAGEMENT

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

Water Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. Do not confine in area of spill. Advise occupants and shipping in downwind areas of fire and explosion hazard and warn them to stay clear. Allow liquid to evaporate from the surface. Seek the advice of a specialist before using dispersants.

Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Large Spills: Dike far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.

SECTION 7	HANDLING AND STORAGE
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Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)

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HANDLING

Avoid breathing mists or vapors. Avoid all personal contact. Prevent exposure to ignition sources, for example use non-sparking tools and explosion-proof equipment. Potentially toxic/irritating fumes/vapors may be evolved from heated or agitated material. Do not siphon by mouth. Use only with adequate ventilation. Do not use as a cleaning solvent or other non-motor fuel uses. For use as a motor fuel only. It is dangerous and/or unlawful to put fuel into unapproved containers. Do not fill container while it is in or on a vehicle. Static electricity may ignite vapors and cause fire. Place container on ground when filling and keep nozzle in contact with container. Do not use electronic devices (including but not limited to cellular phones, computers, calculators, pagers or other electronic devices, etc.) during safety critical tasks, such as bulk fuel loading or unloading operations, or in storage areas where vapors may be present, unless the devices are certified intrinsically safe by an approved national testing agency and to the safety standards required by national and/or local laws and regulations. Prevent small spills and leakage to avoid slip hazard. Material can accumulate static charges which may cause an electrical spark (ignition source). Use proper bonding and/or ground procedures. However, bonding and grounds may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static Electricity) or CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Static Accumulator: This material is a static accumulator. A liquid is typically considered a nonconductive, static accumulator if its conductivity is below 100 pS/m (100x10E-12 Siemens per meter) and is considered a semiconductive, static accumulator if its conductivity is below 10,000 pS/m. Whether a liquid is nonconductive or semiconductive, the precautions are the same. A number of factors, for example liquid temperature, presence of contaminants, anti-static additives and filtration can greatly influence the conductivity of a liquid.

STORAGE

Ample fire water supply should be available. A fixed sprinkler/deluge system is recommended. The type of container used to store the material may affect static accumulation and dissipation. Keep container closed. Handle containers with care. Open slowly in order to control possible pressure release. Store in a cool, well-ventilated area. Outside or detached storage preferred. Storage containers should be grounded and bonded. Fixed storage containers, transfer containers and associated equipment should be grounded and bonded to prevent accumulation of static charge.

SECTION 8

EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit / Standard		NOTE	Source
BENZENE		OSHA Action level	0.5 ppm	N/A	OSHA Sp.Reg.
BENZENE		STEL	5 ppm	N/A	OSHA Sp.Reg.
BENZENE		TWA	1 ppm	N/A	OSHA Sp.Reg.
BENZENE		STEL	1 ppm	Skin	ExxonMobil
BENZENE		TWA	0.5 ppm	Skin	ExxonMobil
BENZENE		STEL	2.5 ppm	Skin	ACGIH



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BENZENE		TWA	0.5 ppm		Skin	ACGIH
CUMENE		TWA	245 mg/m ³	50 ppm	Skin	OSHA Z1
CUMENE		TWA	5 ppm		Skin	ExxonMobil
CUMENE		TWA	50 ppm		N/A	ACGIH
CYCLOHEXANE		TWA	1050 mg/m ³	300 ppm	N/A	OSHA Z1
CYCLOHEXANE		TWA	100 ppm		N/A	ACGIH
ETHYL ALCOHOL		TWA	1900 mg/m ³	1000 ppm	N/A	OSHA Z1
ETHYL ALCOHOL		STEL	1000 ppm		N/A	ACGIH
ETHYL BENZENE		TWA	435 mg/m ³	100 ppm	N/A	OSHA Z1
ETHYL BENZENE		TWA	20 ppm		N/A	ACGIH
GASOLINE		STEL	200 ppm		N/A	ExxonMobil
GASOLINE		TWA	100 ppm		N/A	ExxonMobil
GASOLINE		STEL	500 ppm		N/A	ACGIH
GASOLINE		TWA	300 ppm		N/A	ACGIH
N-HEXANE		TWA	1800 mg/m ³	500 ppm	N/A	OSHA Z1
N-HEXANE		TWA	50 ppm		Skin	ACGIH
NAPHTHALENE		TWA	50 mg/m ³	10 ppm	N/A	OSHA Z1
NAPHTHALENE		TWA	10 ppm		Skin	ACGIH
TOLUENE		Ceiling	300 ppm		N/A	OSHA Z2
TOLUENE		Maximum concentration	500 ppm		N/A	OSHA Z2
TOLUENE		TWA	200 ppm		N/A	OSHA Z2
TOLUENE		TWA	20 ppm		N/A	ACGIH
XYLENES		TWA	435 mg/m ³	100 ppm	N/A	OSHA Z1
XYLENES		STEL	150 ppm		N/A	ACGIH
XYLENES		TWA	100 ppm		N/A	ACGIH

NOTE: Limits/standards shown for guidance only. Follow applicable regulations.

Biological limits

Substance	Specimen	Sampling Time	Limit	Determinant	Source
BENZENE	Creatinine in urine	End of shift	500 ug/g	t,t-Muconic acid	ACGIH BELs (BEIs)
BENZENE	Creatinine in urine	End of shift	25 ug/g	S-Phenylmercapturic acid	ACGIH BELs (BEIs)
ETHYL BENZENE	Creatinine in urine	End of shift	0.15 g/g	Sum of mandelic acid and phenylglyoxylic acid	ACGIH BELs (BEIs)
N-HEXANE	Urine	End of shift	0.5 mg/l	2,5-Hexanedione, without hydrolysis	ACGIH BELs (BEIs)
NAPHTHALENE	No Biological Specimen provided	End of shift	Not Assigned	1-Naphthol, with hydrolysis + 2-Naphthol, with hydrolysis	ACGIH BELs (BEIs)



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TOLUENE	Blood	Prior to last shift of work wk	0.02 mg/l	Toluene	ACGIH BELs (BEIs)
TOLUENE	Creatinine in urine	End of shift	0.3 mg/g	o-Cresol, with hydrolysis	ACGIH BELs (BEIs)
TOLUENE	Urine	End of shift	0.03 mg/l	Toluene	ACGIH BELs (BEIs)
XYLENES	Creatinine in urine	End of shift	1.5 g/g	Methylhippuric acids	ACGIH BELs (BEIs)

ENGINEERING CONTROLS

The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Control measures to consider:

Use explosion-proof ventilation equipment to stay below exposure limits.

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

No special requirements under ordinary conditions of use and with adequate ventilation.

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapor warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

Chemical resistant gloves are recommended.

Eye Protection: If contact is likely, safety glasses with side shields are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include:

Chemical/oil resistant clothing is recommended.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
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soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid
Color: Clear (May Be Dyed)
Odor: Petroleum/Solvent
Odor Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density (at 15 °C): 0.74
Flammability (Solid, Gas): N/A
Flash Point [Method]: -40°C (-40°F) [ASTM D-92]
Flammable Limits (Approximate volume % in air): LEL: 1.5 UEL: 7.6
Autoignition Temperature: N/D
Boiling Point / Range: > 20°C (68°F) - 225°C (437°F)
Decomposition Temperature: N/D
Vapor Density (Air = 1): 4 at 101 kPa
Vapor Pressure: 45 kPa (337.5 mm Hg) at 20 °C - 74 kPa (555 mm Hg) at 20 °C
Evaporation Rate (n-butyl acetate = 1): > 10
pH: N/A
Log Pow (n-Octanol/Water Partition Coefficient): > 3
Solubility in Water: Appreciable
Viscosity: <1 cSt (1 mm²/sec) at 40 °C | 0.8 cSt (0.8 mm²/sec) at 20°C
Oxidizing Properties: See Hazards Identification Section.

OTHER INFORMATION

Freezing Point: N/D
Melting Point: N/A
Pour Point: < -60°C (-76°F)

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: See sub-sections below.

STABILITY: Material is stable under normal conditions.

CONDITIONS TO AVOID: Avoid heat, sparks, open flames and other ignition sources.

MATERIALS TO AVOID: Alkalies, Halogens, Strong Acids, Strong oxidizers

HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)

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INFORMATION ON TOXICOLOGICAL EFFECTS

Hazard Class	Conclusion / Remarks
Inhalation	
Acute Toxicity: (Rat) 4 hour(s) Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 403
Irritation: No end point data for material.	Elevated temperatures or mechanical action may form vapors, mist, or fumes which may be irritating to the eyes, nose, throat, or lungs.
Ingestion	
Acute Toxicity: Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 401
Skin	
Acute Toxicity: Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 402
Skin Corrosion/Irritation: Data available.	Irritating to the skin. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 404
Eye	
Serious Eye Damage/Irritation: Data available.	May cause mild, short-lasting discomfort to eyes. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 405
Sensitization	
Respiratory Sensitization: No end point data for material.	Not expected to be a respiratory sensitizer.
Skin Sensitization: Data available.	Not expected to be a skin sensitizer. Based on chemical structure (polymers). Test(s) equivalent or similar to OECD Guideline 406
Aspiration: Data available.	May be fatal if swallowed and enters airways. Based on physico-chemical properties of the material.
Germ Cell Mutagenicity: Data available.	Caused genetic effects in laboratory animals, but the relevance to humans is uncertain. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 471 475 476
Carcinogenicity: Data available.	Caused cancer from prolonged, high exposure. Based on human epidemiology studies. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 451
Reproductive Toxicity: Data available.	Not expected to be a reproductive toxicant. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 416 421
Lactation: No end point data for material.	Not expected to cause harm to breast-fed children.
Specific Target Organ Toxicity (STOT)	
Single Exposure: No end point data for material.	May cause drowsiness or dizziness. May be irritating to the respiratory tract.
Repeated Exposure: Data available.	Not expected to cause organ damage from prolonged or repeated exposure. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 410 412 453

TOXICITY FOR SUBSTANCES

NAME	ACUTE TOXICITY
ETHYL BENZENE	Inhalation Lethality: 4 hour(s) LC50 17.8 mg/l (Vapor) (Rat); Oral Lethality: LD50 3.5 g/kg (Rat)
NAPHTHALENE	Inhalation Lethality: 4 hour(s) LC50 > 0.4 mg/l (Max attainable vapor conc.) (Rat); Oral Lethality: LD50 533 mg/kg (Mouse)



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OTHER INFORMATION

For the product itself:

Laboratory animal studies have shown that prolonged and repeated inhalation exposure to light hydrocarbon vapors in the same boiling range as this product can produce adverse kidney effects in male rats. However, these effects were not observed in similar studies with female rats, male and female mice, or in limited studies with other animal species. Additionally, in a number of human studies, there was no clinical evidence of such effects at normal occupational levels. In 1991, The U.S. EPA determined that the male rat kidney is not useful for assessing human risk.

Vapor concentrations above recommended exposure levels are irritating to the eyes and the respiratory tract, may cause headaches and dizziness, are anesthetic and may have other central nervous system effects.

Small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema. Exposure to this material, or one of its components, in situations where there is the potential for high levels, such as in confined spaces or with abuse, may result in abnormal heart rhythm (arrhythmia). High-level exposure to hydrocarbons (above occupational exposure limits) may initiate arrhythmia in a worker that is undergoing stress or is taking a heart-stimulating substance such as epinephrine, a nasal decongestant, or an asthma or cardiovascular drug.

Contains:

BENZENE: Caused cancer (acute myeloid leukemia and myelodysplastic syndrome), damage to the blood-producing system, and serious blood disorders in human studies. Caused genetic effects and effects on the immune system in laboratory animal and some human studies. Caused toxicity to the fetus and cancer in laboratory animal studies.

CUMENE: Repeated inhalation exposure of cumene vapor produced damage in the kidney of male rats only. These effects are believed to be species specific and are not relevant to humans.

ETHANOL: Prolonged or repeated exposure to high concentrations of ethanol vapor or overexposure by ingestion may produce adverse effects to brain, kidney, liver, and reproductive organs, birth defects in offspring, and developmental toxicity in offspring.

Gasoline unleaded: Caused cancer in animal tests. Chronic inhalation studies resulted in liver tumors in female mice and kidney tumors in male rats. Neither result considered significant for human health risk assessment by the United States EPA and others. Did not cause mutations In Vitro or In Vivo. Negative in inhalation developmental studies and reproductive tox studies. Inhalation of high concentrations in animals resulted in reversible central nervous system depression, but no persistent toxic effect on the nervous system. Non-sensitizing in test animals. Caused nerve damage in humans from abusive use (sniffing).

NAPHTHALENE: Exposure to high concentrations of naphthalene may cause destruction of red blood cells, anemia, and cataracts. Naphthalene caused cancer in laboratory animal studies, but the relevance of these findings to humans is uncertain.

N-HEXANE: Prolonged and/or repeated exposures to n-Hexane can cause progressive and potentially irreversible damage to the peripheral nervous system (e.g. fingers, feet, arms, legs, etc.). Simultaneous exposure to Methyl Ethyl Ketone (MEK) or Methyl Isobutyl Ketone (MIBK) and n-Hexane can potentiate the risk of adverse effects from n-Hexane on the peripheral nervous system. n-Hexane has been shown to cause testicular damage at high doses in male rats. The relevance of this effect for humans is unknown.

TOLUENE : Concentrated, prolonged or deliberate inhalation may cause brain and nervous system damage. Prolonged and repeated exposure of pregnant animals (> 1500 ppm) have been reported to cause adverse fetal developmental effects.

ETHYLBENZENE: Caused cancer in laboratory animal studies. The relevance of these findings to humans is uncertain.

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
BENZENE	71-43-2	1, 3, 6
CUMENE	98-82-8	2, 5



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ETHYL BENZENE	100-41-4	5
GASOLINE	86290-81-5	5
NAPHTHALENE	91-20-3	2, 5

--REGULATORY LISTS SEARCHED--

1 = NTP CARC
 2 = NTP SUS

3 = IARC 1
 4 = IARC 2A

5 = IARC 2B
 6 = OSHA CARC

SECTION 12 ECOLOGICAL INFORMATION

The information given is based on data for the material, components of the material, or for similar materials, through the application of bridging principals.

ECOTOXICITY

Material -- Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

MOBILITY

More volatile component -- Highly volatile, will partition rapidly to air. Not expected to partition to sediment and wastewater solids.

Less volatile component -- Low solubility and floats and is expected to migrate from water to the land. Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Majority of components -- Expected to be inherently biodegradable

Atmospheric Oxidation:

More volatile component -- Expected to degrade rapidly in air

BIOACCUMULATION POTENTIAL

Majority of components -- Has the potential to bioaccumulate, however metabolism or physical properties may reduce the bioconcentration or limit bioavailability.

SECTION 13 DISPOSAL CONSIDERATIONS

Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products.

REGULATORY DISPOSAL INFORMATION

RCRA Information: Disposal of unused product may be subject to RCRA regulations (40 CFR 261). Disposal of the used product may also be regulated due to ignitability, corrosivity, reactivity or toxicity as determined by the Toxicity Characteristic Leaching Procedure (TCLP). Potential RCRA characteristics: IGNITABILITY. TCLP (BENZENE)



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Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14

TRANSPORT INFORMATION

LAND (DOT)

Proper Shipping Name: GASOLINE

Hazard Class & Division: 3

ID Number: 1203

Packing Group: II

ERG Number: 128

Label(s): 3

Transport Document Name: UN1203, GASOLINE, 3, PG II

LAND (TDG)

Proper Shipping Name: GASOLINE

Hazard Class & Division: 3

UN Number: 1203

Packing Group: II

Marine Pollutant: Yes

Special Provisions: 17, 88, 98, 150

Footnote: Marine Pollutant designation is applicable only if shipped over water.

SEA (IMDG)

Proper Shipping Name: MOTOR SPIRIT or GASOLINE or PETROL

Hazard Class & Division: 3

EMS Number: F-E, S-E

UN Number: 1203

Packing Group: II

Marine Pollutant: No

Label(s): 3

Transport Document Name: UN1203, MOTOR SPIRIT or GASOLINE or PETROL, 3, PG II, (-40°C c.c.)

AIR (IATA)

Proper Shipping Name: MOTOR SPIRIT or GASOLINE or PETROL

Hazard Class & Division: 3

UN Number: 1203

Packing Group: II

Label(s) / Mark(s): 3

Transport Document Name: UN1203, GASOLINE, 3, PG II

SECTION 15

REGULATORY INFORMATION

OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.



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Listed or exempt from listing/notification on the following chemical inventories: AII, DSL, ENCS, KECI, PICCS, TSCA

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302

CERCLA: This material is not subject to any special reporting under the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Contact local authorities to determine if other reporting requirements apply.

SARA (311/312) REPORTABLE GHS HAZARD CLASSES: None.

SARA (313) TOXIC RELEASE INVENTORY:

Chemical Name	CAS Number	Typical Value
BENZENE	71-43-2	0 - 1.5%
CUMENE	98-82-8	0 - 1%
CYCLOHEXANE	110-82-7	0 - 1.5%
ETHYL BENZENE	100-41-4	0 - 3.5%
N-HEXANE	110-54-3	0 - 5%
NAPHTHALENE	91-20-3	0 - 1%
TOLUENE	108-88-3	0 - 20%
XYLENES	1330-20-7	0 - 20%

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
BENZENE	71-43-2	1, 2, 4, 10, 11, 13, 15, 16, 17, 18, 19
CUMENE	98-82-8	1, 4, 10, 13, 16, 17, 18, 19
CYCLOHEXANE	110-82-7	1, 4, 13, 16, 17, 18, 19
ETHYL ALCOHOL	64-17-5	1, 4, 13, 16, 17, 18
ETHYL BENZENE	100-41-4	1, 4, 10, 13, 16, 17, 18, 19
GASOLINE	86290-81-5	1, 18
N-HEXANE	110-54-3	1, 4, 13, 16, 17, 18, 19
NAPHTHALENE	91-20-3	1, 4, 10, 13, 16, 17, 18, 19
TOLUENE	108-88-3	1, 4, 11, 13, 15, 16, 17, 18, 19
XYLENES	1330-20-7	1, 4, 13, 15, 16, 17, 18, 19

--REGULATORY LISTS SEARCHED--

1 = ACGIH ALL	6 = TSCA 5a2	11 = CA P65 REPRO	16 = MN RTK
2 = ACGIH A1	7 = TSCA 5e	12 = CA RTK	17 = NJ RTK
3 = ACGIH A2	8 = TSCA 6	13 = IL RTK	18 = PA RTK
4 = OSHA Z	9 = TSCA 12b	14 = LA RTK	19 = RI RTK
5 = TSCA 4	10 = CA P65 CARC	15 = MI 293	

Code key: CARC=Carcinogen; REPRO=Reproductive



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SECTION 16	OTHER INFORMATION
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WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov. Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of this product.

This warning is given to comply with California Health and Safety Code 25249.6 and does not constitute an admission or a waiver of rights.

N/D = Not determined, N/A = Not applicable

KEY TO THE H-CODES CONTAINED IN SECTION 3 OF THIS DOCUMENT (for information only):

H224: Extremely flammable liquid and vapor; Flammable Liquid, Cat 1
 H225: Highly flammable liquid and vapor; Flammable Liquid, Cat 2
 H226: Flammable liquid and vapor; Flammable Liquid, Cat 3
 H302: Harmful if swallowed; Acute Tox Oral, Cat 4
 H303: May be harmful if swallowed; Acute Tox Oral, Cat 5
 H304: May be fatal if swallowed and enters airways; Aspiration, Cat 1
 H312: Harmful in contact with skin; Acute Tox Dermal, Cat 4
 H315: Causes skin irritation; Skin Corr/Irritation, Cat 2
 H319(2A): Causes serious eye irritation; Serious Eye Damage/Irr, Cat 2A
 H320(2B): Causes eye irritation; Serious Eye Damage/Irr, Cat 2B
 H332: Harmful if inhaled; Acute Tox Inh, Cat 4
 H335: May cause respiratory irritation; Target Organ Single, Resp Irr
 H336: May cause drowsiness or dizziness; Target Organ Single, Narcotic
 H340(1B): May cause genetic defects; Germ Cell Mutagenicity, Cat 1B
 H350(1A): May cause cancer; Carcinogenicity, Cat 1A
 H350(1B): May cause cancer; Carcinogenicity, Cat 1B
 H351: Suspected of causing cancer; GHS Carcinogenicity, Cat 2
 H361(D): Suspected of damaging the unborn child; Repro Tox, Cat 2 (Develop)
 H361(F): Suspected of damaging fertility; Repro Tox, Cat 2 (Fertility)
 H372: Causes damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 1
 H373: May cause damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 2
 H400: Very toxic to aquatic life; Acute Env Tox, Cat 1
 H401: Toxic to aquatic life; Acute Env Tox, Cat 2
 H410: Very toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 1
 H411: Toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 2
 H412: Harmful to aquatic life with long lasting effects; Chronic Env Tox, Cat 3

THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:

Section 08: Biological Exposure Limits (ACG BEL) Table information was modified.

Section 08: Exposure Limits Table information was modified.

Section 16: Synonyms information was modified.

SYNONYMS: GASOLINE MIDGRADE UNLEADED MUL89 LDCA DYED WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DCA WITH ETHANOL, EXXON MIDGRADE GASOLINE WITH ETHANOL, EXXON PREMIUM GASOLINE WITH ETHANOL, EXXON REGULAR GASOLINE WITH ETHANOL, OXYGENATED AUTOMOTIVE GASOLINE CONTAINING ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DYED WITH ETHANOL, GASOLINE PREMIUM UNLEADED PUL91 DCA WITH ETHANOL, GASOLINE SUPER PREMIUM UNLEADED PUL91 DCA WITH ETHANOL, ESSO REGULAR GASOLINE WITH ETHANOL, ESSO EXTRA GASOLINE WITH ETHANOL, ESSO MIDGRADE GASOLINE WITH ETHANOL, ESSO PREMIUM GASOLINE WITH ETHANOL, ESSO SUPREME



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GASOLINE WITH ETHANOL, ESSO SUPER-PREMIUM GASOLINE WITH ETHANOL, ESSO SUPREME+ GASOLINE WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DCA DYED WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 LDCA WITH ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 LDCA WITH ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 DCA WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 LDCA DYED WITH ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 DCA DYED WITH ETHANOL

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MHC: 1A, 0, 0, 0, 4, 1

PPEC: CF

DGN: 5010467 (1013577)

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Product Name: NO. 2 DIESEL FUEL

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SAFETY DATA SHEET

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

PRODUCT

Product Name: NO. 2 DIESEL FUEL
Product Description: Hydrocarbons and Additives
Product Code: 123455-22, 123455-29, 152017-00
Intended Use: Diesel engine fuel, Heating Oil

Trade Names	Trade Names
DIESEL EFFICIENT	DIESEL NO. 2
ESSO DIESEL FUEL	EXXON DIESEL FUEL
EXXON SYNERGY DIESEL EFFICIENT	LOW SULFUR DIESEL
MARINE DIESEL FUEL	MOBIL DIESEL EFFICIENT
MOBIL DIESEL FUEL	MOBIL SYNERGY DIESEL EFFICIENT
ULTRA LOW SULFUR DIESEL	WINTERIZED DIESEL FUEL

COMPANY IDENTIFICATION

Supplier: EXXON MOBIL CORPORATION
 22777 Springwoods Village Parkway
 Spring, TX 77389 USA

24 Hour Health Emergency 609-737-4411
Transportation Emergency Phone 800-424-9300 or 703-527-3887 CHEMTREC
Product Technical Information 800-662-4525
MSDS Internet Address www.exxon.com, www.mobil.com

SECTION 2 HAZARDS IDENTIFICATION

This material is hazardous according to regulatory guidelines (see (M)SDS Section 15).

CLASSIFICATION:

Flammable liquid: Category 3.
 Acute inhalation toxicant: Category 4. Skin irritation: Category 2. Carcinogen: Category 2. Specific target organ toxicant (repeated exposure): Category 2. Aspiration toxicant: Category 1.

LABEL:

Pictogram:





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Signal Word: Danger

Hazard Statements:

H226: Flammable liquid and vapor. H304: May be fatal if swallowed and enters airways. H315: Causes skin irritation. H332: Harmful if inhaled. H351: Suspected of causing cancer. H373: May cause damage to organs through prolonged or repeated exposure. Bone marrow, Liver, Thymus

Precautionary Statements:

P101: If medical advice is needed, have product container or label at hand. P102: Keep out of reach of children. P103: Read label before use. P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood. P210: Keep away from heat/sparks/open flames/hot surfaces. -- No smoking. P233: Keep container tightly closed. P240: Ground / bond container and receiving equipment. P241: Use explosion-proof electrical, ventilating, and lighting equipment. P242: Use only non-sparking tools. P243: Take precautionary measures against static discharge. P260: Do not breathe mist / vapours. P264: Wash skin thoroughly after handling. P271: Use only outdoors or in a well-ventilated area. P273: Avoid release to the environment. P280: Wear protective gloves/protective clothing/eye protection/face protection. P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. P302 + P352: IF ON SKIN: Wash with plenty of soap and water. P304 + P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing. P308 + P313: IF exposed or concerned: Get medical advice/ attention. P312: Call a POISON CENTER or doctor/physician if you feel unwell. P331: Do NOT induce vomiting. P332 + P313: If skin irritation occurs: Get medical advice/ attention. P362 + P364: Take off contaminated clothing and wash it before reuse. P370 + P378: In case of fire: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish. P391: Collect spillage. P403 + P235: Store in a well-ventilated place. Keep cool. P405: Store locked up. P501: Dispose of contents and container in accordance with local regulations.

Contains: DIESEL OIL..C9-20

Other hazard information:

HAZARD NOT OTHERWISE CLASSIFIED (HNOC): None as defined under 29 CFR 1910.1200.

PHYSICAL / CHEMICAL HAZARDS

Material can accumulate static charges which may cause an ignition. Material can release vapors that readily form flammable mixtures. Vapor accumulation could flash and/or explode if ignited.

HEALTH HAZARDS

May cause central nervous system depression. High-pressure injection under skin may cause serious damage. Under conditions of poor personal hygiene and prolonged repeated contact, some polycyclic aromatic compounds (PACs) have been suspected as a cause of skin cancer in humans. May be irritating to the eyes, nose, throat, and lungs.

ENVIRONMENTAL HAZARDS

Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.



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NFPA Hazard ID:	Health: 2	Flammability: 2	Reactivity: 0
HMIS Hazard ID:	Health: 2*	Flammability: 2	Reactivity: 0

NOTE: This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

SECTION 3 COMPOSITION / INFORMATION ON INGREDIENTS

This material is defined as a mixture.

Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
DIESEL OIL..C9-20	68334-30-5	80 - > 99%	H226, H304, H332, H351, H315, H373, H401, H411

Hazardous Constituent(s) Contained in Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
ETHYL BENZENE	100-41-4	0.1 - 1%	H225, H304, H332, H373, H401, H412
NAPHTHALENE	91-20-3	0.1 - 1%	H228(2), H302, H351, H400(M factor 1), H410(M factor 1)

* All concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

NOTE: Composition may contain up to 0.5% performance additives and / or dyes.

As per paragraph (i) of 29 CFR 1910.1200, formulation is considered a trade secret and specific chemical identity and exact percentage (concentration) of composition may have been withheld. Specific chemical identity and exact percentage composition will be provided to health professionals, employees, or designated representatives in accordance with applicable provisions of paragraph (i).

SECTION 4 FIRST AID MEASURES

INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Remove contaminated clothing. Dry wipe exposed skin and cleanse with waterless hand cleaner and follow by washing thoroughly with soap and water. For those providing assistance, avoid further skin contact to yourself or others. Wear impervious gloves. Launder contaminated clothing separately before reuse. Discard contaminated articles that cannot be laundered. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.



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EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

Seek immediate medical attention. Do not induce vomiting.

NOTE TO PHYSICIAN

If ingested, material may be aspirated into the lungs and cause chemical pneumonitis. Treat appropriately.

PRE-EXISTING MEDICAL CONDITIONS WHICH MAY BE AGGRAVATED BY EXPOSURE

Contains hydrocarbon solvent/petroleum hydrocarbons; skin contact may aggravate an existing dermatitis.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Inappropriate Extinguishing Media: Straight Streams of Water

FIRE FIGHTING

Fire Fighting Instructions: Flammable. Evacuate area. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Firefighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Unusual Fire Hazards: Vapors are flammable and heavier than air. Vapors may travel across the ground and reach remote ignition sources causing a flashback fire danger. Hazardous material. Firefighters should consider protective equipment indicated in Section 8.

Hazardous Combustion Products: Aldehydes, Incomplete combustion products, Oxides of carbon, Smoke, Fume, Sulfur oxides

FLAMMABILITY PROPERTIES

Flash Point [Method]: >38°C (100°F) [ASTM D-93]

Flammable Limits (Approximate volume % in air): LEL: 0.6 UEL: 7.0

Autoignition Temperature: >200°C (392°F)

SECTION 6 ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting releases of this material to the environment which exceed the applicable reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

PROTECTIVE MEASURES

Avoid contact with spilled material. Warn or evacuate occupants in surrounding and downwind areas if required due to toxicity or flammability of the material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for



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advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders.

For emergency responders: Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H₂S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note: gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

SPILL MANAGEMENT

Land Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. All equipment used when handling the product must be grounded. Do not touch or walk through spilled material. Prevent entry into waterways, sewer, 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 and transfer to containers. Use clean non-sparking tools to collect absorbed material. Large Spills: Water spray may reduce vapor; but may not prevent ignition in closed spaces.

Water Spill: Stop leak if you can do it without risk. Eliminate sources of ignition. Warn other shipping. If the Flash Point exceeds the Ambient Temperature by 10 degrees C or more, use containment booms and remove from the surface by skimming or with suitable absorbents when conditions permit. If the Flash Point does not exceed the Ambient Air Temperature by at least 10C, use booms as a barrier to protect shorelines and allow material to evaporate. Seek the advice of a specialist before using dispersants.

Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Large Spills: Dike far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.

SECTION 7

HANDLING AND STORAGE

HANDLING

Avoid all personal contact. Do not siphon by mouth. Do not use as a cleaning solvent or other non-motor fuel uses. For use as a motor fuel only. It is dangerous and/or unlawful to put fuel into unapproved containers. Do not fill container while it is in or on a vehicle. Static electricity may ignite vapors and cause fire. Place container on ground when filling and keep nozzle in contact with container. Do not use electronic devices (including but not limited to cellular phones, computers, calculators, pagers or other electronic devices, etc.) during safety critical tasks, such as bulk fuel loading or unloading operations, or in storage areas where vapors may be present, unless the devices are certified intrinsically safe by an approved national testing agency and to the safety standards required by national and/or local laws and regulations. Prevent small spills and leakage to avoid slip hazard. Material can accumulate static charges which may cause an electrical spark (ignition source). Use proper bonding and/or ground procedures. However, bonding and grounds may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static Electricity) or



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CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Static Accumulator: This material is a static accumulator. A liquid is typically considered a nonconductive, static accumulator if its conductivity is below 100 pS/m (100x10E-12 Siemens per meter) and is considered a semiconductive, static accumulator if its conductivity is below 10,000 pS/m. Whether a liquid is nonconductive or semiconductive, the precautions are the same. A number of factors, for example liquid temperature, presence of contaminants, anti-static additives and filtration can greatly influence the conductivity of a liquid.

STORAGE

The type of container used to store the material may affect static accumulation and dissipation. Keep container closed. Handle containers with care. Open slowly in order to control possible pressure release. Store in a cool, well-ventilated area. Storage containers should be grounded and bonded. Fixed storage containers, transfer containers and associated equipment should be grounded and bonded to prevent accumulation of static charge. Keep away from incompatible materials.

SECTION 8

EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit / Standard			NOTE	Source
DIESEL OIL..C9-20	Stable Aerosol.	TWA	5 mg/m3		Skin	ExxonMobil
DIESEL OIL..C9-20	Vapor.	TWA	200 mg/m3		Skin	ExxonMobil
DIESEL OIL..C9-20 [total hydrocarb, vapor&aerosol]	Inhalable fraction and vapor	TWA	100 mg/m3		Skin	ACGIH
ETHYL BENZENE		TWA	435 mg/m3	100 ppm	N/A	OSHA Z1
ETHYL BENZENE		TWA	20 ppm		N/A	ACGIH
NAPHTHALENE		TWA	50 mg/m3	10 ppm	N/A	OSHA Z1
NAPHTHALENE		TWA	10 ppm		Skin	ACGIH

NOTE: Limits/standards shown for guidance only. Follow applicable regulations.

Biological limits

Substance	Specimen	Sampling Time	Limit	Determinant	Source
ETHYL BENZENE	Creatinine in urine	End of shift	0.15 g/g	Sum of mandelic acid and phenylglyoxylic acid	ACGIH BELs (BEIs)
NAPHTHALENE	No Biological Specimen provided	End of shift	Not Assigned	1-Naphthol, with hydrolysis + 2-Naphthol, with hydrolysis	ACGIH BELs (BEIs)

ENGINEERING CONTROLS

The level of protection and types of controls necessary will vary depending upon potential exposure conditions.



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Control measures to consider:

Use explosion-proof ventilation equipment to stay below exposure limits.

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

Half-face filter respirator

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapor warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

Eye Protection: If contact with material is likely, chemical goggles are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include:

Chemical/oil resistant clothing is recommended.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9

PHYSICAL AND CHEMICAL PROPERTIES

Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid

Color: Clear (May Be Dyed)



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Odor: Petroleum/Solvent
 Odor Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density (at 15 °C): 0.81 - 0.87
 Density (at 15 °C): 810 kg/m³ (6.76 lbs/gal, 0.81 kg/dm³) - 876 kg/m³ (7.31 lbs/gal, 0.88 kg/dm³)
 Flammability (Solid, Gas): N/A
 Flash Point [Method]: >38°C (100°F) [ASTM D-93]
 Flammable Limits (Approximate volume % in air): LEL: 0.6 UEL: 7.0
 Autoignition Temperature: >200°C (392°F)
 Boiling Point / Range: 145°C (293°F) - 370°C (698°F)
 Decomposition Temperature: N/D
 Vapor Density (Air = 1): > 2 at 101 kPa
 Vapor Pressure: 0.067 kPa (0.5 mm Hg) at 20 °C
 Evaporation Rate (n-butyl acetate = 1): N/D
 pH: N/A
 Log Pow (n-Octanol/Water Partition Coefficient): > 3.5
 Solubility in Water: Negligible
 Viscosity: 1.7 cSt (1.7 mm²/sec) at 40 °C - 4.1 cSt (4.1 mm²/sec) at 40 °C
 Oxidizing Properties: See Hazards Identification Section.

OTHER INFORMATION

Freezing Point: N/D
 Melting Point: N/A
 Pour Point: < -6°C (21°F)

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: See sub-sections below.

STABILITY: Material is stable under normal conditions.

CONDITIONS TO AVOID: Avoid heat, sparks, open flames and other ignition sources.

MATERIALS TO AVOID: Halogens, Strong Acids, Strong Bases, Strong oxidizers

HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

INFORMATION ON TOXICOLOGICAL EFFECTS

Hazard Class	Conclusion / Remarks
Inhalation	
Acute Toxicity: (Rat) 4 hour(s) LC50 4100 mg/m ³ (Vapor and aerosol)	Moderately toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 403
Irritation: No end point data for material.	Elevated temperatures or mechanical action may form vapors, mist, or fumes which may be irritating to the eyes, nose, throat, or lungs.



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Ingestion	
Acute Toxicity (Rat): LD50 > 5000 mg/kg	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 401
Skin	
Acute Toxicity (Rabbit): LD50 > 5000 mg/kg	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 434
Skin Corrosion/Irritation (Rabbit): Data available.	Irritating to the skin. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 404
Eye	
Serious Eye Damage/Irritation (Rabbit): Data available.	May cause mild, short-lasting discomfort to eyes. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 405
Sensitization	
Respiratory Sensitization: No end point data for material.	Not expected to be a respiratory sensitizer.
Skin Sensitization: Data available.	Not expected to be a skin sensitizer. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 406
Aspiration: Data available.	May be fatal if swallowed and enters airways. Based on physico-chemical properties of the material.
Germ Cell Mutagenicity: Data available.	Not expected to be a germ cell mutagen. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 471 475
Carcinogenicity: Data available.	Caused cancer in laboratory animals, but the relevance to humans is uncertain. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 451
Reproductive Toxicity: Data available.	Not expected to be a reproductive toxicant. Test(s) equivalent or similar to OECD Guideline 414
Lactation: No end point data for material.	Not expected to cause harm to breast-fed children.
Specific Target Organ Toxicity (STOT)	
Single Exposure: No end point data for material.	Not expected to cause organ damage from a single exposure.
Repeated Exposure: Data available.	Contains a substance that may cause damage to organs from prolonged or repeated exposure. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 410 413

TOXICITY FOR SUBSTANCES

NAME	ACUTE TOXICITY
ETHYL BENZENE	Inhalation Lethality: 4 hour(s) LC50 17.8 mg/l (Vapor) (Rat); Oral Lethality: LD50 3.5 g/kg (Rat)
NAPHTHALENE	Inhalation Lethality: 4 hour(s) LC50 > 0.4 mg/l (Max attainable vapor conc.) (Rat); Oral Lethality: LD50 533 mg/kg (Mouse)

OTHER INFORMATION

For the product itself:

Target Organs Repeated Exposure: Bone marrow, Liver, Thymus

Vapor concentrations above recommended exposure levels are irritating to the eyes and the respiratory tract, may cause headaches and dizziness, are anesthetic and may have other central nervous system effects.

Small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema.



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Diesel fuel: Caused cancer in animal tests. Caused mutations in vitro. Repeated dermal exposures to high concentrations in test animals resulted in reduced litter size and litter weight, and increased fetal resorptions at maternally toxic doses. Dermal exposure to high concentrations resulted in severe skin irritation with weight loss and some mortality. Inhalation exposure to high concentrations resulted in respiratory tract irritation, lung changes/infiltration/accumulation, and reduction in lung function.

Diesel exhaust fumes: Carcinogenic in animal tests. Inhalation exposures to exhaust for 2 years in test animals resulted in lung tumors and lymphoma. Extract of particulate produced skin tumors in test animals. Caused mutations in vitro.

Contains:

NAPHTHALENE: Exposure to high concentrations of naphthalene may cause destruction of red blood cells, anemia, and cataracts. Naphthalene caused cancer in laboratory animal studies, but the relevance of these findings to humans is uncertain.

ETHYLBENZENE: Caused cancer in laboratory animal studies. The relevance of these findings to humans is uncertain.

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
ETHYL BENZENE	100-41-4	5
NAPHTHALENE	91-20-3	2, 5

--REGULATORY LISTS SEARCHED--

1 = NTP CARC

2 = NTP SUS

3 = IARC 1

4 = IARC 2A

5 = IARC 2B

6 = OSHA CARC

SECTION 12

ECOLOGICAL INFORMATION

The information given is based on data for the material, components of the material, or for similar materials, through the application of bridging principals.

ECOTOXICITY

Material -- Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

MOBILITY

More volatile component -- Highly volatile, will partition rapidly to air. Not expected to partition to sediment and wastewater solids.

High molecular wt. component -- Low solubility and floats and is expected to migrate from water to the land. Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Material -- Expected to be inherently biodegradable

Atmospheric Oxidation:

More volatile component -- Expected to degrade rapidly in air

ECOLOGICAL DATA



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Ecotoxicity

Test	Duration	Organism Type	Test Results
Aquatic - Acute Toxicity	48 hour(s)	Daphnia magna	EL50 1 - 1000 mg/l: data for similar materials
Aquatic - Acute Toxicity	96 hour(s)	Fish	LL50 1 - 100 mg/l: data for similar materials
Aquatic - Acute Toxicity	72 hour(s)	Pseudokirchneriella subcapitata	EL50 1 - 100 mg/l: data for similar materials
Aquatic - Chronic Toxicity	72 hour(s)	Pseudokirchneriella subcapitata	NOELR 1 - 10 mg/l: data for similar materials

Persistence, Degradability and Bioaccumulation Potential

Media	Test Type	Duration	Test Results
Water	Ready Biodegradability	28 day(s)	Percent Degraded < 60 : similar material

SECTION 13**DISPOSAL CONSIDERATIONS**

Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products.

REGULATORY DISPOSAL INFORMATION

RCRA Information: Disposal of unused product may be subject to RCRA regulations (40 CFR 261). Disposal of the used product may also be regulated due to ignitability, corrosivity, reactivity or toxicity as determined by the Toxicity Characteristic Leaching Procedure (TCLP). Potential RCRA characteristics: IGNITABILITY.

Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14**TRANSPORT INFORMATION****LAND (DOT)**

Proper Shipping Name: DIESEL FUEL
 Hazard Class & Division: COMBUSTIBLE LIQUID
 ID Number: NA1993
 Packing Group: III
 Marine Pollutant: No
 ERG Number: 128
 Label(s): NONE



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Transport Document Name: NA1993, DIESEL FUEL, COMBUSTIBLE LIQUID, PG III

Footnote: The flash point of this material is greater than 100 F. Regulatory classification of this material varies. DOT: Flammable liquid or combustible liquid. OSHA: Combustible liquid. IATA/IMO: Flammable liquid. This material is not regulated under 49 CFR in a container of 119 gallon capacity or less when transported solely by land, as long as the material is not a hazardous waste, a marine pollutant, or specifically listed as a hazardous substance.

LAND (TDG)

Proper Shipping Name: GAS OIL
Hazard Class & Division: 3
UN Number: 1202
Packing Group: III
Special Provisions: 88, 150

SEA (IMDG)

Proper Shipping Name: GAS OIL
Hazard Class & Division: 3
EMS Number: F-E, S-E
UN Number: 1202
Packing Group: III
Marine Pollutant: Yes
Label(s): 3
Transport Document Name: UN1202, GAS OIL, 3, PG III, (>38°C c.c.), MARINE POLLUTANT

AIR (IATA)

Proper Shipping Name: GAS OIL
Hazard Class & Division: 3
UN Number: 1202
Packing Group: III
Label(s) / Mark(s): 3
Transport Document Name: UN1202, GAS OIL, 3, PG III

SECTION 15	REGULATORY INFORMATION
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OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Listed or exempt from listing/notification on the following chemical inventories: AIIIC, DSL, IECSC, KECI, PICCS, TSCA

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302

CERCLA: This material is not subject to any special reporting under the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Contact local authorities to determine if other reporting requirements apply.

SARA (311/312) REPORTABLE GHS HAZARD CLASSES: Acute Toxicity (any route of exposure), Aspiration Hazard, Carcinogenicity, Flammable (gases, aerosols, liquids, or solids), Skin Corrosion or Irritation, Specific



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Target Organ toxicity (single or repeated exposure)

SARA (313) TOXIC RELEASE INVENTORY:

Chemical Name	CAS Number	Typical Value
ETHYL BENZENE	100-41-4	0.1 - 1%
NAPHTHALENE	91-20-3	0.1 - 1%

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
DIESEL OIL..C9-20	68334-30-5	1, 18
ETHYL BENZENE	100-41-4	1, 4, 10, 17, 19
NAPHTHALENE	91-20-3	1, 4, 10, 17, 19

--REGULATORY LISTS SEARCHED--

1 = ACGIH ALL	6 = TSCA 5a2	11 = CA P65 REPRO	16 = MN RTK
2 = ACGIH A1	7 = TSCA 5e	12 = CA RTK	17 = NJ RTK
3 = ACGIH A2	8 = TSCA 6	13 = IL RTK	18 = PA RTK
4 = OSHA Z	9 = TSCA 12b	14 = LA RTK	19 = RI RTK
5 = TSCA 4	10 = CA P65 CARC	15 = MI 293	

Code key: CARC=Carcinogen; REPRO=Reproductive

SECTION 16

OTHER INFORMATION

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov. Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of this product.

This warning is given to comply with California Health and Safety Code 25249.6 and does not constitute an admission or a waiver of rights.

N/D = Not determined, N/A = Not applicable

KEY TO THE H-CODES CONTAINED IN SECTION 3 OF THIS DOCUMENT (for information only):

H225: Highly flammable liquid and vapor; Flammable Liquid, Cat 2
 H226: Flammable liquid and vapor; Flammable Liquid, Cat 3
 H228(2): Flammable solid; Flammable Solid, Cat 2
 H302: Harmful if swallowed; Acute Tox Oral, Cat 4
 H304: May be fatal if swallowed and enters airways; Aspiration, Cat 1
 H315: Causes skin irritation; Skin Corr/Irritation, Cat 2
 H332: Harmful if inhaled; Acute Tox Inh, Cat 4
 H351: Suspected of causing cancer; GHS Carcinogenicity, Cat 2
 H373: May cause damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 2
 H400: Very toxic to aquatic life; Acute Env Tox, Cat 1
 H401: Toxic to aquatic life; Acute Env Tox, Cat 2
 H410: Very toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 1
 H411: Toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 2
 H412: Harmful to aquatic life with long lasting effects; Chronic Env Tox, Cat 3



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THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:

GHS Health Symbol information was modified.

GHS Physical/Chemical Symbol information was modified.

Section 01: Alternate Product Names Table information was added.

Section 06: Accidental Release - Spill Management - Land information was modified.

Section 11: Target Organ Toxicity - Repeat Conclusion information was modified.

Section 14: Marine Pollutant information was modified.

Section 14: Transport Document Name information was modified.

Section 15: National Chemical Inventory Listing information was modified.

Section 16: HCode Key information was modified.

Section 16: Materials Covered information was deleted.

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