

MA 18P19041900000000000157
EXTENSION

State of Maine

6/10/2020



Master Agreement

Effective Date: 05/08/20

Expiration Date: 05/07/22

Master Agreement Description: Bulk Unleaded Vehicle Fuel for Various State Agencies

Buyer Information

Michelle Fournier	207-624-8868	ext.	Michelle.Fournier@maine.gov
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Issuer Information

Michelle D.Fournier	207-624-8868	ext.	Michelle.Fournier@maine.gov
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Requestor Information

Michelle D. Fournier	207-624-8868	ext.	Michelle.Fournier@maine.gov
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Agreement Reporting Categories

Reason For Modification:
Extension authorized under
RFQ190319000000000000273

Authorized Departments

ALL

Vendor Information

Vendor Name

Dennis K. Burke, Inc.

Alias/DBA

Vendor ID: VS0000001709

Vendor Address Information

P.O. Box 3639

Boston, MA 02241-3639

US

Vendor Contact Information

Joe Cote
800-289-2875 ext.
joe.cote@burkeoil.com

Vendor Line #: 1 Commodity Information

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 1

Commodity Code: 40509

Commodity Description: Bulk Unleaded Vehicle Fuel for Maine DOT

Commodity Specifications: As per the specifications attached & made part of this agreement,

MDOT has locked in 380,000 gallons of unleaded fuel at \$1.46 /gallon for locations statewide. After locked in fuel is used, pricing will revert to the Fixed Margin Price of \$0.05 per gallon over the OPIS Rack Daily rate.

Commodity Extended Description: Bulk Unleaded Vehicle Fuel for Maine		
Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End
0.00	05/08/06	Date 05/07/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: DENNIS K BURKE INC.

Commodity Line #: 2

Commodity Code: 40509

Commodity Description: Bulk Unleaded Vehicle Fuel for Maine State Prison

Commodity Specifications: As per the specifications attached made part of this RFQ, Maine State Prison System has locked in 52,000 gallons of unleaded fuel at \$1.46/gallon for locations statewide. After locked in fuel is used up, pricing will revert to the Fixed Margin Price of \$0.05 per gallon over the OPIS Rack Daily rate.

Commodity Extended Description: Bulk Unleaded Vehicle Fuel for Maine State Prison

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	

0

Contract Amount	Service Start Date	Service End Date
0.00	05/08/19	005/07/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Information

Vendor Line #: 1

Vendor Name: Dennis K. Burke, Inc.

Commodity Line #: 3

Commodity Code: 40509

Commodity Description: Bulk Unleaded Vehicle Fuel for Maine Veterans Cemetery

Commodity Specifications: As per the specifications attached made part of this RFQ, Maine Veterans Cemetery has locked in 1,000 gallons of unleaded fuel at \$1.46/gallon for locations statewide. After locked in fuel is used up, pricing will revert to the Fixed Margin Price of \$0.05 per gallon over the OPIS Rack Daily rate.

Commodity Extended Description: Bulk Unleaded Vehicle Fuel for Maine Veterans Cemetery

Quantity	UOM	Unit Price
0.00000		0.000000

Delivery Days	Free On Board
0	

Contract Amount	Service Start Date	Service End
0.00	05/08/20	Date 05/07/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.


State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 6/18/2020
A4D4AE6018C54EC

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Dennis K. Burke, Inc.

DocuSigned by:
 6/22/2020
C8781040E3A8499

Signature Date

Joseph Cote, Chief Supply & Business Development Officer

Bureau of Business Management – Division of Procurement Services
State of Maine – Department of Administrative and Financial Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 18P 19041900000000000157

Tel. (207) 624-7340
Fax.# (207) 287-6578

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Unleaded Vehicle Fuel for Various State Agencies

Contractor: Dennis K. Burke, Inc.

Mater Agreement Competitive Bid RFQ: RFQ19031900000000000273

Contract Period Extended To: 05/07/22

Extended Contract Pricing: **\$1.46/gallon** for bulk unleaded vehicle fuel for various state agencies. After the locked in gallons are used up, pricing will revert to the Fixed Margin Price of \$0.05 per gallon over OPIS Rack Daily. See attached specifications for list of agencies number of gallons locked in.

Scope Change: No change

Extension Clause: Two-year extension authorized under RFQ19031900000000000273.

Agreement to Extend Contract: In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No MA 18P19041900000000000157 through May 8, 2022 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on this contract from 05/08/19 to present:
\$456,071.67

Agreement to extend Master Agreement MA 18P 19041900000000000157 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:



A4D4AE6018C54EC...

Jaime C. Schorr, Chief Procurement Officer

6/18/2020

Date

And

Dennis K. Burke, Inc.

DocuSigned by:



C8781040E3A8499...

Joseph Cote, Chief Supply & Business Development Officer

6/22/2020

Date

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C – Exceptions
<input checked="" type="checkbox"/>	Debarment Form
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Sales Contracts
<input checked="" type="checkbox"/>	Other – Safety Data Sheet

RIDER A
Scope of Work and/or Specifications
MA 18P 19041900000000000157

Commodity: Bulk Unleaded Vehicle Fuel for Various State Agencies

Contract Period: 05/08/20 to 05/07/22

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Joseph Cote **Tel:** 1-800-289-2875 **Email:** joe.cote@burkeoil.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: The Department shall order fuel as needed and the vendor will issue invoices promptly after fuel is delivered. The Department will issue confirming Delivery Orders (DO) upon receipt of correct invoice. The Department will pay invoices net 20 days.

Using Departments: The primary using departments of this Master Agreement are: ALL

Shipping Points: The items covered by this MA may be requested for and expect to be shipped statewide.

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Specifications

As per the specifications defined in RFQ19031900000000000273, the Vendor will provide bulk unleaded fuel. Fuel is delivered to locations all over the State of Maine.

Rates- The locked in price is \$1.46 per gallon for various state agencies. Pricing will revert to the Fixed Margin Price of \$0.05 per gallon over OPIS Rack Daily after the locked in gallons have been used.

Maine DOT locked in 380,000 gallons of unleaded fuel at \$1.46 per gallon for the two-year period.

Maine Department of Corrections locked in 52,000 gallons at \$1.46 per gallon for the two-year period.

Maine Veterans Cemetery locked in 1000 gallons at \$1.46 per gallon for the two-year period.

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No MA 18P19041900000000000157 through May 8, 2022 with all terms, conditions remaining as shown in the original contract.

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any

applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C

EXCEPTIONS

N/A

Vendor Name: Dennis K. Burke, Inc. MA #: 18P 190419*157 Date: 6-10-2020

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary covered Transactions

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED
INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joe Cote

Name and Title, Authorized Representative

DocuSigned by:

C8784040E3A8400...

6/22/2020

Signature

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the State of Maine determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the State of Maine determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the State of Maine may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the State of Maine if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the State of Maine for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State of Maine.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the State of Maine, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the State of Maine may terminate this transaction for cause or default.

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 18P19031900000000000273

Bulk Gas/Diesel Vehicle Fuel for Various State Agencies

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

☒ Yes, with conditions as follows:

Pricing will vary depending on the tank size (larger tanks will receive lower pricing)

☐ No

Name of Company:

Dennis K. Burke Inc.

Address:

555 Constitution Drive, Taunton MA 02780

Signature

Digitally signed by:

Joe Cole

C0701040E3A0499...

Date:

6/22/2020

This will confirm the conversation of May 14, 2020 between seller and buyer in which the following agreement was reached.

Buyer:	State of Maine	Attention:	David Mealey
Phone:	(207)287-3011	Address:	66 Industrial Drive, Augusta, ME 04333
Fax/Email:	david.mealey@maine.gov	Contract Type:	MUNI
Account:	4057		

<u>Gallons</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
380.000	\$1.4600	May 8, 2020	May 7, 2022

Product to be delivered ratably. Overdeliveries are payable at seller's prevailing delivery price(s). Underliftings may be liquidated by Burke at a charge of less than \$.0500 per gallon plus the NYMEX differential. This charge is not a penalty but Burke's best effort to minimize cost for both Burke and the customer. Burke is solely responsible for the calculation. Customer is responsible for all applicable taxes and fees. Margin payment as determined by seller may be required in advance, upon receipt of this sales confirmation.

Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (e.g., allocations, priorities or price controls) or any other such cause. Seller's ability to supply petroleum products further is dependent on their continued availability from seller's usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet seller's total commitments, seller shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve buyer of the obligation to pay in full for product actually delivered.

The General Terms and Conditions of Dennis K. Burke, Inc. are incorporated by reference. This confirmation is the operative instrument with respect to the referenced transaction. If any of the above is contrary to your understanding of our agreement, please notify Dennis K. Burke, Inc. immediately. In the event no such notification is received by the close of business on the next working day following this transmission, the provisions set forth herein shall be binding upon both parties.

We appreciate the opportunity to conclude this transaction with your company. By signing this agreement and returning it to us you are confirming that you have the authority to bind your company to this agreement.

	Total Gallons	Product	Price
Seller agrees to provide a maximum/minimum of:	380,000	Unleaded Gasoline	\$1.4600
Buyer agrees to purchase a maximum/minimum of:	380,000	Unleaded Gasoline	\$1.4600

Date Range: The term of the Agreement shall be subject to Buyer's consumption of the minimum amount of gallons as required above. The date range as indicated on the Sales Agreement shall be effective only upon Buyer's full consumption of the minimum amount of gallons required for each product, respectively. Buyer and Seller agree to fulfill gallon requirements at the price stated within the Agreement beyond the date range indicated in the Agreement, if necessary.

DocuSigned by:
Laurie Andrie
 6/18/2020
 AAD4AF6048C654EC...

5/14/2020

Mark Pszeniczny

For: Dennis K. Burke, Inc. Date

Please sign and e-mail back to: contracts@burkeoil.com



SALES AGREEMENT CONFIRMATION

This will confirm the conversation of May 14, 2020 between seller and buyer in which the following agreement was reached.

Seller: Dennis K. Burke, Inc. 555 Constitution Drive Taunton, MA 02780

Buyer:	State of Maine	Attention:	David Mealey
Phone:	(207)287-3011	Address:	66 Industrial Drive, Augusta, ME 04333
Fax/Email:	david.mealey@maine.gov	Contract Type:	MUNI
Account:	4057		

Product: Unleaded Gasoline (87)

Gallons	Price	Start Date	Ending Date
380,000	\$1.4600	May 8, 2020	May 7, 2022

Date can be extended at no cost to state until gallons are completed

TERMS: Net 30 Days

Delivery: Price Includes Delivery

Taxes: Price Does NOT Include Taxes

Product to be delivered ratably. Overdeliveries are payable at seller's prevailing delivery price(s). Underliftings may be liquidated by Burke at a charge of less than \$.0500 per gallon plus the NYMEX differential. This charge is not a penalty but Burke's best effort to minimize cost for both Burke and the customer. Burke is solely responsible for the calculation. Customer is responsible for all applicable taxes and fees. Margin payment as determined by seller may be required in advance, upon receipt of this sales confirmation.

Special Conditions:

Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (e.g., allocations, priorities or price controls) or any other such cause. Seller's ability to supply petroleum products further is dependent on their continued availability from seller's usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet seller's total commitments, seller shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve buyer of the obligation to pay in full for product actually delivered.

The General Terms and Conditions of Dennis K. Burke, Inc. are incorporated by reference. This confirmation is the operative instrument with respect to the referenced transaction. If any of the above is contrary to your understanding of our agreement, please notify Dennis K. Burke, Inc. immediately. In the event no such notification is received by the close of business on the next working day following this transmission, the provisions set forth herein shall be binding upon both parties.

We appreciate the opportunity to conclude this transaction with your company. By signing this agreement and returning it to us you are confirming that you have the authority to bind your company to this agreement.

	Total Gallons	Product	Price
Seller agrees to provide a maximum/minimum of:	380,000	Unleaded Gasoline	\$1.4600
Buyer agrees to purchase a maximum/minimum of:	380,000	Unleaded Gasoline	\$1.4600

Date Range: The term of the Agreement shall be subject to Buyer's consumption of the minimum amount of gallons as required above. The date range as indicated on the Sales Agreement shall be effective only upon Buyer's full consumption of the minimum amount of gallons required for each product, respectively. Buyer and Seller agree to fulfill gallon requirements at the price stated within the Agreement beyond the date range indicated in the Agreement, if necessary.

DocuSigned by:

Laurie Andre 6/18/2020
A4D4AF6018C54EC...
Buyer Date

Mark P. B... 5/14/2020
For: Dennis K. Burke, Inc. Date

Please sign and e-mail back to: contracts@burkeoil.com



SALES AGREEMENT CONFIRMATION

This will confirm the conversation of June 6, 2020 between seller and buyer in which the following agreement was reached.

Seller: Dennis K. Burke, Inc. 555 Constitution Drive Taunton, MA 02780

Buyer:	State of Maine – Veteran Cemetery	Attention:	Michelle Fournier
Phone:	207-624-8868	Address:	9 State House Station, Augusta, Maine 04333
Fax/Email:	Michelle.Fournier@maine.gov	Contract Type:	MUNI
Account:	4057		

Product: **Unleaded Gasoline (87)**

<u>Gallons</u>	<u>Price</u>	<u>Start Date</u>	<u>Ending Date</u>
2,000	\$1.4600	May 8, 2020	May 7, 2022

Date can be extended at no cost to state until gallons are completed

TERMS: Net 30 Days

Delivery: Price Includes Delivery

Taxes: Price Does NOT Include Taxes

Product to be delivered ratably. Overdeliveries are payable at seller's prevailing delivery price(s). Underliftings may be liquidated by Burke at a charge of less than \$.0500 per gallon plus the NYMEX differential. This charge is not a penalty but Burke's best effort to minimize cost for both Burke and the customer. Burke is solely responsible for the calculation. Customer is responsible for all applicable taxes and fees. Margin payment as determined by seller may be required in advance, upon receipt of this sales confirmation.

Special Conditions:

Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (e.g., allocations, priorities or price controls) or any other such cause. Seller's ability to supply petroleum products further is dependent on their continued availability from seller's usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet seller's total commitments, seller shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve buyer of the obligation to pay in full for product actually delivered.

The General Terms and Conditions of Dennis K. Burke, Inc. are incorporated by reference. This confirmation is the operative instrument with respect to the referenced transaction. If any of the above is contrary to your understanding of our agreement, please notify Dennis K. Burke, Inc. immediately. In the event no such notification is received by the close of business on the next working day following this transmission, the provisions set forth herein shall be binding upon both parties.

We appreciate the opportunity to conclude this transaction with your company. By signing this agreement and returning it to us you are confirming that you have the authority to bind your company to this agreement.

	Total Gallons	Product	Price
Seller agrees to provide a maximum/minimum of:	2,000	Unleaded Gasoline	\$1.4600
Buyer agrees to purchase a maximum/minimum of:	2,000	Unleaded Gasoline	\$1.4600

Date Range: The term of the Agreement shall be subject to Buyer's consumption of the minimum amount of gallons as required above. The date range as indicated on the Sales Agreement shall be effective only upon Buyer's full consumption of the minimum amount of gallons required for each product, respectively. Buyer and Seller agree to fulfill gallon requirements at the price stated within the Agreement beyond the date range indicated in the Agreement, if necessary.

DocuSigned by:

Laurie Andre 6/18/2020
 A4D4AF6018C54EC...
 Buyer Date

6/9/2020
Mark P. [Signature]
 For: Dennis K. Burke, Inc. Date

Please sign and e-mail back to: contracts@burkeoil.com



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

1. IDENTIFICATION

Product Identifier	Unleaded Gasoline, Non-Oxygenated, All Grades
Synonyms:	Gasoline, Conventional Gasoline – All Grades, Unleaded Gasoline, Regular Unleaded Gasoline, Premium Unleaded Gasoline, Mid-grade Unleaded Gasoline, Non-Oxygenated Gasoline, Reformulated Blendstock for Oxygenate Blending (RBOB), Premium Blendstock for Oxygenate Blending (PBOB), Conventional Blendstock for Oxygenate Blending (CBOB), Non-ethanol 87, Non-ethanol 91
Intended use of the product:	Fuel
Contact:	Gulf Oil Limited Partnership 80 William Street Suite 400 Wellesley Hills, MA 02481 www.gulfoil.com (Non-emergency): 339-933-7200
Emergency Contact:	EMERGENCY TELEPHONE NUMBER (24 hrs): CHEMTREC (800) 424-9300

2. HAZARD IDENTIFICATION

Applicable Hazard Classifications and Hazard Statements (GHS-US):

Flammable Gas	Category 1A	H220 – Extremely flammable gas
Flammable Liquid	Category 2	H225– Highly flammable liquid and vapor
Flammable Liquid	Category 3	H226 – Flammable liquid and vapor
Flammable Liquid	Category 4	H227 – Combustible liquid
Acute Toxicity, Oral	Category 4	H302- Harmful if swallowed
Aspiration Hazard	Category 1	H304- May be fatal if swallowed and enters airways
Acute Toxicity, Dermal	Category 4	H312- Harmful on contact with skin
Skin Corrosion/Irritation	Category 2	H315- Causes skin irritation
Serious Eye Damage/ Eye Irritation	Category 2A	H319 – Causes serious eye irritation
Acute Toxicity, Inhalation	Category 4	H332- Harmful if inhaled
STOT ¹ SE ² , Respiratory Tract Irritation	Category 3	H335 – May cause respiratory irritation
STOT SE, Narcotic Effects	Category 3	H336 – May cause drowsiness or dizziness
Germ Cell Mutagenicity	Category 1B	H340– May cause genetic defects
Carcinogenicity	Category 1A	H350– May cause cancer
Carcinogenicity	Category 2	H351 - Suspected of causing cancer
Reproductive Toxicity	Category 2	H361– Suspected of damaging fertility or the unborn child
STOT RE ³	Category 1	H372– Causes damage to organs through prolonged or repeated exposure
STOT RE	Category 2	H373 – Causes damage to organs through prolonged or repeated exposure
Acute Aquatic Hazard	Category 2	H401- Toxic to aquatic life
Acute Aquatic Hazard	Category 1	H410 – Very toxic to aquatic life with long lasting effects
Chronic Aquatic Hazard	Category 2	H411-Toxic to aquatic life with long lasting effects
Hazard Not Otherwise Classified		Static accumulating flammable liquid

Labeling Elements



¹ STOT – Specific Target Organ Toxicity

² SE – Single Exposure

³ RE – Repeated Exposure



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

Signal Word (GHS-US):

Precautionary Statements (GHS-US)

Danger

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/lighting equipment pursuant to applicable electrical code.
 P242 – Use only non-sparking tools.
 P243 – Take precautionary measures against static discharge.
 P260 - Do not breathe dust/fume/gas/mist/vapors/spray.
 P261 – Avoid breathing fume/gas/mist/vapors/spray.
 P264 – Wash thoroughly after handling.
 P270 – DO not eat drink or smoke when using this product.
 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.
 P281 – Use personal protective equipment as required.
 P301+P310 - If swallowed: Immediately call a poison center/doctor.
 P301+P312 – If Swallowed, call a Poison Center/Doctor if you feel unwell.
 P302+P352 – If on skin, wash with plenty of water.
 P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse with water/shower.
 P304+P312 – If inhaled, call a Poison Center/Doctor if you feel unwell.
 P304+P340 – If Inhaled: Remove person to fresh air and keep comfortable for breathing.
 P305+P351+P338 – If in Eyes: rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing.
 P308+P311 - If exposed or concerned: Call a Poison Center/Doctor.
 P308+P313 - If exposed or concerned: get medical attention/advice.
 P312 – Call a Poison Center or Doctor if you feel unwell.
 P314 – Get medical attention/advice if you feel unwell.
 P321 - Specific treatment, see Section 4 – First Aid.
 P322 – Specific measures, see Section 4 – First Aid.
 P330 – Rinse mouth.
 P331 - Do NOT induce vomiting.
 P332+P313 – If skin irritation occurs: get medical advice/attention.
 P337+P313 – If eye irritation persists; get medical advice/attention.
 P362 – Take off contaminated clothing.
 P363 – Wash contaminated clothing before reuse.
 P370+P378 – In case of fire use firefighting foam or other appropriate media for Class B fires to extinguish.
 P377 – Leaking gas fire. Do not extinguish unless leak can be stopped safely.
 P381 – In case of leakage, eliminate all ignition sources.
 P391 – Collect spillage.
 P403 – Store in a well-ventilated place.
 P403+P233 – Store in a well-ventilated place. Keep container tightly closed.
 P403+P235 - Store in a well-ventilated place. Keep cool.
 P405 - Store locked up.
 P501 – Dispose of contents/container in accordance with local/regional/national/international regulation.

Other information:

NFPA 704

Health: 1 – Can cause significant irritation

Fire: 3 – Can be ignited under almost all ambient temperatures

Reactivity: 0 – Stable



Under normal conditions, this product is not a gas under pressure, explosive, self-heating, pyrophoric, an oxidizer, an organic peroxide, self-reactive, a combustible dust or corrosive to metal. It does not emit flammable gas in contact with water.



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Composition Information

Name	Product Identifier (CAS#)	Concentration*	Classification
Gasoline	8006-61-9	100	Flam Liq 2, H225; Asp 1, H304; Muta 1B, H340; Carc 1A, H350; Aquatic Haz 2, H401 & H411
Hazardous Constituents			
Benzene	71-43-2	0.1 to 1.6	Flam Liq 2, H225; Asp 1, H304; Skin Irrit 2, H315; Eye Irrit 2A, H319; Muta 1B H340; Carc 1A, H350; STOT RE 1, H372
Butane	106-97-8	0 - 10	Flam Gas 1A, H220
Cumene	98-82-8	0 - 1	Flam Liq 3, H226; Asp 1, H304; STOT SE Resp. 3, H335; Carc 2, H351
Cyclohexane	110-82-7	0 – 1.5	Flam Liq 2, H225; Asp 1, H304; Skin Irrit 2, H315; STOT SE CNS 3, H336
Ethylbenzene	100-41-4	0 – 3.5	Flam Liq 2, H225; Asp 1, H304; Acute Tox 4, H332; STOT RE 2, H373
N-Hexane	110-54-3	0 - 5	Flam Liq 2, H225; Asp 1, H304; Skin Irrit 2, H315; STOT SE CNS 3, H336; Repro 2, H361; STOT RE 2, H373
Naphthalene	91-20-3	0 - 1	Flam Liq 4, H227; Acute Tox 4, H302; Carc 2, H351; Aquatic Acute 1, H410; Aquatic Long-Term 2, H411
Toluene	108-88-3	0 - 20	Flam Liq 2, H225; Asp 1, H304; Skin Irrit 2, H315; STOT SE CNS 3, H336; Repro 2, H361; STOT RE 2, H373
Xylenes	1330-20-7	0 - 20	Flam Liq 3, H226; Acute Tox 4, H312; Skin Irrit 2, H315; Acute Tox 4, H332
1,2,4- Trimethylbenzene	95-63-6	0 - 5	Flam Liq 3, H226; Acute Tox 4, H312; Skin Irrit 2, H315; Eye Irrit 2A, H319; Acute Tox 4, H332; STOT SE 3, H335; Long-term Aquatic 2, H411

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

Additional Formulation Information

Gasoline is a complex blend of petroleum-derived normal and branched-chain alkane, cycloalkane, alkene and aromatic hydrocarbons. Butane is often added to increase volatility, especially in winter. May contain antioxidant and multifunctional additives. Its exact composition depends on the source of the crude oil from which it was produced and the refining methods used. Because of volatility considerations, gasoline vapor may have concentrations of components very different from those of liquid gasoline. Motor gasoline is considered a mixture by EPA under the Toxic Substance Control Act (TSCA). See Section 15 for list of SARA Section 313 toxic chemicals.



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

4. FIRST AID MEASURES

Route	Measures
Inhalation	For those providing assistance, avoid exposure to yourself or others. Remove person to fresh air. If person is not breathing, ensure an open airway and provide artificial respiration. If necessary, provide additional oxygen once breathing is restored if trained to do so and seek medical attention immediately. If respiratory irritation, dizziness, nausea or unconsciousness occurs seek medical attention immediately.
Ingestion	Aspiration Hazard: DO NOT INDUCE VOMITING. Do not give liquids. Never give anything by mouth to an unconscious person. If spontaneous vomiting occurs, lean victim forward to reduce the risk of aspirating liquids into lungs, causing serious damage and chemical pneumonitis. If patient is lying down, turn body and head to side to prevent aspiration and monitor for breathing difficulty. If the victim is conscious, small amounts of material which enter the mouth should be rinsed out until the taste is dissipated. Seek medical attention immediately.
Eye Contact	In case of contact with eyes, immediately flush with clean, low-pressure water for at least 15 minutes. Hold eyelids open to ensure adequate flushing. Check for and gently remove contact lenses while flushing. Seek medical attention immediately.
Skin Contact	Remove contaminated clothing and shoes. Wash contaminated areas thoroughly with soap and water. Obtain medical attention if irritation or redness develops. Any injection injury from high pressure equipment should be evaluated immediately by a physician as potentially serious. Launder contaminated clothing before re-use.
Absorption	May be absorbed through the skin in harmful amounts. As with skin contact, remove contaminated clothing and flush with copious amounts of water. Flush affected area for at least 15 minutes to minimize potential for further absorption. Seek medical attention if significant portions of skin have been exposed.

Most Important Symptoms

Irritating to the skin and mucous membranes. Symptoms may include redness, itching and inflammation. May cause nausea, vomiting, diarrhea and signs of nervous system depression: headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Aspiration hazard. May cause coughing, chest pains, shortness of breath, pulmonary edema and/or chemical pneumonitis. Repeated or prolonged skin contact may cause drying, reddening, itching and cracking.

Long-term exposure may cause effects to specific organs, such as to the liver, kidneys, blood, nervous system and skin. Contains benzene, which can cause blood disease, including anemia and leukemia. Urine samples may be obtained to determine biological effects of benzene exposure and should be collected in accordance with the medical surveillance criteria in 29 CFR 1910.1028.

Notes to Medical Professionals

INHALATION: The priority in treatment should be the establishment of adequate ventilation and the administration of 100% oxygen. Monitor for respiratory distress and anticipate seizures. If cough or difficulty in breathing develops, evaluate for upper respiratory tract inflammation, bronchitis and pneumonitis. This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided. Consider orotracheal or nasotracheal intubation of airway if patient is unconscious or is in severe respiratory distress.

SKIN or EYES: Accidents involving high-pressure equipment may inject a stream of material through the skin and initially produce an injury that may not appear serious. Only a small puncture wound may appear on the skin surface but, without proper treatment and depending on the nature, original pressure, volume and location of the injected material, can compromise blood supply to an affected body part. Prompt surgical debridement of the wound may be necessary to prevent irreversible loss of function and/or the affected body part. Immediately wash or flush contaminated eyes with gently flowing water. If possible, irrigate each eye continuously with 0.9% saline (NS).

INGESTION: This material represents a significant aspiration and chemical pneumonitis hazard. If ingested, do NOT induce vomiting, as this may cause chemical pneumonia (fluid in the lungs). Consider activated charcoal and/or gastric lavage. If patient is obtunded, protect the airway by cuffed endotracheal intubation or by placement of the body in the Trendelenburg position or left lateral decubitus position.

Medical Conditions Aggravated by Exposure

Irritation from skin exposure may aggravate existing open wounds, skin disorders or dermatitis (rash). Chronic respiratory disease, liver or kidney dysfunction or pre-existing central nervous system disorders may be aggravated by exposure.



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

5. FIRE-FIGHTING MEASURES

Firefighting should be attempted only by those who are adequately trained and equipped with proper protective equipment. For additional fire related information, see NFPA 30 or the Emergency Response Guidebook 128.

Extinguishing Media

SMALL FIRES: Small fires in the incipient (beginning) stage may be extinguished using handheld portable fire extinguishers. Any extinguisher suitable for Class B fires, dry chemical, CO₂, water spray, foam or Halon.

LARGE FIRES: Foam. Water may be ineffective for fighting the fire, but may be used to cool fire-exposed containers. Do not use straight water streams as this may spread the fire.

Specific Hazards / Products of Combustion

Vapors may be ignited rapidly when exposed to heat, spark, open flame or other sources of ignition. Flowing product may be ignited by self-generated static electricity. When mixed with air and exposed to an ignition source, flammable vapors can burn in the open or explode in confined spaces. Being heavier than air, vapors may travel long distances to an ignition source and flash back. Runoff to sewer may cause fire or explosion hazard.

Combustion may produce smoke, carbon monoxide and other products of incomplete combustion.

Special Precautions and Protective Equipment for Firefighters

Isolate area around container involved in fire. Consider initial downwind evacuation for at least 1,000 feet. If tank, rail car or tank truck is involved in a fire, consider evacuation for 1 mile in all directions.

Fight the fire from the maximum distance. Cool burning tanks, shells or containers exposed to fire and excessive heat with water until well after the fire is out. For massive fires, the use of unmanned hose holders or monitor nozzles may be advantageous to further minimize personnel exposure. Major fires may require withdrawal, allowing the tank to burn. Large storage tank fires typically require specially trained personnel and equipment to extinguish the fire, often including the need for properly applied firefighting foam. Withdraw immediately in case of rising sound from venting safety devices or discoloration the tank.

Firefighting activities that may result in potential exposure to high heat, smoke or toxic by-products of combustion should require NIOSH/MSHA-approved pressure-demand self-contained breathing apparatus (SCBA) with full face piece and full protective clothing.

Refer to Section 9 for fire properties of this chemical including flash point, auto ignition temperature and explosive limits.

6. ACCIDENTAL RELEASE MEASURES

ACTIVATE FACILITY SPCC, SPILL CONTINGENCY or EMERGENCY PLAN.

Personal Precautions

Only properly trained personnel should respond to spills. Depending on the size of the spill, downwind or down water receptors may need to be notified.

Evacuate nonessential personnel and remove or secure all ignition sources (flame, spark, hot work, hot metal, etc.). The proper use of water spray may effectively disperse product vapors or the liquid itself, preventing contact with ignition sources or areas/equipment that require protection.

Consider wind direction; stay upwind and uphill, if possible. Avoid inhaling vapors. Foam may be used to reduce vapors. Evaluate the direction of product travel, diking, sewers, etc. to identify the extent of the spill area. Do not touch or walk-through spilled material.

Highly flammable material, even small spills may pose a fire danger for emergency responders. Due to high vapor density, flammable / toxic vapors may be present in low lying areas, dikes, pits, drains or trenches. Ventilate the area. Use of non-sparking tools and intrinsically safe equipment is recommended. Potential for flammable atmosphere should be monitored using a combustible gas indicator positioned downwind of the spill area. See Sections 2 and 7 for further hazard warnings and handling instructions.

Use appropriate personal protective equipment to prevent eye/skin contact and absorption. Use NIOSH approved respiratory protection, if warranted, to prevent exposures above permissible limits (see Section 8). Contaminated clothing should not be worn near sources of ignition.

Environmental Precautions

Control the source of the spill to prevent or minimize environmental impact if it can be done safely. Keep on impervious surface if possible. Use water sparingly to prevent product from spreading. Foam and absorbents may be used to reduce/prevent airborne release. Product is toxic to aquatic life. Isolate environmental receptors including drains, storm sewers and natural water bodies if safe to do so, to prevent the spill from reaching a waterbody. Water intakes on waterways that may be impacted by spills should be closed or protected. Environmentally sensitive areas on waterways that may be impacted by spills should be protected.



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

Spills to land may infiltrate subsurface soil and impact groundwater; professional assistance may be necessary to determine the extent of subsurface impact.

Follow federal, state and local requirements for reporting environmental release where necessary (see Section 15 for further information).

Containment and Clean-Up Methods

Identify the source of the spill and stop the leak, if safe to do so. Protect bodies of water by creating dams to divert the flow away from the waterbody using absorbent boom or pads or by closing valves on lines that drain to the waterbody. Prevent the spill from running off impervious surfaces if possible. Do not flush down sewer or drainage systems, unless the system is designed and permitted to handle such material. If water is used to prevent product from spreading, use sparingly.

Wind and water current speed and direction and wave action may influence the response actions for a spill to water. It may not be advisable to use boom to collect and confine a gasoline spill to water to a limited area due to the potential accumulation of vapors within the flammable range and the possible exposure of responders to the hazards of inhalation of the concentrated vapors. It may be best to allow the liquid to evaporate from the surface of the water. Local specialists should be consulted.

Granular absorbents, hydrophobic spill pads or booms, dry earth, sand or other non-combustible, inert oil absorbing materials may be used to take up spills to land. Carefully shovel, scoop or sweep up into a waste container with clean, non-sparking tools for reclamation or disposal. Response and clean-up crews must be properly trained and must utilize proper personal protective equipment (see Section 8). Licensed waste disposal contractors should be used to transport the waste material generated by cleanup activities to the disposal site.

7. HANDLING AND STORAGE

USE ONLY AS A FUEL

DO NOT SIPHON BY MOUTH

Handling Precautions

Handle as a flammable liquid. Keep away from heat, sparks and open flame. No smoking. Electrical equipment should be approved for classified area. Bond and ground containers during product transfer pursuant to NFPA 70 and API RP 2003 to reduce the possibility of static-initiated fire or explosion. Use only non-sparking tools. Follow precautions to prevent static initiated fire. Portable containers should never be filled while in or on a motor vehicle or marine craft. Containers should be placed on the ground. Static electric discharge can ignite fuel vapors when filling non-grounded containers or vehicles on trailers. The nozzle spout must be kept in contact with the container before and during the entire filling operation. Only use approved containers. Cellular phones and other electronic devices may have the potential to emit electrical charges (sparks). Sparks in potentially explosive atmospheres (including fueling areas such as gas stations) could cause an explosion if sufficient flammable vapors are present. Therefore, turn off cellular phones and other electronic devices when working in potentially explosive atmospheres.

Use only with personal protective equipment specified in Section 8. Avoid repeated and/or prolonged skin exposure. Use only outdoors or in well ventilated areas. Wash hands before eating, drinking, smoking or using toilet facilities. Do not use as a cleaning solvent on the skin. Do not use solvents or harsh abrasive skin cleaners for washing this product from exposed skin areas. Waterless hand cleaners are effective. Promptly remove contaminated clothing and launder before reuse. Use care when laundering to prevent the formation of flammable vapors which could ignite via washer or dryer. Consider the need to discard contaminated leather shoes and gloves. Emergency eye wash capability should be available in the proximity of operations presenting a potential splash exposure.

Vapors are heavier than air and can accumulate in low lying areas (e.g., tanks, pits, vaults, dikes, drains, etc.) Follow specific procedures for confined space entry in areas where product may be present pursuant to OSHA requirements in 29 CFR 1910.146. Atmospheric testing using a combustible gas indicator may be necessary in confined areas where liquid product or vapors may be present.

Procedures such as reduced loading rates and increased monitoring should be followed during "switch loading" operations to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil) is loaded into tanks previously containing low flash point products (such as this product) - see API Publication 2003, "Protection Against Ignitions Arising out of Static, Lightning and Stray Currents".

Storage

Store in accordance with local regulations. Storage areas should comply with NFPA 30 "Flammable and Combustible Liquid Code". Use approved vented containers. Store in a well-ventilated area. Separate this product from incompatible materials such as oxidizers and strong acids (see Section 10) by distance or secondary containment. Protect containers from damage and vehicular traffic. Keep away from flame, sparks, excessive temperatures and open flame. Post "No Smoking" signs in product storage areas. Keep containers closed and clearly labeled. Label all secondary containers that this material is transferred into with the chemical name and associated hazard(s). Empty product containers or vessels may contain explosive vapors. Do not pressurize, cut, heat,



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

weld or expose such containers to sources of ignition. The cleaning of tanks previously containing this product should follow API Recommended Practice (RP) 2013 "Cleaning Mobile Tanks in Flammable and Combustible Liquid Service" and API RP 2015 "Cleaning Petroleum Storage Tanks".

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Occupational Exposure Limits

Component	CAS #	List	Value
Gasoline	8006-61-9	ACGIH TWA ACGIH STEL	300 ppm 500 ppm
Benzene	71-43-2	ACGIH TLV-TWA ACGIH STEL OSHA AL OSHA TWA OSHA STEL Cal OSHA TWA Cal OSHA STEL	0.5 ppm, Skin* 2.5 ppm, Skin* 0.5 ppm 1 ppm 5 ppm 1 ppm 5 ppm
Butane	106-97-8	ACGIH TLV-STEL NIOSH TWA Cal Osha TWA	1000 ppm 800 ppm (Recommended) 800 ppm
Cumene	98-82-8	ACGIH TWA OSHA TWA	50 ppm 50 ppm Skin*
Cyclohexane	110-82-7	ACGIH TWA OSHA TWA Cal OSHA TWA	100 ppm 300 ppm 300 ppm
Ethylbenzene	100-41-4	ACGIH TWA OSHA TWA NIOSH STEL Cal OSHA TWA Cal OSHA STEL	20 ppm 100 ppm 125 ppm 5 ppm 30 ppm
Naphthalene	91-20-3	ACGIH TLV-TWA OSHA TWA Cal OSHA TWA Cal OSHA STEL	10 ppm 10 ppm 0.1 ppm 15 ppm
N-hexane	110-54-3	ACGIH TWA OSHA TWA Cal OSHA	50 ppm 500 ppm 50 ppm
Toluene	108-88-3	ACGIH TWA OSHA TWA OSHA Ceiling OSHA Peak Cal OSHA TWA Cal OSHA STEL Cal OSHA Ceiling	20 ppm 200 ppm 300 ppm 500 ppm (10 min) 10 ppm 150 ppm 500 ppm
Xylene, mixed isomers	1330-20-7	ACGIH TWA ACGIH STEL OSHA TWA Cal OSHA TWA Cal OSHA STEL Cal OSHA Ceiling	100 ppm 150 ppm 100 ppm 100 ppm 150 ppm 300 ppm
1,2,4- Trimethylbenzene	95-63-6	ACGIH TWA OSHA TWA (Construction) Cal OSHA TWA	25 ppm 25 ppm 25 ppm

*Skin designation indicates the chemical is skin absorbable



SAFETY DATA SHEET

Unleaded Gasoline, Non-Oxygenated, All Grades

Engineering Controls

Use explosion-proof ventilation to keep vapor concentrations of this product below occupational exposure and flammability limits, particularly in confined spaces or other areas where vapors may accumulate. Intrinsically safe equipment and non-sparking tools shall be used in circumstances where concentrations may exceed lower flammable limits. Grounding and bonding shall be used to prevent accumulation and discharge of static electricity.

Emergency decontamination shower and eyewash should be provided in proximity to handling areas in the event of exposure.

Personal Protective Equipment

Personal protective equipment (PPE) that meets regulatory requirements or recommended national standards is required.

Exposure	Equipment
Eye / Face	Safety glasses with side shields should be worn as a minimum. Safety glasses or goggles and face shield are recommended where there is a possibility of splashing or spraying. Eyewash stations and shower facilities should be located near potential exposure locations.
Skin	Wear appropriate personal protective clothing to prevent skin contact. Gloves constructed of Viton, nitrile, neoprene or PVC are recommended when handling this material. Chemical protective clothing such as of E.I. DuPont TyChem®, Barricade® or equivalent recommended based on degree of exposure. Note: The resistance of specific material may vary from product to product as well as with degree of exposure. Consult manufacturer specifications for further information.
Respiratory	<p>Respirator selection, use and maintenance should be in accordance with the requirements of the OSHA Respiratory Protection Standard, 29 CFR 1910.134 and the OSHA Benzene Standard, 29 CFR 1910.1028.</p> <p>No respiratory protection is required under typical operating conditions with adequate ventilation. Respiratory protection is required when airborne exposures exceed or are expected to exceed permissible exposure limits. The respirator shall be NIOSH/MSHA-approved. The type of respirator chosen shall be based on the exposure levels, if known, and the assigned protection factor (29 CFR 1910.134) of the respirator.</p> <p>Use an approved positive pressure, air-supplied respirator if there is a potential for uncontrolled release, exposure levels are not known, in oxygen-deficient atmospheres or any other circumstance where an air-purifying respirator may not provide adequate protection. 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.</p> <p>Specific requirements under the OSHA occupational exposure to Benzene may apply if concentrations exceed the action level or permissible limits. Consult 29 CFR 1910.1028 for further information.</p>
Personal Hygiene	Always observe good personal hygiene measures such as washing after handling the material and before eating, drinking, smoking or using the lavatory. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned.
Thermal	Product is stored at ambient temperature. No thermal protection is required except for emergency operations involving actual or potential for fire. Use adequate ventilation to keep vapor concentrations of this product below occupational exposure and flammability limits, particularly in confined spaces.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	A clear, water-like liquid
Odor	A strong, characteristic aromatic hydrocarbon odor.
Odor Threshold	0.25 ppm
pH	Not applicable
Melting / Freeze Point	- 150 °F (-101 °C)
Boiling Point And Range	102 to 410 °F (24 to 210 °C)
Flash Point	-45 °F (-43 °C)
Evaporation Rate	>10 (n-butyl acetate = 1)
Flammability (solid/gas)	Not Applicable
Flammability Limits	1.4 – 7.6%



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Vapor Pressure	275-475mm Hg @ 68 °F (20 °C)
Vapor Density	>3 Air = 1
Specific Gravity	0.70 – 0.76 (water =1)
Solubility	Negligible (<0.1% @77°F).
Partition Coefficient	No data available
Autoignition Temperature	highly variable; >530 °F (>276.6 °C)
Decomposition Temperature	Evaporation or ignition will likely occur before decomposition
Viscosity	0.64 – 0.88 mm ² /sec @ 60° F
Percent Volatiles	100%

10. STABILITY AND REACTIVITY

Stability

Stable under recommended storage, transport and usage conditions. A fire may result if an ignition source is present.

Reactivity

Material is not self-reacting. Flammable concentrations may be present in air. May react with oxidizing materials.

Possibility of Hazardous Reactions

None under normal processing.

Hazardous Polymerization

Will not occur.

Incompatibility

Keep away from halogens, strong acids, alkalies and strong oxidizers such as nitric and sulfuric acids.

Conditions to Avoid

Avoid high temperatures, open flames, sparks, static electricity, welding, smoking and other ignition sources.

Hazardous Decomposition Products

Carbon monoxide, carbon dioxide and non-combusted hydrocarbons (smoke). Contact with nitric or sulfuric acids will form nitroresols that can decompose violently.

11. TOXICOLOGICAL INFORMATION

Acute Toxicity (Inhalation LC50):

Gasoline (8006-61-9)	
LC50 Inhalation Rat	5.2 mg/L/4 hr
Benzene (71-43-2)	
LC50 Inhalation Rat	>20 mg/L/4 hr
Butane (106-97-8)	
LC50 Inhalation Rat	658 mg/L/4 hr
Cumene (98-82-8)	
LC50 Inhalation Rat	>20 mg/L /6 hr
Cyclohexane (110-82-7)	
LC50 Inhalation Rat	13.9 mg/L /4 hr
Naphthalene (91-20-3)	
LC50 Inhalation Rat	>340 mg/m ³ /1 hr
N-Hexane (110-54-3)	
LC50 Inhalation Rat	48,000 ppm /4 hr
Toluene (108-88-3)	
LC50 Inhalation Rat	12.5 mg/L /4 hr
1,2,4 Trimethylbenzene (95-63-6)	
LC50 Inhalation Rat	18,000 mg/m ³ /4 hr
Xylene (1330-20-7)	
LC50 Inhalation Rat	5.04 mg/L /4 hr

Acute Toxicity (Oral LD50)

Gasoline (8006-61-9)	
LD50 Oral Rat	14,000 mg/kg



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Benzene (71-43-2)	
LD50 Oral Rat	>2000 mg/kg
Butane (106-97-8)	
LD50 Oral Rat	-----
Cumene (98-82-8)	
LD50 Oral Rat	2000 mg/kg
Cyclohexane (110-82-7)	
LD50 Oral Rat	>5000 mg/kg
N-Hexane (110-54-3)	
LD50 Oral Rat	15,000 mg/kg
Naphthalene (91-20-3)	
LD50 Oral Rat	490 mg/kg
Toluene (108-88-3)	
LD50 Oral Rat	>2000 mg/kg
1,2,4 Trimethylbenzene (95-63-6)	
LD50 Oral Rat	3280 mg/kg
Xylene (1330-20-7)	
LD50 Oral Rat	>2000 mg/kg
Ethylbenzene (100-41-4)	
LD50 Oral Rat	>2000 mg/kg

Acute Toxicity (Dermal LD50)

Gasoline (8006-61-9)	
LD50 Dermal Rabbit	>2000 mg/kg
Benzene (71-43-2)	
LD50 Dermal Rabbit	>8260 mg/kg
Butane (106-97-8)	
LD50 Dermal Rabbit	_____
Cumene (98-82-8)	
LD50 Dermal Rabbit	>2000 mg/kg
Cyclohexane (110-82-7)	
LD50 Dermal Rabbit	>2000 mg/kg
N-Hexane (110-54-3)	
LD50 Dermal Rabbit	3000 mg/kg
Naphthalene (91-20-3)	
LD50 Dermal Rabbit	>2000 mg/kg
Toluene (108-88-3)	
LD50 Dermal Rabbit	12,200 mg/kg
1,2,4 Trimethylbenzene (95-63-6)	
LD50 Dermal Rabbit	>3160 mg/kg
Xylene (1330-20-7)	
LD50 Dermal Rabbit	>43 g/kg
Ethylbenzene (100-41-4)	
LD50 Dermal Rabbit	17,800 mg/kg

Delayed and immediate effects as well as chronic effects from short and long-term exposure

MIDDLE DISTILLATES, PETROLEUM: Altered mental state, drowsiness, peripheral motor neuropathy, irreversible brain damage (so-called Petrol Sniffer's Encephalopathy), delirium, seizures, and sudden death have been reported from repeated overexposure to some hydrocarbon solvents, naphthas and gasoline.

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

TOLUENE: Case studies of persons abusing toluene suggest isolated incidences of adverse effects on the fetus including birth defects. Abuse of toluene at high concentrations (e.g., glue sniffing and solvent abuse) has been associated with adverse effects on the liver, kidney and nervous system, and can cause CNS depression, cardiac arrhythmias, and death. Studies of workers indicate long-term exposure may be related to impaired color vision and hearing. Some studies of workers suggest long-term exposure may be related to neurobehavioral and cognitive changes. Several studies of workers suggest long-term exposure may be related to small increases in spontaneous abortions and changes in some gonadotropic hormones. Case studies of persons abusing toluene suggest isolated incidences of adverse effects on the fetus including birth defects. Studies of workers indicate



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long-term exposure may be related to effects on the liver, kidney and blood, but these appear to be limited to changes in serum enzymes and decreased leukocyte counts.

XYLENES, ALL ISOMERS: Overexposure to xylene may cause upper respiratory tract irritation, headache, cyanosis, blood serum changes, nervous system damage and narcosis. Effects may be increased by the use of alcoholic beverages. Evidence of liver and kidney impairment were reported in workers recovering from a gross overexposure. Effects from Prolonged or Repeated Exposure: Impaired neurological function was reported in workers exposed to solvents including xylene.

N-HEXANE: Long-term or repeated exposure to n-hexane can cause peripheral nerve damage. Initial symptoms are numbness of the fingers and toes. Also, motor weakness can occur in the digits, but may also involve muscles of the arms, thighs and forearms. The onset of these symptoms may be delayed for several months to a year after the beginning of exposure.

CYCLOHEXANE: Existing human occupational studies are inadequate to determine the toxicity of cyclohexane in humans (U.S. EPA, 2003).

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

ETHYLBENZENE: IARC has classified ethylbenzene as "possibly carcinogenic to humans" (Group 2B).

1,2,4 TRIMETHYLBENZENE: An EPA study dated September 2016 states there is inadequate information to assess carcinogenic potential under the EPA's "Guidelines for Carcinogen Risk Assessment" (U.S. EPA, 2005).

BENZENE: Studies of workers exposed to benzene show clear evidence that overexposure can cause cancer and other diseases of the blood forming organs including Acute Myelogenous Leukemia (AML), and Aplastic Anemia (AA), an often-fatal disease. Some studies suggest overexposure to benzene may also be associated with Myelodysplastic Syndrome (MDS). Findings from a case control study of workers exposed to benzene was reported during the 2009 Benzene Symposium in Munich included an increase in Acute Myeloid Leukemias and Non-Hodgkins Lymphoid Neoplasms (NHLN) of the subtype follicular lymphoma (FL) in some occupational categories. Some studies of workers exposed to benzene have shown an association with increased rates of chromosome aberrations in circulating lymphocytes. One study of women workers exposed to benzene suggested a weak association with irregular menstruation. However, other studies of workers exposed to benzene have not demonstrated clear evidence of an effect on fertility or reproductive outcome in humans. Benzene can cross the placenta and affect the developing fetus. Cases of AA have been reported in the offspring of persons severely overexposed to benzene. Benzene has been classified as a proven human carcinogen by OSHA and a Group 1 (Carcinogenic to Humans) material by IARC. The current proposed IARC classification for benzene is summarized as follows: Sufficient evidence for Acute Myeloid Leukemia; limited evidence for Acute Lymphatic Leukemia, Chronic Lymphatic Leukemia, Non-Hodgkin Lymphoma, and Multiple Myeloma.

NAPHTHALENE: Severe jaundice, neurotoxicity (kernicterus) and fatalities have been reported in young children and infants because of hemolytic anemia from overexposure to naphthalene. Persons with glucose 6-phosphate dehydrogenase (G6PD) deficiency are more prone to the hemolytic effects of naphthalene. Adverse effects on the kidney have been reported in persons overexposed to naphthalene but these effects are believed to be a consequence of hemolytic anemia, and not a direct effect. A few studies have shown chromosomal effects (elevated levels of Sister Chromatid Exchange or chromosomal aberrations) in vitro. Naphthalene has been classified as Possibly Carcinogenic to Humans (2B) by IARC, based on findings from studies in laboratory animals.

WHOLLY-VAPORIZED UNLEADED GASOLINE: Epidemiological data from over 18,000 petroleum marketing and distribution workers showed no increased risk of leukemia, multiple myeloma, or kidney cancer resulting from gasoline exposure. Unleaded gasoline has been identified as possibly carcinogenic to humans (2B) by the International Agency for Research on Cancer (IARC).

COMBUSTION ENGINE EXHAUST: Gasoline exhaust has been classified as possibly carcinogenic to humans (2B) by the International Agency for Research on Cancer (IARC).

Adverse effects related to the physical, chemical and toxicological characteristics

Signs and Symptoms

Irritating to eyes, respiratory system and skin. Symptoms may include redness, itching, and inflammation. May cause nausea, vomiting, diarrhea, and signs of nervous system depression: headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Aspiration hazard. May cause coughing, chest pains, shortness of breath, pulmonary edema and/or chemical pneumonitis. Repeated or prolonged skin contact may cause drying, reddening, itching and cracking.

Sensitization

Not expected to be a skin or respiratory sensitizer.

Mutagenic effects

May cause genetic defects.

Carcinogenicity

May cause cancer. Cancer designations are listed in the table below.



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Name & CAS Reg. #	ACGIH (Class)	IARC (Class)	NTP	OSHA
Gasoline 8006-61-9	Confirmed animal carcinogen (A3)	Possible human carcinogen (2B)	Not Listed	Not Listed
Butane (mixed isomers) 106-97-8	Not Listed	Not Listed	Not Listed	Not Listed
Toluene 108-88-3	Not Classifiable (A4)	Not Classifiable (3)	Not Listed	Not Listed
Xylene (mixed isomers) 1330-20-7	Not classifiable (A4)	Not classifiable (3)	Not Listed	Not Listed
n-Hexane 110-54-3	Not Listed	Not Listed	Not Listed	Not Listed
Cumene 98-82-8	Not listed	Possible human carcinogen (2B)	Reasonably anticipated to be a human carcinogen	Not listed
1,2,4 Trimethylbenzene 95-63-6	Not Listed	Not Listed	Not Listed	Not Listed
Ethylbenzene 100-41-4	Confirmed animal carcinogen (A3)	Possible human carcinogen (2B)	Not Listed	Not Listed
Benzene 71-43-2	Confirmed human carcinogen (A1)	Carcinogenic to humans (1)	Known to be human carcinogen	Known carcinogen
Cyclohexane 110-82-7	Not Listed	Not Listed	Not Listed	Not Listed
Naphthalene 91-20-3	Confirmed animal carcinogen (A3)	Possible human carcinogen (2B)	Reasonably anticipated to be a human carcinogen	Not Listed

Reproductive toxicity	Suspected of damaging fertility or the unborn child.
Specific Target Organ Toxicity (STOT) - single exposure	Respiratory system. Central nervous system.
Specific Target Organ Toxicity (STOT) - repeated exposure	Not classified.
Aspiration hazard	May be fatal if swallowed or vomited and enters airways.

12. ECOLOGICAL INFORMATION

Ecotoxicity: This product should be considered toxic to aquatic organisms, with the potential to cause long lasting adverse effects in the aquatic environment.

Name	Algae/aquatic plants	Fish	Toxicity to Microorganisms	Crustacea
Gasoline 8006-61-9	72-hr EC50 = 56 mg/l Algae	96-hr LC50 = 11 mg/l Rainbow trout (static)	-	48-hr LC50 = 7.6 mg/l Daphnia magna
Butane (mixed isomers) 106-97-8	-	-	-	-
Toluene 108-88-3	72-hr EC50 = 12.5 mg/l Algae	96-hr LC50 <= 10 mg/l Rainbow trout	-	48-hr EC50 = 5.46-9.83 mg/l Daphnia magna 48-hr EC50 = 11.5 mg/l Daphnia magna (Static)
Xylene (mixed isomers) 1330-20-7	72-hr EC50 = 11 mg/l Algae	96-hr LC50 = 8 mg/l Rainbow trout	-	48-hr LC50 = 3.82 mg/l Daphnia magna
n-Hexane 110-54-3	-	96-hr LC50 = 2.5 mg/l Fathead minnow	-	-



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Cumene 98-82-8	72-hr EC50 = 2.6 mg/l Algae	96-hr LC50 = 6.04-6.61 mg/l Fathead minnow (Flow-through) 96-hr LC50 = 2.7 mg/l Rainbow trout (semi-static)	-	48-hr EC50 = 7.9-14.1 mg/l Daphnia magna (static)
1,2,4 Trimethylbenzene 95-63-6	-	96-hr LC50 = 7.19-8.28 mg/l Fathead minnow (flow-through)	-	48-hr EC50 = 6.14 mg/L Daphnia magna
Ethylbenzene 100-41-4	72-hr EC50 = 1.7-7.6 mg/l Algae	96-hr LC50 = 4 mg/L Rainbow trout	-	48-hr EC50 = 1-4 mg/L Daphnia magna
Benzene 71-43-2	72-hr EC50 = 29 mg/l Algae	96-hr LC50 = 5.3 mg/l Rainbow trout (flow-through)	-	48-hr EC50 = 8.76-15.6 mg/l Daphnia magna (Static)
Cyclohexane 110-82-7	72-hr EC50 = 500 mg/l Algae	96-hr LC50 = 3.96-5.18 mg/l Fathead minnow	-	48-hr EC50 = 1.7-3.5 mg/L Bay shrimp
Naphthalene 91-20-3	-	96-hr LC50 = 0.91-2.82 mg/l Rainbow trout (static) 96-hr LC50 = 1.99 mg/l Fathead minnow (static)	-	48-hr LC50 = 1.6 mg/l Daphnia magna

Persistence and degradability

Expected to be inherently biodegradable.

Bioaccumulation

Has the potential to bioaccumulate.

Mobility in soil

May partition into air, soil and water.

Other adverse effects

No information available.

13. DISPOSAL CONSIDERATIONS

The user is responsible for determining if any discarded material is a hazardous waste (40 CFR 262.11). The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Shipping containers used for waste must be DOT authorized packages. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction.

Waste packaging should be recycled or disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

14. TRANSPORT INFORMATION

US DOT

UN Identification Number	UN 1203
Proper Shipping Name	Gasoline
Hazard Class and Packing Group	3, PG II
Shipping Label	Flammable Liquid
Placard / Bulk Package	Flammable / 1203
Emergency Response Guidebook Guide Number	128

IATA Cargo

UN Identification Number	UN1203
Shipping Name / Description	Gasoline
Hazard Class and Packing Group	3, PG II
ICAO Label	3
Packing Instructions Cargo	364, Y341
Max Quantity Per Package Cargo	60 L



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IATA Passenger

UN Identification Number	UN1203
Shipping Name / Description	Gasoline
Hazard Class and Packing Group	3, PG II
ICAO Label	3
Packing Instructions Passenger	353, Y341
Max Quantity Per Package	5 L

15. REGULATORY INFORMATION

Federal, State and Local Regulatory Information

Any spill or uncontrolled release of this product, including any substantial threat of release, may be subject to federal, state and/or local reporting requirements. This product and/or its constituents may also be subject to other federal, state or local regulations; consult those regulations applicable to your facility/operation.

OSHA Hazard Communication Standard

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Clean Water Act (Oil Spills)

Any spill or release of this product to "navigable waters" (essentially any surface water, including certain wetlands) or adjoining shorelines sufficient to cause a visible sheen or deposit of a sludge or emulsion must be reported immediately to the National Response Center (1-800-424-8802) or, if not practical, the U.S. Coast Guard with follow-up to the National Response Center, as required by U.S. Federal Law. Also contact appropriate state and local regulatory agencies as required.

EPA Notification (Oil Spills)

If there is a discharge of more than 1,000-gallons of oil into or upon navigable waters of the United States or if it is the second spill event of 42 gallons or more of oil into water within a twelve (12) month period, a written report must be submitted to the Regional Administrator of the EPA within sixty days of the event.

CERCLA Section 103 (Release to the Environment)

The CERCLA definition of hazardous substances contains a "petroleum exclusion" clause which exempts crude oil, refined and unrefined petroleum products and any indigenous components of such. However, other federal reporting requirements (e.g., SARA Section 304 or the Clean Water Act if the spill occurs on navigable waters) may still apply.

US TSCA Chemical Inventory Section 8(b): This product and/or its components are listed on the TSCA Chemical Inventory.

EPA Superfund Amendment & Reauthorization Act (SARA):

SARA Section 302: This product does not contain any components included on EPA's Extremely Hazardous Substance (EHS) List.

SARA Section 304: This product may contain components identified as a CERCLA Hazardous substance which in case of a spill or release may be subject to SARA reporting requirements:

Name	Hazardous Substances RQs
Gasoline	NA
Butane (mixed isomers)	No CERCLA RQ
Toluene	1000 lb final RQ 454 kg final RQ
Xylene (mixed isomers)	100 lb final RQ 45.4 kg final RQ
n-Hexane	5000 lb final RQ 2270 kg final RQ
Cumene	5000 lb final RQ 2270 kg final RQ
1,2,4-Trimethylbenzene	No CERCLA RQ
Ethylbenzene	1000 lb final RQ 454 kg final RQ
Benzene	10 lb final RQ 4.54 kg final RQ
Cyclohexane	1000 lb final RQ 454 kg final RQ
Naphthalene	100 lb final RQ 45.4 kg final RQ



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SARA: Title III Classifications Sections 311 & 312:

- Acute: YES
- Chronic: YES
- Fire: YES
- Reactivity: NO
- Sudden Release of Pressure: NO

SARA Section 313: This product may contain component(s), which if in exceedance of the de minimis threshold, may be subject to the reporting requirements of SARA Title III Section 313 Toxic Release Reporting (Form R).

Name	CERCLA/SARA 313 Emission reporting:
Gasoline	None
Butane (mixed isomers)	None
Toluene	1.0 % de minimis concentration
Xylene (mixed isomers)	1.0 % de minimis concentration
n-Hexane	1.0 % de minimis concentration
Cumene	1.0 % de minimis concentration
1,2,4 Trimethylbenzene	1.0 % de minimis concentration
Ethylbenzene	0.1 % de minimis concentration
Benzene	0.1 % de minimis concentration
Cyclohexane	1.0 % de minimis concentration
Naphthalene	0.1 % de minimis concentration

State and Community Right-To-Know Regulations:**Gasoline**

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Not Listed
New Jersey Right-To-Know:	SN 0957
Pennsylvania Right-To-Know:	Present
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Not Listed
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Carcinogen; Flammable - third degree
New Jersey - Environmental Hazardous Substances List:	SN 0957 TPQ: 10000 lb (Under N.J.A.C. 7:1G, environmental hazardous substances in mixtures such as gasoline or new and used petroleum oil may be reported under these categories)
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	Not Listed

Butane (mixed isomers)

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Not Listed
New Jersey Right-To-Know:	SN 0273
Pennsylvania Right-To-Know:	Present
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic; Flammable
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Flammable - fourth degree
New Jersey - Environmental Hazardous Substances List:	SN 0273 TPQ: 500 lb
Illinois - Toxic Air Contaminants:	Not Listed
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	Not Listed



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Toluene

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Developmental toxicity, initial date 1/1/91 Female reproductive toxicity, initial date 8/7/09
New Jersey Right-To-Know:	SN 1866
Pennsylvania Right-To-Know:	Environmental hazard
Massachusetts Right-To-Know:	Not Listed
Florida Substance List:	Present
Rhode Island Right-To-Know:	Toxic (skin); Flammable (skin)
Michigan Critical Materials Register List:	100 lb Annual usage
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Flammable - third degree; Teratogen
New Jersey - Environmental Hazardous Substances List:	Flammable - third degree; Teratogen
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	1000 lb RQ (air); 1 lb RQ (land/water)

Xylene (mixed isomers)

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Not Listed
New Jersey Right-To-Know:	SN 2014
Pennsylvania Right-To-Know:	Environmental hazard
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic (skin); Flammable (skin)
Michigan Critical Materials Register List:	100 lb Annual usage, all isomers
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Flammable - third degree
New Jersey - Environmental Hazardous Substances List:	SN 2014 TPQ: 500 lb
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	1000 lb RQ (air); 1 lb RQ (land/water)

n-Hexane

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Not Listed
New Jersey Right-To-Know:	SN 1340
Pennsylvania Right-To-Know:	Environmental hazard
Massachusetts Right-To-Know:	Present
Florida Substance List:	Present
Rhode Island Right-To-Know:	Toxic Flammable
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Flammable - third degree
New Jersey - Environmental Hazardous Substances List:	SN 1340 TPQ: 500 lb
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	1 lb RQ (air); 1 lb RQ (land/water)



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1,2,4 Trimethylbenzene

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Not Listed
New Jersey Right-To-Know:	SN 1929
Pennsylvania Right-To-Know:	Present
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Not Listed
New Jersey - Environmental Hazardous Substances List:	Not Listed
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	Not Listed

Cumene

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Carcinogen, initial date 4/6/10
New Jersey Right-To-Know:	SN 0542
Pennsylvania Right-To-Know:	Environmental hazard
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic (skin); Flammable (skin)
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Flammable - third degree
New Jersey - Environmental Hazardous Substances List:	SN 0542 TPQ: 500 lb
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	5000 lb RQ (air); 1 lb RQ (land/water)

Ethylbenzene

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Carcinogen, initial date 6/11/04
New Jersey Right-To-Know:	SN 0851
Pennsylvania Right-To-Know:	Environmental hazard
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic; Flammable
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Carcinogen; flammable - Third degree
New Jersey - Environmental Hazardous Substances List:	SN 0851 TPQ: 500 lb
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	1000 lb RQ (air); 1 lb RQ (land/water)



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Benzene

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Carcinogen, initial date 2/27/87 Developmental toxicity, initial date 12/26/97 Male reproductive toxicity, initial date 12/26/97
New Jersey Right-To-Know:	SN 0197
Pennsylvania Right-To-Know:	Environmental hazard; Special hazardous substance
Massachusetts Right-To-Know:	Carcinogen; Extraordinarily hazardous
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic (skin); Flammable (skin); Carcinogen (skin)
Michigan Critical Materials Register List:	100 lb Annual usage threshold
Massachusetts Extraordinarily Hazardous Substances:	Carcinogen; Extraordinarily hazardous
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Present
New Jersey - Special Hazardous Substances:	Carcinogen; Flammable - third degree; Mutagen
New Jersey - Environmental Hazardous Substances List:	SN 0197 TPQ: 500 lb
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	10 lb RQ (air); 1 lb RQ (land/water)

Cyclohexane

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Not Listed
New Jersey Right-To-Know:	SN 0565
Pennsylvania Right-To-Know:	Environmental hazard
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic; Flammable
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Flammable - third degree
New Jersey - Environmental Hazardous Substances List:	SN 0565 TPQ: 500 lb
Illinois - Toxic Air Contaminants:	Not Listed
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	1000 lb RQ (air); 1 lb RQ (land/water)

Naphthalene

Louisiana Right-To-Know:	Not Listed
California Proposition 65:	Carcinogen, initial date 4/19/02
New Jersey Right-To-Know:	SN 1322 SN 3758
Pennsylvania Right-To-Know:	Environmental hazard Present (particulate)
Massachusetts Right-To-Know:	Present
Florida Substance List:	Not Listed
Rhode Island Right-To-Know:	Toxic; Flammable
Michigan Critical Materials Register List:	Not Listed
Massachusetts Extraordinarily Hazardous Substances:	Not Listed
California - Regulated Carcinogens:	Not Listed
Pennsylvania RTK - Special Hazardous Substances:	Not Listed
New Jersey - Special Hazardous Substances:	Carcinogen
New Jersey - Environmental Hazardous Substances List:	SN 1322 TPQ: 500 lb (Reportable at the de minimis quantity of >0.1%)
Illinois - Toxic Air Contaminants:	Present
New York - Reporting of Releases Part 597 - List of Hazardous Substances:	100 lb RQ (air); 1 lb RQ (land/water)



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Canada DSL/NDL Inventory: This product and/or its components are listed either on the Domestic Substances List (DSL) or are exempt.

Canadian Regulatory Information: This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the (M)SDS contains all the information required by the Controlled Products Regulations.

Name	Canada - WHMIS: Classifications of Substances:	Canada - WHMIS: Ingredient Disclosure:
Gasoline	B2,D2A,D2B	0.1%
Butane (mixed isomers)	A,B1	1%
Toluene	B2,D2A,D2B	0.1%
Xylene (mixed isomers)	B2,D2A,D2B	m-, o-isomers 1.0%; p-isomer 0.1%
n-Hexane	B2,D2A,D2B	1%
Cumene	B2,D2A	0.1%
1,2,4 Trimethylbenzene	B3,D2B	1%
Ethylbenzene	B2,D2A,D2B	0.1%
Benzene	B2,D2A,D2B	0.1%
Cyclohexane	B2,D2B	1%
Naphthalene	B4,D2A	0.1%

16. OTHER INFORMATION

Description of Revisions

Revised to meet Globally Harmonized System for chemical hazard communication requirements pursuant to OSHA regulatory revisions 77 FR 17884, March 26, 2012.

Abbreviations

°F	Degrees Fahrenheit (temperature)	mg	Milligram
<	Less than	mL	Milliliter
=	Equal to	mm ²	Square millimeter
>	Greater than	mmHg	Millimeters of mercury (pressure)
AP	Approximately	ppm	Parts per million
°C	Degrees Centigrade (temperature)	sec	Second
kg	Kilogram	ug	Microgram
L	Liter		

Acronyms

ACGIH	American Conference of Governmental Industrial Hygienists	NTP	National Toxicology Program
		OPA	Oil Pollution Act of 1990
AIHA	American Industrial Hygiene Association	OSHA	U.S. Occupational Safety & Health Administration
AL	Action Level		
ANSI	American National Standards Institute	PEL	Permissible Exposure Limit (OSHA)
API	American Petroleum Institute	RCRA	Resource Conservation and Recovery Act Reauthorization Act of 1986 Title III
CAS	Chemical Abstract Service		
CERCLA	Comprehensive Emergency Response, Compensation and Liability Act	REL	Recommended Exposure Limit (NIOSH)
		RVP	Reid Vapor Pressure
DOT	U.S. Department of Transportation	SARA	Superfund Amendments and
EC50	Ecological concentration 50%	SCBA	Self-Contained Breathing Apparatus
EPA	U.S. Environmental Protection Agency	SPCC	Spill Prevention, Control and Countermeasures
ERPG	Emergency Response Planning Guideline		
GHS	Global Harmonized System	STEL	Short-Term Exposure Limit (generally 15 minutes)
HMIS	Hazardous Materials Information System		
IARC	International Agency for Research On Cancer	TLV	Threshold Limit Value (ACGIH)
IATA	International Air Transport Association	TSCA	Toxic Substances Control Act
IMDG	International Maritime Dangerous Goods	TWA	Time Weighted Average (8 hr.)
Koc	Soil Organic Carbon	UN	United Nations
LC50	Lethal concentration 50%	UNECE	United Nations Economic Commission for Europe
LD50	Lethal dose 50%		
MSHA	Mine Safety and Health Administration	WEEL	Workplace Environmental Exposure Level (AIHA)
NFPA	National Fire Protection Association		
NIOSH	National Institute of Occupational Safety and Health	WHMIS	Canadian Workplace Hazardous Materials Information System
NOIC	Notice of Intended Change		



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**** End of Safety Data Sheet ****