

MA 18P 2105270000000000126  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 06/01/21

**Expiration Date:** 05/31/22

**Master Agreement Description:** Bulk Diesel Fuel and Ferry Service Diesel Fuel

**Buyer Information**

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

**Issuer Information**

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

**Requestor Information**

Michelle Fournier 207-287-6522 ext. Michelle.Fournier@maine.gov

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000001709

**Vendor Name**

DENNIS K BURKE INC.

**Alias/DBA**

**Vendor Address Information**

P.O. Box 3639

Boston, MA 02241-3639

US

**Vendor Contact Information**

May 27, 2021, 8:07 AM

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

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** DENNIS K BURKE INC.

**Commodity Line #:** 1

**Commodity Code:** 40509

**Commodity Description:** Bulk Diesel and Ferry Service Diesel **Commodity Specifications:**

**Commodity Extended Description:**

1,400,000 gallons of over the road bulk diesel fuel locked in at fixed rate: \$2.4265 per gallon  
Bulk diesel fuel Margin Over Rack rate (after locked in gallons exhausted):\$0.2942 per gallon  
600,000 gallons of off road diesel locked in for Ferry Service at a fixed rate: \$2.6565 per gallon  
Ferry Service off road diesel fuel Margin Over Rack rate (after locked in gallons exhausted):\$0.5882 per gallon

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000	<b>Free On Board</b>	0.000000
<b>Delivery Days</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0		
<b>Contract Amount</b>	<b>Discount</b>	
0.00	0.0000 %	
<b>Catalog Name</b>	<b>Discount Start Date</b>	<b>Discount End Date</b>
Diesel Fuel	06/01/21	05/31/22

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:  
*Jaime C. Schorr* 5/27/2021  
6D64277E4DD0450  
\_\_\_\_\_  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Dennis K. Burke, Inc.

DocuSigned by:  
*Joe Cote* 5/27/2021  
C8781040E3A8499  
\_\_\_\_\_  
Signature Date

Joe Cote, Chief Supply Officer

**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"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet
<input checked="" type="checkbox"/>	Other – Safety Data Sheet

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 210527\*126**

**Commodity: Diesel (Bulk Diesel Over the Road and Diesel for Ferry Service)**

**Master Agreement Competitive Bid RFQ:**

RFQ#17D 20210401\*9238 – Bulk Diesel Over the Road

RFQ#17A 20210401\*9237– Diesel Fuel for Ferry Service

**Contract Period:** Through May 31, 2022. The State of Maine with vendor approval can opt to issue up to four (4) one (1) year extensions.

**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:** Joe 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:** Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

**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 point and to various MDOT Ferries.

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

## Specifications

RFQ#17D 20210401\*9238 and RFQ#17A 20210401\*9237 including all attachments herein are incorporated and made part of this contract by reference.

### Bulk Diesel Fuel Over the Road Specifications:

**The vendor is required to meet or exceed the following specifications throughout the duration of the contract:**

#### ULTRA LOW SULFUR DIESEL FUEL 15PPM

Cetane minimum	45
Water and sediment	.05% maximum
Ash	.003% max preferred, not to exceed .01% max
Sulfur	.05% maximum
API gravity	34-36
Water and sediment % volume	.025% maximum
BTU content	138,000/gal. minimum
Carbon residue on 10% bottoms	0.010% maximum
Bacteria and fungus	0 CFU/ml

Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Departments, for the season of year and ambient air temperature according to A.S.T.M. D975 as a minimum.

The percentage blend of the winter fuel must be specified on the delivery ticket at time of delivery in addition to the listed requirements. The finished product must exhibit good filterability and shall be free of all foreign contaminants including, but not limited to, soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

**Pricing:** The State of Maine has locked in 1,400,000 **gallons** of diesel at a contracted locked in price of \$2.4265 per gallon. The locked in prices are good for all fuel delivery locations. The contracted Margin-Over Rack for diesel purchases after the purchased gallons are used will be \$0.2942 per gallon.

In the event the State of Maine has not exhausted all locked in gallons by the end date of the contract, the State has the option to extend the agreement to use remaining gallons of fuel.

**OPIS RACK:** Any optional extension pricing must be quoted using OPIS reported Rack price from Portland Maine.

**Delivery Locations:** The State of Maine reserves the right to add, remove delivery locations or change tank capacities of delivery locations during the contract term.

**FOB Destination:** The price per gallon is 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 State of Maine is tax exempt however the price per gallon must also include any and all state, federal and local taxes and fees associated with the fuel. 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.

**OPIS Report:** An OPIS report for an order is required to be emailed to the above contact(s) by the contracted vendor documenting the rack price that the invoice is based on. An OPIS report must also be supplied upon request if asked for by the using Agency or the Division of Procurement Services.

**Delivery:** The vendor must make deliveries within 48 hours of the State of Maine placing the order. Unless prior arrangements are made deliveries are to be made during normal working hours, Monday through Friday between 7:00 a.m. and 3:30 p.m. unless otherwise arranged. Whenever possible deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of Maine, Department of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made, the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed when possible by both the driver and a person from the receiving facility, should be left at the location receiving the fuel.

Dealers must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

**Invoices:** Only original invoices will be paid. Statements will not be accepted for payment. There will be one invoice with delivery ticket # to be paid for each delivery. The vendor must email invoices and delivery slips within 24 to 36 hours after the delivery to multiple email addresses, email addresses will be provided to the selected bidder. Delivery slips must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

**General:** This contract does not preclude the Department from adjusting or redistributing fuel from facility to facility; region to region; or from purchasing fuel for its facilities from any dealer to fulfill its operational needs. If the vendor is unable to deliver within the 48-hour time frame, a call must be made to the Fuel Services Office at (207) 624-8219 or 207-624-8217. Failure to do so may result in cancellation of contract. This agreement may also be terminated at any time by the Department based on poor performance and/or delivery of poor product by the dealer or by mutual agreement between the Department and the vendor.

Delivery of any fuel that is less than the specification required may result in cancellation of the contract.

Blended fuels will be paid for as a composite of the rack price for each product required for the blend.

Percentage of blend for blended fuels must be specified on the delivery ticket at the time of delivery.

The Department may spot test any product supplied to verify quality.

**Quarterly Reporting:** The vendor will provide the Division of Procurement Services with a quarterly summary report including an annual year to date report total of actual deliveries made to all accounts during the previous quarter. Reports are due 15 days after the end of each quarter, on February 15, May 15, August 15, and November 15.

**Contaminated Fuel Delivery:** The vendor will be held liable for all costs associated with the removal and cleanup of a contaminated fuel delivery including but not limited to wrong fuel put in the tank and bad fuel. The vendor will also be liable for the costs of all vehicle repairs associated with the delivery.

**Spill Cleanup:** The vendor will be responsible for all costs associated with spilled fuel that occurs during delivery.

**Certificate of Liability Insurance (COI):** The selected vendor is required to provide an COI annually for the duration of contract.

**Ferry Service Specifications:**

**The vendor is required meet or exceed the following specifications for the delivery of diesel to the Ferry Service throughout the duration of the contract:**

**ULTRA LOW SULFUR OFF ROAD DIESEL FUEL 15PPM**

Cetane minimum	45
Water and sediment	.05% maximum
Ash	.003% max preferred, not to exceed .01% max
Sulfur	.05% maximum
API gravity	34-36
Water and sediment % volume	.025% maximum
BTU content	138,000/gal. minimum
Carbon residue on 10% bottoms	0.010% maximum
Bacteria and fungus	0 CFU/ml

Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Department, for the season of year and ambient air temperature per A.S.T.M. D975 as a minimum.

The percentage blend of the winter fuel must be specified on the delivery ticket at time of delivery in addition to the listed requirements. The finished product must exhibit good filterability and shall be free of all foreign contaminants including, but not limited to, soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

**Pricing:** The State of Maine locked in 600,000 gallons of diesel at a contracted locked in price of \$2.6565 per gallon. The locked in prices are good for all Ferry diesel deliveries. The contracted Margin-Over Rack for diesel purchases after the purchased gallons are used will be \$0.5882 per gallon.

In the event the State of Maine has not exhausted all locked in gallons by the end date of the contract, the State has the option to extend the agreement to use remaining gallons of fuel.

**OPIS RACK:** Any optional extension pricing must be quoted using OPIS reported Rack price from Portland Maine.

**Delivery Locations:** The State of Maine reserves the right to add, remove delivery locations, change tank capacities, and add or remove ferries from the schedule during the contract term.

**FOB Destination:** The price per gallon is 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 State of Maine is tax exempt however the price per gallon must also include any and all state, federal and local taxes and fees associated with the fuel. 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.

**OPIS Report:** An OPIS report for an order is required to be emailed to the above contact(s) by the contracted vendor documenting the rack price that the invoice is based on. An OPIS report must also be supplied upon request if asked for by the using Agency or the Division of Procurement Services.

**ESTIMATED GALLONS:**

SPECIFIC	ZIP CODE	#	TANK	EST
LOCATION	(5 digit)	OF	SIZE	ANNUAL
		TKS	(GLS)	USAGE
Capt. Henry Lee	04653	Ferry	Sch Del	86,128
Margaret Chase Smith	04849	Ferry	Sch Del	91,508
Capt. Charles Philbrook	04841	Ferry	Sch Del	102,684
Capt. Neal Burgess	04841	Ferry	Sch Del	88,768
Captain E. Frank Thompson	04841	Ferry	Sch Del	170,000
Governor Curtis	04841	Ferry	Sch Del	50,000

**Delivery Schedule:** Timing of fuel deliveries is critical to maintain the ferry schedule for arrival and departure times. Therefore, vendor must provide fuel deliveries on time.

### **FUELING MAINE STATE FERRY SERVICE VESSELS**

#### **Schedule**

Monday	MV E. Frank Thompson	10:00 AM	Rockland
Monday	MV Capt. Charles Philbrook	08:15 AM	Rockland
Tuesday	MV Henry Lee	10:30 AM	Bass Harbor
Tuesday	MV Margaret Chase Smith	1:45PM	Lincolntonville
Thursday	MV E. Frank Thompson	10:00AM	Rockland
Thursday	MV Capt. Neal Burgess	1:45 PM	Rockland

Times may vary depending on weather and traffic. There will be changes in the schedule above from Summer to Winter as indicated by our Ferry Service Schedule. Notice will be given to the vendor in advance of the changeover. Trips are occasionally cancelled due to weather and if this occurs on a fueling day the fueling will take place the next day at the same time.

Maine State Ferry Service line attendant will usually be available to direct the driver. The crew will advise driver on how much fuel is needed and where to connect. All vessels are fueled through a scully fitting.

At times, there may be a need to fuel a spare vessel. This is usually done in conjunction with a regular delivery or may be as a separate delivery to meet the Maine State Ferry Service needs. Each delivery must have a separate ticket. Vessels usually take 1500 to 2400 gallons each week. The truck must have enough fuel on truck that total fueling can be done on delivery time and date. Special deliveries will usually not require that much fuel, but if it does MDOT will notify you for a special load. Occasionally MDOT will fuel a vessel while it is at Rockland Marine Shipyard. The Vendor will be notified if this is the case.

**Security:** Due to Homeland Security rules, Maine State Ferry Service requires driver's names and truck information to be on file. MDOT will have their Security Officer contact the Vendor

**Schedule:** Vessels run 363 days a year. When a fueling day falls on a holiday, MDOT will plan accordingly for either next day delivery or to make a holiday delivery.

Whenever possible deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of Maine, Department of Weights and Measures, and stamped with quantities, location, time (A.M/P.M.) date, driver and product. When bulk deliveries are made, the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed when possible by both the driver and a person from the receiving facility, should be left at the location receiving the fuel.

**Invoices:** The Vendor must email invoices and delivery slips within 24 to 36 hours after the delivery. Email address will be provided the vendor. Delivery slips must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

**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

Enter the exceptions here if applicable. If not applicable enter NA— make sure Rider C is not checked in the Rider section

**Appendix A**

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

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Dennis K Burke Inc		
Chief Executive - Name/Title: Edmund Burke Jr, President		
Tel: 800-289-2875	Fax:	E-mail: bids@burkeoil.com
Headquarters Street Address: 555 Constitution Drive		
Headquarters City/State/Zip: Taunton MA 02780		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Joseph Cote		
Tel: 800-289-2875	Fax:	E-mail: bids@burkeoil.com
Street Address: 555 Constitution Drive		
City/State/Zip: Taunton MA 02780		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening; and
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal; and
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Joseph Cote	Title: Chief Supply Officer
Authorized Signature: 	Date: 5/17/2021

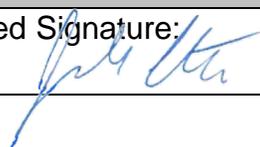
### Debarment, Performance, and Non-Collusion Certification

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Joseph Cote	Title: Chief Supply Officer
Authorized Signature: 	Date: 5/17/2021

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VS0000001709	Diesel-OTR	Dennis K. Burke, Inc.	Citgo No.2 Diesel Fuel		40509	Diesel-Over the Road	1,400,000 gallons Locked in	Gal	\$2.4265	2
VS0000001709	Diesel-Ferry	Dennis K. Burke, Inc.	Citgo No.2 Diesel Fuel		40509	Diesel-Ferry	600,000 gallons Locked in	Gal	\$2.6565	2

## Section 8. Exposure controls/personal protection

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

## Section 9. Physical and chemical properties

### Appearance

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

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

## Section 10. Stability and reactivity

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

## Section 11. Toxicological information

### Information on toxicological effects

#### Acute toxicity

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

**Conclusion/Summary** : No additional information.

#### Irritation/Corrosion

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

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## Section 11. Toxicological information

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

**Skin** : No additional information.

**Eyes** : No additional information.

**Respiratory** : No additional information.

### Sensitization

Not available.

**Skin** : No additional information.

**Respiratory** : No additional information.

### Mutagenicity

Not available.

**Conclusion/Summary** : No additional information.

### Carcinogenicity

Not available.

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

### Classification

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

### Reproductive toxicity

Not available.

**Conclusion/Summary** : No additional information.

### Teratogenicity

Not available.

**Conclusion/Summary** : No additional information.

### Specific target organ toxicity (single exposure)

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

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## Section 11. Toxicological information

### Specific target organ toxicity (repeated exposure)

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

### Aspiration hazard

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

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

### Potential acute health effects

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

### Symptoms related to the physical, chemical and toxicological characteristics

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

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

#### Short term exposure

- Potential immediate effects** : Not available.
- Potential delayed effects** : Not available.

#### Long term exposure

- Potential immediate effects** : Not available.
- Potential delayed effects** : Not available.

### Potential chronic health effects

Not available.

- General** : May cause damage to organs through prolonged or repeated exposure.
- Carcinogenicity** : Suspected of causing cancer. Risk of cancer depends on duration and level of exposure.
- Mutagenicity** : No known significant effects or critical hazards.

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## Section 11. Toxicological information

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

## Section 12. Ecological information

### Toxicity

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

**Conclusion/Summary** : Not available.

### Persistence and degradability

Not available.

**Conclusion/Summary** : Not available.

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## Section 12. Ecological information

### Bioaccumulative potential

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

### Mobility in soil

Soil/water partition coefficient (K<sub>oc</sub>) : Not available.

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

## Section 13. Disposal considerations

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

RCRA classification : D001, D018

## Section 14. Transport information

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

### Additional information

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## Section 14. Transport information

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

**Transport in bulk according to Annex II of MARPOL and the IBC Code** : Not available.

## Section 15. Regulatory information

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

### SARA 302/304

#### Composition/information on ingredients

**SARA 304 RQ** : Not applicable.

### SARA 311/312

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

#### Composition/information on ingredients

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

**Section 15. Regulatory information**

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

**SARA 313**

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

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

**State regulations****Massachusetts**

: The following components are listed: ethyltoluene; trimethylbenzene

Date of issue/Date of revision

: 7/31/2018

Date of previous issue

: 4/16/2018

Version : 4

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## Section 15. Regulatory information

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

### California Prop. 65 Clear and Reasonable Warnings (2018)

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

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

### International regulations

#### Inventory list

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

## Section 16. Other information

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



Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

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## Section 16. Other information

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

### Procedure used to derive the classification

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

### History

**Date of printing** : 7/31/2018

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

**Date of previous issue** : 4/16/2018

**Version** : 4

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

**References** : Not available.

▣ Indicates information that has changed from previously issued version.

### Notice to reader

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# SAFETY DATA SHEET

## 1. Product and Company Identification

<b>Product identifier</b>	<b>Ultra Low Sulphur Diesel</b>
<b>Other means of identification</b>	Arctic Diesel Ultra Low Sulfur Heating Oil
<b>Synonyms</b>	Not available.
<b>Recommended use</b>	Fuel
<b>Recommended restrictions</b>	None known.
<b>Manufacturer information</b>	Irving Oil Refining G.P. Box 1260 Saint John, NB E2L 4H6 CA Phone: (506) 202-2000 Refinery: (506) 202-3000 Emergency Phone: 1-800-424-9300 (CHEMTREC)
<b>Supplier</b>	See above.

## 2. Hazards Identification

<b>Physical hazards</b>	Flammable liquids	Category 3
<b>Health hazards</b>	Acute toxicity, inhalation	Category 4
	Skin corrosion/irritation	Category 2
	Specific target organ toxicity, repeated exposure	Category 2
	Aspiration hazard	Category 1
<b>Environmental hazards</b>	Not classified.	
<b>WHMIS 2015 defined hazards</b>	Not classified	
<b>Label elements</b>		



<b>Signal word</b>	Danger
<b>Hazard statement</b>	Flammable liquid and vapor. Causes skin irritation. May be fatal if swallowed and enters airways. Harmful if inhaled. May cause damage to organs through prolonged or repeated exposure.

### Precautionary statement

#### Prevention

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

#### Response

In case of fire: Use appropriate media to extinguish.  
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. Specific treatment (see information on this label).  
IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.  
IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.

#### Storage

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

#### Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

**WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)** None known

**WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)** None known

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** Not applicable.

### 3. Composition/Information on Ingredients

#### Mixture

Chemical name	Common name and synonyms	CAS number	%
Petroleum distillates		68476-34-6	90-100
Benzene		71-43-2	<0.1
Benzo[a]pyrene		50-32-8	<0.1
Naphthalene		91-20-3	<0.1
Toluene		108-88-3	<0.1

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

**Composition comments** \*Ultra Low Sulphur Diesel is a complex mixture of hydrocarbons. Its exact composition depends on the source of the crude oil from which it was produced and the refining methods used. Ultra Low Sulphur Diesel contains hundreds of individual organic chemicals. This section identifies only some of the well-known chemical constituents.

\*Sulphur: < 15 ppm

\*Hydrogen sulphide: Nil

### 4. First Aid Measures

<b>Inhalation</b>	IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.
<b>Skin contact</b>	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. If skin irritation occurs: Get medical advice/attention. Specific treatment (see information on this label).
<b>Eye contact</b>	Flush with cool water. Remove contact lenses, if applicable, and continue flushing. Obtain medical attention if irritation persists.
<b>Ingestion</b>	IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation. Skin irritation. May cause redness and pain. Prolonged exposure may cause chronic effects.
<b>Indication of immediate medical attention and special treatment needed</b>	Symptoms may be delayed.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Take off all contaminated clothing immediately. Wash contaminated clothing before reuse. Keep away from sources of ignition. No smoking. Avoid contact with eyes and skin. Wear rubber gloves and safety glasses with side shields. Keep out of reach of children.

### 5. Fire Fighting Measures

<b>Suitable extinguishing media</b>	Carbon dioxide. Dry chemical. Foam.
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	Container may explode in heat of fire. Vapors may form explosive mixtures with air. Vapors may travel considerable distance to a source of ignition and flash back.
<b>Special protective equipment and precautions for firefighters</b>	Firefighters should wear full protective clothing including self-contained breathing apparatus.
<b>Fire-fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	Flammable liquid and vapor.

**Hazardous combustion products**

May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Polycyclic aromatic hydrocarbons (PAHs). Aromatic hydrocarbons.

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## 6. Accidental Release Measures

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**Personal precautions, protective equipment and emergency procedures**

Keep unnecessary personnel away. Keep out of low areas. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Do not breathe mist or vapor. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

**Methods and materials for containment and cleaning up**

Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Take precautionary measures against static discharge. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Stop leak if you can do so without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Never return spills to original containers for re-use. Following product recovery, flush area with water. Clean surface thoroughly to remove residual contamination. For waste disposal, see section 13 of the SDS. Prevent entry into waterways, sewers, basements or confined areas.

**Environmental precautions**

Do not discharge into lakes, streams, ponds or public waters.

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## 7. Handling and Storage

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**Precautions for safe handling**

Vapors may form explosive mixtures with air.  
Do not handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight.  
Take precautionary measures against static discharges.

Avoid contact with eyes, skin and clothing.  
Wear appropriate personal protective equipment.  
Do not breathe mist or vapor.  
Use only outdoors or in a well-ventilated area.  
Avoid prolonged exposure.  
Observe good industrial hygiene practices.  
Wash thoroughly after handling.  
When handling, do not eat, drink or smoke.

**Conditions for safe storage, including any incompatibilities**

Keep away from heat, sparks and open flame.  
Store in a cool, dry place out of direct sunlight.  
Store in a well-ventilated place.  
Store away from incompatible materials (see Section 10 of the SDS).  
Keep out of reach of children.

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## 8. Exposure Controls/Personal Protection

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**Occupational exposure limits****Canada. Alberta OELs (Occupational Health & Safety Code, Schedule 1, Table 2)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	8 mg/m <sup>3</sup> 2.5 ppm
	TWA	1.6 mg/m <sup>3</sup> 0.5 ppm
Naphthalene (CAS 91-20-3)	STEL	79 mg/m <sup>3</sup> 15 ppm
	TWA	52 mg/m <sup>3</sup> 10 ppm
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m <sup>3</sup>
Toluene (CAS 108-88-3)	TWA	188 mg/m <sup>3</sup> 50 ppm

**Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	

**Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)**

Components	Type	Value	Form
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m <sup>3</sup>	Vapor and aerosol.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Manitoba OELs (Reg. 217/2006, The Workplace Safety And Health Act)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m <sup>3</sup>	Inhalable fraction and vapor.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m <sup>3</sup>	Inhalable fraction and vapor.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	15.5 mg/m <sup>3</sup> 5 ppm
	TWA	3 mg/m <sup>3</sup> 1 ppm
	TWA	0.005 mg/m <sup>3</sup>
Naphthalene (CAS 91-20-3)	STEL	79 mg/m <sup>3</sup> 15 ppm
	TWA	52 mg/m <sup>3</sup> 10 ppm
	TWA	188 mg/m <sup>3</sup> 50 ppm

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Naphthalene (CAS 91-20-3)	PEL	50 mg/m <sup>3</sup> 10 ppm

**US. OSHA Table Z-2 (29 CFR 1910.1000)**

Components	Type	Value
Benzene (CAS 71-43-2)	Ceiling	25 ppm
	TWA	10 ppm
Toluene (CAS 108-88-3)	Ceiling	300 ppm
	TWA	200 ppm

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Naphthalene (CAS 91-20-3)	TWA	10 ppm	Inhalable fraction and vapor.
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m <sup>3</sup>	
Toluene (CAS 108-88-3)	TWA	20 ppm	

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	1 ppm
	TWA	0.1 ppm
Naphthalene (CAS 91-20-3)	STEL	75 mg/m <sup>3</sup> 15 ppm
	TWA	50 mg/m <sup>3</sup> 10 ppm
Toluene (CAS 108-88-3)	STEL	560 mg/m <sup>3</sup> 150 ppm
	TWA	375 mg/m <sup>3</sup> 100 ppm

**Biological limit values****ACGIH Biological Exposure Indices**

Components	Value	Determinant	Specimen	Sampling Time
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercapturic acid	Creatinine in urine	*
Benzo[a]pyrene (CAS 50-32-8)	2.5 µg/l	1-Hydroxypyrene, with hydrolysis (1-HP)	Urine	*
Toluene (CAS 108-88-3)	0.3 mg/g	o-Cresol, with hydrolysis	Creatinine in urine	*
	0.03 mg/L	Toluene	Urine	*
	0.02 mg/L	Toluene	Blood	*

\* - For sampling details, please see the source document.

**Exposure guidelines****Canada - Alberta OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Toluene (CAS 108-88-3)	Can be absorbed through the skin.

**Canada - British Columbia OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

**Canada - Manitoba OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

**Canada - Ontario OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

**Canada - Quebec OELs: Skin designation**

Toluene (CAS 108-88-3)	Can be absorbed through the skin.
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**Canada - Saskatchewan OELs: Skin designation**

Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.
Toluene (CAS 108-88-3)	Can be absorbed through the skin.

**US ACGIH Threshold Limit Values: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

<b>Appropriate engineering controls</b>	Mechanical ventilation should be used when handling this product in enclosed spaces. Local exhaust ventilation may be necessary.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Face shield or chemical goggles.
<b>Skin protection</b>	
<b>Hand protection</b>	Nitrile rubber Viton™, PVC gloves, Tychem™ BR/LV, Tychem™ TK.
<b>Other</b>	Use of protective coveralls and long sleeves is recommended. If clothing or footwear becomes contaminated with the product, remove it and completely decontaminate it before re-use, or discard it.
<b>Respiratory protection</b>	For confined spaces, wear a NIOSH-approved (or equivalent) full-facepiece airline respirator in the positive pressure mode with emergency escape provisions. Respirator should be selected by and used under the direction of a trained health and safety professional following requirements found in OSHA's respirator standard (29 CFR 1910.134), CAN/CSA-Z94.4 and ANSI's standard for respiratory protection (Z88.2).
<b>Thermal hazards</b>	Not applicable.
<b>General hygiene considerations</b>	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

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## 9. Physical and Chemical Properties

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<b>Appearance</b>	Clear
<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid
<b>Color</b>	Water white
<b>Odor</b>	Kerosene
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not applicable
<b>Melting point/freezing point</b>	Not available.
<b>Initial boiling point and boiling range</b>	300 - 700 °F (148.89 - 371.11 °C)
<b>Pour point</b>	-60 - 10 °F (-51.11 - -12.22 °C)
<b>Specific gravity</b>	0.8 - 0.86 @ 15°C
<b>Partition coefficient (n-octanol/water)</b>	3.3 - 7.06 (log Kow)
<b>Flash point</b>	120.0 - 160.0 °F (48.9 - 71.1 °C) Closed Cup
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	0.6-1.3
<b>Flammability limit - upper (%)</b>	6-7.5
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.12 - 26.4 mmHg @ 21°C
<b>Vapor density</b>	Not available.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	Not available.
<b>Auto-ignition temperature</b>	494.6 °F (257 °C)
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	1.3 - 4.1 cSt @104°F

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## 10. Stability and Reactivity

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<b>Reactivity</b>	May react with incompatible materials.
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Chemical stability</b>	Stable under recommended storage conditions.
<b>Conditions to avoid</b>	Avoid temperatures exceeding the flash point. Do not mix with other chemicals. Heat, open flames, static discharge, sparks and other ignition sources.

**Incompatible materials**

Acids. Oxidizers.

**Hazardous decomposition products**

May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Aromatic hydrocarbons.

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**11. Toxicological Information**

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**Routes of exposure** Eye, Skin contact, Skin absorption, Inhalation, Ingestion.**Information on likely routes of exposure****Ingestion** May be fatal if swallowed and enters airways.**Inhalation** Harmful if inhaled. Prolonged inhalation may be harmful. May cause damage to organs by inhalation.**Skin contact** Causes skin irritation.**Eye contact** Direct contact with eyes may cause temporary irritation.**Symptoms related to the physical, chemical and toxicological characteristics** Skin irritation. May cause redness and pain.**Information on toxicological effects****Acute toxicity** Harmful if inhaled. May be fatal if swallowed and enters airways.**Components****Species****Test Results**

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Benzene (CAS 71-43-2)

**Acute***Dermal*

LD50

Guinea pig

&gt; 8260 mg/kg, HSDB

Guinea pig; Rabbit

&gt; 9.4 ml/kg, 24 Hours, ECHA

*Inhalation*

LC50

Mouse

9980 ppm, 7 Hours, ECHA

Rat

43767 mg/m<sup>3</sup>, 4 Hours, ECHA

13700 ppm, 4 Hours, ECHA

10000 ppm, 7 Hours, HSDB

31.8 mg/l/4h, HSDB

*Oral*

LD50

Mouse

4700 mg/kg, HSDB

Rat

&gt; 2000 mg/kg, ECHA

5970 mg/kg, ECHA

4700 mg/kg, HSDB

3306 mg/kg, HSDB

Benzo[a]pyrene (CAS 50-32-8)

**Acute***Dermal*

LD50

Rabbit

&gt; 2000 mg/kg

Rat

&gt; 2000 mg/kg

*Inhalation*

LC50

Not available

*Oral*

LD50

Mouse

433 mg/kg

Not available

Rat

725 mg/kg

Naphthalene (CAS 91-20-3)

**Acute***Dermal*

LD50

Rabbit

&gt; 2 g/kg

Rat

&gt; 16000 mg/kg, 24 Hours, ECHA

&gt; 2500 mg/kg, ECHA

*Inhalation*

LC50

Rat

&gt; 78 ppm, 4 Hours, ECHA

Components	Species	Test Results
		> 0.4 mg/L, 4 Hours, ECHA
<i>Oral</i> LD50	Guinea pig	1200 mg/kg
	Mouse	710 mg/kg, ECHA
		533 mg/kg
	Rat	490 mg/kg
		2.6 g/kg, HSDB
Petroleum distillates (CAS 68476-34-6)		
<b>Acute</b>		
<i>Dermal</i> LD50	Rabbit	> 2000 mg/kg
		> 1800 mg/kg
		> 5 ml/kg, 24 Hours
<i>Inhalation</i> LC50	Rat	1 - 5 mg/l/4h
		4600 mg/m <sup>3</sup> , 4 Hours
		4.1 mg/L, 4 Hours
<i>Oral</i> LD50	Rat	> 5000 mg/kg
		9 ml/kg
Toluene (CAS 108-88-3)		
<b>Acute</b>		
<i>Dermal</i> LD50	Rabbit	> 5000 mg/kg, 24 Hours, ECHA
		12124 mg/kg, HSDB
		14.1 ml/kg, HSDB
<i>Inhalation</i> LC50	Mouse	6405 - 7436 ppm, 6 Hours, ECHA
		5320 ppm, 8 Hours, ECHA/HSDB
		400 ppm, 24 Hours, HSDB
	Rat	26700 ppm, 1 Hours, HSDB
		12200 ppm, 2 Hours, HSDB
		8000 ppm, 4 Hours, HSDB
		5879 - 6281 ppm, 6 Hours, ECHA
		30 mg/L, 4 Hours, ECHA
		28.1 mg/L, 4 Hours, ECHA
		25.7 mg/L, 4 Hours, ECHA
<i>Oral</i> LD50	Rat	> 5000 mg/kg, ECHA
		5580 mg/kg, ECHA
		2.6 g/kg, HSDB
<b>Skin corrosion/irritation</b>	Causes skin irritation.	
<b>Exposure minutes</b>	Not available.	
<b>Erythema value</b>	Not available.	
<b>Oedema value</b>	Not available.	
<b>Serious eye damage/eye irritation</b>	Direct contact with eyes may cause temporary irritation.	
<b>Corneal opacity value</b>	Not available.	
<b>Iris lesion value</b>	Not available.	
<b>Conjunctival reddening value</b>	Not available.	

<b>Conjunctival oedema value</b>	Not available.
<b>Recover days</b>	Not available.
<b>Respiratory or skin sensitization</b>	
<b>Respiratory sensitization</b>	Not available.
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.
<b>Mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
<b>Carcinogenicity</b>	Contains < 3% (w/w) DMSO-extract
<b>ACGIH Carcinogens</b>	
Benzene (CAS 71-43-2)	A1 Confirmed human carcinogen.
Benzo[a]pyrene (CAS 50-32-8)	A2 Suspected human carcinogen.
Naphthalene (CAS 91-20-3)	A3 Confirmed animal carcinogen with unknown relevance to humans.
Petroleum distillates (CAS 68476-34-6)	A3 Confirmed animal carcinogen with unknown relevance to humans.
<b>Canada - Alberta OELs: Carcinogen category</b>	
Benzene (CAS 71-43-2)	Confirmed human carcinogen.
<b>Canada - Manitoba OELs: carcinogenicity</b>	
BENZENE (CAS 71-43-2)	Confirmed human carcinogen.
BENZO[A]PYRENE (CAS 50-32-8)	Suspected human carcinogen.
DIESEL FUEL, AS TOTAL HYDROCARBONS, INHALABLE FRACTION AND VAPOR (CAS 68476-34-6)	Confirmed animal carcinogen with unknown relevance to humans.
NAPHTHALENE (CAS 91-20-3)	Confirmed animal carcinogen with unknown relevance to humans.
<b>Canada - Quebec OELs: Carcinogen category</b>	
Benzene (CAS 71-43-2)	Detected carcinogenic effect in humans.
Benzo[a]pyrene (CAS 50-32-8)	Suspected carcinogenic effect in humans.
<b>IARC Monographs. Overall Evaluation of Carcinogenicity</b>	
Benzene (CAS 71-43-2)	Volume 29, Supplement 7, Volume 100F 1 Carcinogenic to humans.
Benzo[a]pyrene (CAS 50-32-8)	Volume 92, Volume 100F 1 Carcinogenic to humans.
Naphthalene (CAS 91-20-3)	Volume 82 - 2B Possibly carcinogenic to humans.
Petroleum distillates (CAS 68476-34-6)	Volume 45 - 3 Not classifiable as to carcinogenicity to humans.
Toluene (CAS 108-88-3)	Volume 47, Volume 71 - 3 Not classifiable as to carcinogenicity to humans.
<b>US - California Proposition 65 - CRT: Listed date/Carcinogenic substance</b>	
Benzene (CAS 71-43-2)	
Benzo[a]pyrene (CAS 50-32-8)	
Naphthalene (CAS 91-20-3)	
<b>US NTP Report on Carcinogens: Anticipated carcinogen</b>	
Benzo[a]pyrene (CAS 50-32-8)	Reasonably Anticipated to be a Human Carcinogen.
Naphthalene (CAS 91-20-3)	Reasonably Anticipated to be a Human Carcinogen.
<b>US NTP Report on Carcinogens: Known carcinogen</b>	
Benzene (CAS 71-43-2)	Known To Be Human Carcinogen.
<b>US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)</b>	
Benzene (CAS 71-43-2)	Cancer
<b>Reproductive toxicity</b>	Not classified.
<b>Teratogenicity</b>	Toluene (benzene, methyl-) has caused fetotoxicity (reduced fetal weight), behavioural effects (effects on learning and memory) and hearing loss (in males). These effects have been observed in the offspring of rats exposed by inhalation to 1200 or 1800 ppm toluene. These effects were observed in the absence of maternal toxicity.
<b>Specific target organ toxicity - single exposure</b>	Not classified.
<b>Specific target organ toxicity - repeated exposure</b>	May cause damage to organs through prolonged or repeated exposure.
<b>Aspiration hazard</b>	May be fatal if swallowed and enters airways.
<b>Chronic effects</b>	Prolonged inhalation may be harmful. Prolonged or repeated exposure can cause kidney damage.

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## 12. Ecological Information

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**Ecotoxicity** Components of this product have been identified as having potential environmental concerns.

**Ecotoxicological data**

Components		Species	Test Results
<b>Benzene (CAS 71-43-2)</b>			
Algae	IC50	Algae	29 mg/L, 72 Hours
Crustacea	EC50	Daphnia	12.18 mg/L, 48 Hours
<b>Aquatic</b>			
Crustacea	EC50	Water flea (Daphnia magna)	8.76 - 15.6 mg/L, 48 hours
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	7.2 - 11.7 mg/L, 96 hours
<b>Naphthalene (CAS 91-20-3)</b>			
Algae	IC50	Algae	0.4 mg/L, 72 Hours
Crustacea	EC50	Daphnia	2.16 mg/L, 48 Hours
<b>Aquatic</b>			
Crustacea	EC50	Water flea (Daphnia magna)	1.09 - 3.4 mg/L, 48 hours
Fish	LC50	Pink salmon (Oncorhynchus gorbuscha)	1.11 - 1.68 mg/L, 96 hours
<b>Toluene (CAS 108-88-3)</b>			
Algae	IC50	Algae	433 mg/L, 72 Hours
Crustacea	EC50	Daphnia	7.645 mg/L, 48 Hours
<b>Aquatic</b>			
Crustacea	EC50	Water flea (Daphnia magna)	5.46 - 9.83 mg/L, 48 hours
Fish	LC50	Coho salmon,silver salmon (Oncorhynchus kisutch)	8.11 mg/L, 96 hours
<b>Persistence and degradability</b>	Non-persistent/ Group 1		
<b>Bioaccumulative potential</b>	Not available.		
<b>Mobility in soil</b>	No data available.		
<b>Mobility in general</b>	Not available.		
<b>Other adverse effects</b>	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		

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### 13. Disposal Considerations

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<b>Disposal instructions</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

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### 14. Transport Information

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**Transport of Dangerous Goods (TDG) Proof of Classification** Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.

**U.S. Department of Transportation (DOT)****Basic shipping requirements:**

<b>UN number</b>	UN1202
<b>Proper shipping name</b>	Diesel fuel
<b>Hazard class</b>	3
<b>Packing group</b>	III
<b>Special provisions</b>	144, B1, IB3, T2, TP1
<b>Packaging exceptions</b>	150

**Transportation of Dangerous Goods (TDG - Canada)****Basic shipping requirements:**

<b>UN number</b>	UN1202
<b>Proper shipping name</b>	DIESEL FUEL; FUEL OIL; GAS OIL; or HEATING OIL LIGHT
<b>Hazard class</b>	3
<b>Packing group</b>	III

**DOT****TDG**


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**15. Regulatory Information**


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**Canadian federal regulations** This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR.

**Canada CEPA Schedule I: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.

**Canada DSL Challenge Substances: Listed substance**

Naphthalene (CAS 91-20-3)	Listed.
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**Canada NPRI VOCs with Additional Reporting Requirements: Mass reporting threshold/Identification Number**

Benzene (CAS 71-43-2)	1 TONNES
Benzo[a]pyrene (CAS 50-32-8)	1 TONNES
Toluene (CAS 108-88-3)	1 TONNES

**Export Control List (CEPA 1999, Schedule 3)**

Not listed.

**Greenhouse Gases**

Not listed.

**Precursor Control Regulations**

Toluene (CAS 108-88-3)	Class B
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**WHMIS 2015 Exemptions** Controlled

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

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

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Benzene (CAS 71-43-2)	Cancer
	Central nervous system
	Blood
	Aspiration
	Skin
	Eye
	respiratory tract irritation
	Flammability

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**Hazard categories** Immediate Hazard - Yes  
 Delayed Hazard - Yes  
 Fire Hazard - Yes  
 Pressure Hazard - No  
 Reactivity Hazard - No

**SARA 302 Extremely hazardous substance** No

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**  
 Not regulated.

**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Naphthalene (CAS 91-20-3)  
 Toluene (CAS 108-88-3)

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

Not regulated.

**US state regulations** See below

**US - California Hazardous Substances (Director's): Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - Illinois Chemical Safety Act: Listed substance**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Naphthalene (CAS 91-20-3)  
 Toluene (CAS 108-88-3)

**US - Louisiana Spill Reporting: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - Michigan Critical Materials Register: Parameter number**

Benzene (CAS 71-43-2)	BENZENE
Benzo[a]pyrene (CAS 50-32-8)	BENZO(A)PYRENE
Toluene (CAS 108-88-3)	TOLUENE

**US - Minnesota Haz Subs: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - New Jersey RTK - Substances: Listed substance**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Naphthalene (CAS 91-20-3)  
 Toluene (CAS 108-88-3)

**US - North Carolina Toxic Air Pollutants: Listed substance**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Toluene (CAS 108-88-3)

**US - Pennsylvania RTK - Hazardous Substances: Special hazard**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)

**US - Texas Effects Screening Levels: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Petroleum distillates (CAS 68476-34-6)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - Washington Chemical of High Concern to Children: Listed substance**

Benzene (CAS 71-43-2)  
Toluene (CAS 108-88-3)

**US. Massachusetts RTK - Substance List**

Benzene (CAS 71-43-2)  
Benzo[a]pyrene (CAS 50-32-8)  
Naphthalene (CAS 91-20-3)  
Toluene (CAS 108-88-3)

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

Benzene (CAS 71-43-2)  
Benzo[a]pyrene (CAS 50-32-8)  
Naphthalene (CAS 91-20-3)  
Petroleum distillates (CAS 68476-34-6)  
Toluene (CAS 108-88-3)

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

Benzene (CAS 71-43-2)  
Benzo[a]pyrene (CAS 50-32-8)  
Naphthalene (CAS 91-20-3)  
Petroleum distillates (CAS 68476-34-6)  
Toluene (CAS 108-88-3)

**US. Rhode Island RTK**

Benzene (CAS 71-43-2)  
Benzo[a]pyrene (CAS 50-32-8)  
Naphthalene (CAS 91-20-3)  
Toluene (CAS 108-88-3)

**US. California Proposition 65**

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

Benzene (CAS 71-43-2)	Listed: February 27, 1987
Benzo[a]pyrene (CAS 50-32-8)	Listed: July 1, 1987
Naphthalene (CAS 91-20-3)	Listed: April 19, 2002

**US - California Proposition 65 - CRT: Listed date/Developmental toxin**

Benzene (CAS 71-43-2)	Listed: December 26, 1997
Toluene (CAS 108-88-3)	Listed: January 1, 1991

**US - California Proposition 65 - CRT: Listed date/Male reproductive toxin**

Benzene (CAS 71-43-2)	Listed: December 26, 1997
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**Inventory status**

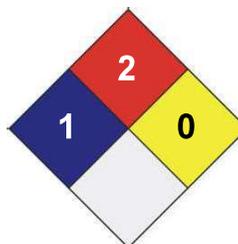
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

**16. Other Information**

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	* 1
FLAMMABILITY	2
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X

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**Issue date** 18-May-2018  
**Version #** 03  
**Effective date** 18-May-2018

**Prepared by**

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**Other information**

This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR. For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.