



Pinellas County
ADMINISTRATIVE SERVICES

Joseph Lauro, Director
Pinellas County Courthouse Annex Bldg., Sixth Floor, Clearwater, FL 33765

[PRO ENERGY LLC] RESPONSE DOCUMENT REPORT

ALL No. 25-0541-ITB

Fuel: Gasoline and Diesel (Co-op)

RESPONSE DEADLINE: August 26, 2025 at 3:00 pm

Report Generated: Wednesday, October 15, 2025

Pro Energy LLC Response

CONTACT INFORMATION

Company:

Pro Energy LLC

Email:

chas@proenergy.us

Contact:

Chas DeFelice

Address:

9780 NW 115th Way
Medley, FL 33178

Phone:

(954) 431-5389

Website:

www.proenergy.us

Submission Date:

Aug 26, 2025 11:05 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Aug 21, 2025 10:25 AM by Chas 0eFe!ice

Addendum #2

Confirmed Aug 21, 2025 10:25 AM by Chas 0eFe!ice

Addendum #3

Confirmed Aug 21, 2025 10:25 AM by Chas DeFe!ice

Addendum #4

Confirmed Aug 21, 2025 10:25 AM by Chas 0eFe!ice

Addendum #5

Confirmed Aug 25, 2025 12:26 PM by Chas 0eFe!ice

Addendum #6

Confirmed Aug 25, 2025 12:26 PM by Chas 0eFe!ice

QUESTIONNAIRE

1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

CONTRACTOR ACCEPTANCE FORM*

Download the below documents, complete, and upload.

- [11.13.2024.Vendor.acceptanc...](#)

20250821115418.pdf

OPENGOV ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS*

See OpenGov electronic [Pricing Proposal](#). Pricing must be submitted within the OpenGov electronic [Pricing Proposal](#) and all pricing must be completed.

DELIVERY DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Florida Limited Liability Corporation

SUBMITTAL DOCUMENTS*

Upload all other documents relating to this solicitation.

20250821115400.pdf

Pro_Energy_Bid_Package_25-051-ITB.pdf

PRICE TABLES

PINELLAS COUNTY BCC QUANTITIES

FIXED FEE MARK UP *FEE MARKUP PER GALLON ALL INCLUSIVE CHARGE (PLUS OR MINUS) TO BE ADDED TO AVERAGE BASE PRICE

*FIXED FEE MARKUP SHALL BE AN ALL-INCLUSIVE PRICE FOR ALL COSTS ASSOCIATED WITH SUPPLYING AND DELIVERING FUEL TO

PARTICIPATING ENTITIES. CALCULATIONS WILL BE COMPLETED USING OPIS PRICING (used only to determine award), Daily Average price on BID OPENING DATE Per Gallon Fuel Prices will be calculated using the following information: *The average Base Price on the day of order placement *The Fixed Fee per gallon price as listed on the bid submittal *All applicable fuel taxes and or petroleum-associated fees as listed on the bid submittal.

08/26/2025 OPIS Price				Pro Energy LLC	
Item No.	Description	OPIS Price	Estimated Gallons	Unit Price	Amount
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS					
6	TRANSPORT / Low Sulfur Diesel, Red Dye, Grade 2-D, S-500 Off-Road	2.4510	300,000	\$ (0.0225)	\$ 728,550.00

COOPERATIVE AGENCIES QUANTITIES

FIXED FEE MARK UP *FEE MARKUP PER GALLON ALL INCLUSIVE CHARGE (PLUS OR MINUS) TO BE ADDED TO AVERAGE BASE PRICE
 *FIXED FEE MARKUP SHALL BE AN ALL-INCLUSIVE PRICE FOR ALL COSTS ASSOCIATED WITH SUPPLYING AND DELIVERING FUEL TO PARTICIPATING ENTITIES. CALCULATIONS WILL BE COMPLETED USING OPIS PRICING (used only to determine award), Daily Average price on BID OPENING DATE Per Gallon Fuel Prices will be calculated using the following information: *The average Base Price on the day of order placement *The Fixed Fee per gallon price as listed on the bid submittal *All applicable fuel taxes and or petroleum-associated fees as listed on the bid submittal.

[PRO ENERGY LLC] RESPONSE DOCUMENT REPORT

ALL No. 25-0541-ITB

Fuel: Gasoline and Diesel (Co-op)

Line Item	Description	Unit of Measure	Quantity	Fixed Fee	OPIS Price	Total
1	TANK WAGON Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	208,400	\$0.25	TBD	\$52,100.00
2	TRANSPORT Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	833,600	-\$0.0275	TBD	-\$22,924.00
3	TANK WAGON Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	48,413	\$0.25	TBD	\$12,103.25
4	TRANSPORT Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	919,838	-\$0.0225	TBD	-\$20,696.355
5	TANK WAGON Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off-Road Use	Gallon	235,150	\$0.25	TBD	\$58,787.50
6	TRANSPORT Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off-Road Use	Gallon	352,725	-\$0.0225	TBD	-\$7,936.3125
TOTAL						\$71,434.08251

GENERAL INFORMATION

Line Item	Description	Unit of Measure	Unit Cost	No Bid	Yes/No
*	CARRIER	N/A	\$0.00		Yes
1	TANK WAGON Carrier Capacity and Delivery Limit	Gallon	\$4,500.00		
2	TRANSPORT Carrier Capacity and Delivery Limit	Gallon	\$8,000.00		
3	Minimum gallons delivered to one (1) location (1 Product)	Gallon	\$7,000.00		
4	Minimum gallons to make deliveries combining products and orders	Gallon	\$8,000.00		

Line Item	Description	Unit of Measure	Unit Cost	No Bid	Yes/No
5	Use own carriers? (No, if you use a contractor)	Yes/ No	\$0.00		Yes
6	Weather Emergencies/ Provide drop of loaded transport trailer to one or several locations	Yes/ No	\$0.00		No
7	Weather Emergencies/ Demurrage cost per day per Tanker:	Per Day	\$1,800.00		
8	Emergency Planning Policy Statement (deliveries preceding emergency) *reference Scope of Work, section 6.6	Yes/ No	\$0.00		Yes
9	Policy Statement (availability of transport trailers to be filled and left at facilities) *reference Scope of Work, section 6.6	Yes No	\$0.00		No
10	Delivery Policy (elevated above ground tanks) *reference Scope of work, section 6.3	Yes No	\$0.00		Yes
11	Drop Charges/ Split Fee Delivery (two products/ two locations)	Per Event	\$35.00		
12	Pump Fee (elevated storage tanks)	Per Event	\$45.00		
13	Fixed Delivery Fee for other fuels not listed	Gallons	\$0.00		

VENDOR SUBMITTAL ACKNOWLEDGEMENT FORM

It is the policy of Pinellas County, Board of County Commissioners, to accept the lowest responsive and responsible or highest ranked submittal received meeting specifications. No changes requested by a vendor due to an error in pricing will be considered after the advertised solicitation opening date. By signing this Vendor Submittal Acknowledgment Form, vendors are attesting to their awareness and acceptance of this policy and agreeing to all solicitation of terms and conditions, including any insurance requirements.

Vendor Name (as shown on W-9): Pro Energy LLC

Doing Business As (DBA) (if applicable):

Mailing Address (as shown on W-9): 9780 NW 115th Way

City, State, Zip (as shown on W-9): Medley, FL 33179

Vendor Email (primary company email): chas@proenergy.us

Remit to address (as shown on vendor invoice): 9780 NW 115th Way, Medley, FL 33178

Federal Tax ID (FEIN)#: 65-1029440

SAM.gov UEID No.:

Dun & Bradstreet D-U-N-S®UEID No. (if applicable):

Vendor Contact Information

Contact Name: Chas DeFelice

Phone Number: 954-431-5389

Email Address: chas@proenergy.us

Payment Terms: Net 45 (per Florida Statute F.S. 218.73) N/A % N/A Days

Deposit (if required) has been paid in the amount of\$ N/A

Proper Corporate Identity is needed for a firm registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your submittal.

I hereby agree to abide by all terms and conditions of this solicitation, including all insurance requirements, and certify that I am authorized to sign this solicitation for the vendor.

Authorized Signature:

A blue inked rectangular stamp is placed over the signature. The stamp contains the text "PRO ENERGY LLC" in a bold, sans-serif font, with "PRO" on the top line, "ENERGY" on the second line, and "LLC" on the third line. To the right of the stamp, there is a small question mark "?".

Print Name: Clemente Cruz

Title: Member

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

HUMAN TRAFFICKING AFFIDAVIT

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Pro Energy LLC (the "Contractor"), hereby attests that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned must be an authorized representative of the Contractor who can execute this affidavit on the Contractor's behalf.

Under penalties of perjury, I Clemente Cruz, declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature:  - =

Print Name: ci;mente CruzL.,L

Date: ~~07-10-2020~~

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: 25-0541-ITB

STATE OF FLORIDA COUNTY OF Florida_____

The foregoing instrument was acknowledged before me by means of 1) physical presence or 2) online notarization..LJ this 8/11/25 (date) by Clemente Cruz of Pro Energy LLC, a Limited Liability corporation, on behalf of the corporation.

He/she is personally known to me or has produced identification. Personally known as

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: Charles DeFelice

My Commission Expires: 2/29/28



25-0541-ITB

FUEL: GASOLINE AND DIESEL (CO-OP)



954-431-5389
954-450-8084

 proenergy.us

9780 NW 115th Way
Medley, FL 33178

August 8, 2025

Pinellas County Purchasing & Risk Management
Merry Celeste, CPPB
Division Director of Purchasing
Pinellas County Courthouse Annex Bldg., Sixth Floor
Clearwater, FL 33765

RE: **25-0541-ITB**

Thank you for the opportunity to submit a proposal to fuel your needs. We are committed to delivering exceptional customer service and competitive pricing, with a strong focus on reliability and responsiveness.

It has truly been a privilege to serve you over the past several years as your trusted vendor for Transport Fuel Supply. When unforeseen challenges arose and your Tank Wagon needs were left unfulfilled, we were grateful for the opportunity to step in and support you without interruption.

Through hurricanes and other emergencies, we've stood shoulder to shoulder with you, working as partners to ensure your critical fuel supply remained steady. We value the trust you've placed in us and remain committed to being there whenever you need us most.

We look forward to the opportunity to work together and to establishing a strong, long-term partnership.

Best Regards,



Cleo Cruz
Managing Member
Pro Energy LLC
cecruz@proenergy.us
Office: 954-431-5389
Cell: 954-599-8090

"PRO Energy

954-431-5389

954-450-8084

proenergy.us

9780 NW 115th Way
Medley, FL 33178

About us

Pro Energy's legacy dates back to 1979, when founders Clemente Cruz Sr. and Clemente Cruz Jr. began selling Chevron fuel at their station in Miami, Florida. What began as a single retail operation has since evolved-through dedication, vision, and a commitment to excellence-into one of Florida's leading fuel distribution companies.

By 2000, Pro Energy had established itself as a premier wholesaler of fuel in Florida. The company continued to grow, becoming a statewide Chevron wholesale distributor and expanding its brand portfolio to include Marathon, Valero, and a significant presence in the unbranded fuel market. Today, Pro Energy is recognized as one of the largest distributors of unbranded fuel in the region.

In addition to fuel distribution, Pro Energy strategically diversified its operations through common ownership of **eWE Transportation**, a licensed common freight carrier. This vertical integration enhances the company's ability to provide reliable, efficient fuel and petroleum product transportation services across the state.

With decades of industry experience, Pro Energy remains committed to its founding principles of integrity, reliability, and superior service. As a trusted energy partner, Pro Energy proudly serves the fueling needs of communities and businesses throughout Florida.

Philosophy

At Pro Energy, our mission is to deliver exceptional value to our customers by combining competitive pricing, superior service, and unparalleled reliability. Our extensive network of suppliers enables us to offer some of the most competitive daily fuel prices on the market.

We remain focused on supporting our customers' bottom line by providing responsive, personalized service and ensuring consistent supply, especially during critical times such as severe weather events and declared state emergencies.

Our around-the-clock operations and proactive planning reflect our unwavering commitment to reliability. **Pricing, service, and dependability** are the core pillars of our business, and they continue to drive our success and our customers' satisfaction.



954-431-5389
954-450-8084
proenergy.us
9780 NW 115th Way
Medley, FL 33178



Business Plan

Pro Energy owns and operates its assets directly, without reliance on subcontractors, and holds access agreements for all fuel terminals across the state of Florida. In support of our logistics capabilities, I also own CWC Transportation, which allows Pro Energy to maintain full control over fuel distribution operations. This vertical integration provides us with a significant competitive advantage.

Pro Energy is proud to have been awarded fuel supply contracts for the following organizations:

- Hillsborough County Sheriff's Office
- Pinellas County School Board
- Orange County Public Schools
- Pinellas County Cooperative
- Sarasota County Government

We are confident that your organization will benefit from partnering with a company that has a demonstrated track record of reliability and a deep understanding of the Florida fuel market.

CWC Transportation, established in 2007, operates a robust fleet of 65 transport trucks across the state, ensuring efficient and dependable service year-round. Our current terminal allocations are as follows:

- **Port Everglades:** 31 transport trucks, including 2 tank wagons
- **Port of Tampa:** 17 transport trucks, including 2 tank wagons
- **Taft/ Port Canaveral:** 8 transport trucks
- **Port of Jacksonville:** 5 transport trucks

All tractors are under full-service lease agreements, providing operational flexibility and minimizing downtime in the event of mechanical issues. Tanker trailers are owned by CWC Transportation, while tank wagons are owned by Pro Energy.

We operate **24/7/365**, with all deliveries completed within **24 hours** of order placement, ensuring unmatched responsiveness and reliability.



954-431-5389
954-450-8084

proenergy.us

9780 NW 115th Way
Medley, FL 33178

Experience and Capacity

Pro Energy has been proudly serving the Florida marketplace since 2000. Over the years, we have secured strategic supply agreements with major oil companies, granting us fuel access that few in the industry can match-particularly during critical times.

Our ability to deliver during emergencies has set us apart. During Hurricane Irma, for example, the Broward County Sheriff's Office turned to Pro Energy when their contracted supplier failed to meet demand. We not only delivered but also provided BSO with direct access to fuel at Port Everglades. Similarly, in the case of Miami-Dade County, the awarded vendor was unable to fulfill their fuel obligations and requested our partnership to ensure uninterrupted supply to the county.

We are prepared to provide Bills of Lading as documentation supporting these claims. Additionally, Ned Bowman, Executive Director of the Florida Petroleum Marketers Association (FPMA), can independently verify these events.

In 2019, we expanded our infrastructure by acquiring a bulk fuel plant facility in Medley, FL. This facility has a storage capacity of **300,000** gallons and is equipped with its own generator capable of powering the entire operation during outages-further enhancing our ability to serve our clients without interruption.

- **6 - 30,000 Above Ground Tanks**
- **6 - 20,000 Above Gound Tanks**



"PRO ENERGY

954-431-5389

954-450-8084

proenergy.us

9780 NW 115th Way
Medley, FL 33178



Location of Emergency Fuel Supply

- 9780 NW 115th Way
Medley, FL 33178
Tank Farm - Capacity 300,000 Gallons

Storage tanks are maintained at full capacity before, during and after any state of emergency if ports are open.

"PRO Energy Systems

954-431-5389
954-450-8084
proenergy.us
9780 NW 115th Way
Medley, FL33178



Project Team Members

- **Clemente Cruz**

Founder of Pro Energy LLC in 2000 / Co-Founder of CWC Transportation in 2007

9780 NW 115th Way

Medley, FL 33178

Office (954) 431-5389 / Cell (954) 599-8090

- **Angel Cruz**

Chief Operations Officer/ CWC Transportation

9780 NW 115th Way

Medley, FL 33178

Office (954) 431-5389/ Cell (954) 683-2788

- **Chas DeFelice**

Controller/ Pro Energy LLC

9780 NW 115th Way

Medley, FL 33178

Office (954) 431-5389 / Cell (954) 816-8351

"PRO Energy LLC"

954-431-5389
954-450-8084
proenergy.us
9780 NW 115th Way
Medley, FL33178

References

- **Emily Wenstad**
Sarasota County
Email: ewenstad@scgov.net
Phone: 941-861-0561
- **Katlyn Harrison**
Hillsborough County Sheriff's Office
Email: kharrison@teamHSCO.com
Phone: 813-247-0044
- **Kimberly Batey**
Charlotte County Board of County Commissioners
Email: Kimberly.batey@charlottecountyfl.gov
Phone: 941-575-3633
- **Gail Monroe**
Pinellas County Board of County Commissioners
Email: gmonroe@pinellas.gov
Phone: 727-582-3050



Emergency Response Plan

To ensure seamless communication and operational efficiency during emergency events, we respectfully request that a single point of contact be designated for each city covered under this bid. This centralized communication structure will enhance accuracy and clarity regarding the services to be delivered at each location.

Pro Energy will also designate a single point of contact:

Clemente Cruz - Owner - Available 24/7 for all emergency-related coordination.

During an emergency crisis the following will apply.

Emergency Response Procedures

During any emergency event, Pro Energy is committed to maintaining uninterrupted fuel supply and operational support. The following protocols will be implemented:

General Preparedness Measures

- Bulk Storage Readiness: Our bulk storage facility will be maintained at 100% capacity before, during, and after an event to ensure uninterrupted supply.
- Power Continuity: Our bulk plant is equipped with a backup generator to ensure continuous operations in the event of a power outage.
- Terminal Access: We have access to multiple fuel terminals throughout the state, allowing us to source products as needed from alternate locations.
- Communication: We will maintain constant communication with designated contacts via phone, text, email, and web portal.
- Pre-Storm Preparation: As an event approaches, prioritized sites will be topped off based on real-time coordination with city and county officials.
- Ongoing Coordination: We will continuously assess and adapt our response plan in coordination with all involved throughout the event.



954-431-5389
954-450-8084



proenergy.us



9780 NW 115th Way
Medley, FL 33178



Timeline of Actions

5 Days Prior to Event

- Inspect all transportation equipment to confirm operational readiness.
- Review driver schedules and confirm personnel availability.

4 Days Prior to Event

- Complete any necessary servicing of equipment to ensure reliability.
- Finalize scheduling and personnel assignments.
- Confirm that the bulk plant is fully stocked.

3 Days Prior to Event - Through Duration

- Maintain bulk plant at 100% capacity.
- Continually monitor and confirm readiness of equipment and personnel.
- Adjust logistics and delivery schedules as needed based on conditions and communication with officials.

Ongoing Support

Pro Energy will maintain open and proactive communication with all designated points of contact to ensure that every location is properly supplied **before, during, and after** the emergency event.

For questions or immediate coordination, please contact:

Clemente Cruz - Owner, Pro Energy

📞 954-599-8090

✉️ cecruz@proenergy.us

Chas DeFelice - Controller, Pro Energy

📞 954-816-8351

✉️ chas@proenergy.us

"PROE?r?h?\$.Y

📞 954-431-5389
954-450-8084

📞 proenergy.us

📍 9780 NW 115th Way
Medley, FL 33178



August 8, 2025

Pro Energy LLC
9780 NW 115th Way
Medley, Florida 33178

RE: 25-0541-ITB Pinellas County - Fuel: Gasoline and Diesel (CO-OP)

It is understood that CWC will be transporting the following fuel types to various municipalities within Pinellas County.

- 1- Regular Unleaded Gasoline,
- 2- Super Unleaded Gasoline
- 3- Ultra Low Sulfur Diesel and
- 4- Low Sulfur Diesel Fuel, Red-Dyed

Based upon the Scope listed in the bid it's also understood:

- 1- Methanol fuel is not acceptable.
- 2- Ethanol blended fuel, up to 10% is acceptable.
- 3- Octane rating shall not be achieved by the adding of an octane booster additive of any sort.

Delivery Requirements

- 1- Deliveries will be made within twenty-four (24) hours of order placement.
- 2- Deliveries will be between the hours of 7:00 AM and 3:00 PM, Monday through Friday, unless otherwise authorized by municipality.
- 3- Drivers will follow all safety protocols in the event of leaks, spills, overfills, and other fuel discharges. All spills created by our drivers will be cleaned and remediated.
- 4- Proof of delivery (Delivery Tickets) will be signed by point of delivery contact and left at location.
- 5- Tank Wagon deliveries will be made through either nozzle or 2" cam and grove fitting.
- 6- All Tank Wagon deliveries will be metered.
- 7- CWC is fully licensed by local, state and federal regulations and fully comply to laws, ordinances and statutes.
- 8- It is understood that if fuel storage tanks are above ground a pump will be required. Our drivers are well versed in all safety measures pertaining to the proper offloading of fuel via pumps.
- 9- Drivers will follow explicitly order instructions regarding the quantities being transferred into specific tanks. Tanks will be driver verified to have sufficient capacity to receive the quantity ordered without overfill.

In regard to the availability of transport trailers being filled and left at protected County facilities, it was agreed to by Pro Energy and CWC that **no** assets will be left at any locations. The rational behind this decision is that we must have flexibility and asset availability to service all of our customers. Pro Energy has included an Emergency Plan which address this issue.

Please consider this our commitment to this Bid and Pro Energy with its' endeavors.

Regards,



Clemente Cruz
Member



Oil Spill Prevention and Response Plan

General

This plan is designed to inform interested people, including employees, that CWC is complying with the Oil Spill Prevention and Response Plan requirements of Title 49 Code of Federal Regulations Section 130 by specifying the communication, packaging, and emergency response requirements for all operations involving the transport of oil and the offering or acceptance of oil for transportation as summarized below.

§130.1 Purpose.

This part prescribes prevention, containment and response planning requirements of the Department of Transportation applicable to transportation of oil by motor vehicles and rolling stock.

§130.2 Scope.

(a) The requirements of this part apply to-

(a)(I) Any liquid petroleum oil in a packaging having a capacity of 3,500 gallons or more; Definition

Oil means oil of any kind or in any form, including, but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil.

Our Oil Spill Prevention and Response Plan Administrator, the General Manager or designate ("GM") is responsible for all our oil- and transportation-related operations. GM will review and update the plan, as necessary. Copies of the written plan may be obtained from GM at the main operations office.

Under this plan, our employees will be informed of the contents of DOT's oil spill prevention and response rules, appropriate packaging procedures to prevent accidental releases to the environment, and the actions to take in the event a spill or the threat of one.



If, after reading this program, you find that improvements can be made, please contact the GM with possible improvements that might be considered. We encourage all suggestions because we are committed to the kind of good corporate citizenship and environmental stewardship that will foster the success of our Oil Spill Prevention and Response Plan. We strive for clear understanding, safe behavior, and involvement in the plan from every level of the company.

Communication Requirements

For our prevention and control efforts to succeed, it is important that we know when we are accepting or transporting a shipment containing oil. The GM, sales force and dispatch personnel are all responsible for accepting oil for transportation at our company and must be given a document from the offeror whenever a shipment contains oil. This is generally received upon contract with our customers. Without that paperwork, we will not accept the shipment.

When we're ready to transport oil shipments from supplies, the person responsible for our transport vehicle operations is the dispatch manager or designate. During transportation, all of our vehicle operators must also have documentation of the shipment's oil contents readily available. This documentation is kept by the driver in the form of a Hazardous Material Shipping Paper. We have also designated our Safety Department or designate to train everyone affected by these requirements at **eWE**. Any questions about compliance with these rules are directed to the Safety Department.

Basic Response Plans

Although we take every precaution to prevent any oil discharges, we are prepared in the event one should occur. For instance, we are very careful about any packaging that we select, design, construct, maintain, close or load. We ship oil only in top quality DOT specification cargo tanks. Even in a worst-case spill scenario, no more than 7000 US gallons of oil could escape from these containers.



Assessment of Incidents

In the event a spill should occur, our designated Spill Coordinator will assess the situation to identify the needs to mitigate the spill. The Spill Coordinator will consider.

1. Demographics or the spill location to include population, the motoring public, waterways, weather conditions, and outfalls.
2. A Worst -Case Scenario that could exist that may include fire and exposition, injuries, environmental contamination.
3. Equipment needs.
 - a. On-Site Response Teams
 - b. Vacuum Truck
 - c. Potable Containers
 - d. Pumps
 - e. Containment Equipment

Resources

The Spill Coordinator shall have the necessary resources available to call upon to respond to an oil release. The following resources.

1. R&S Compliance Group
 - a. On-Site Event Coordinator
 - b. 813-433-4979
 - c. 2707 W. Price Ave., Tampa, FL 33611
2. SWS Environmental
 - a. Licensed Hazardous Materials Cleanup Contractor
 - b. **877-742-4215**
 - c. Various Locations
3. Local Municipal Support
 - a. Hazardous Material Response Team and other law enforcement personnel
 - b. 911
 - c. Various Locations



Actions

1. All actions taken by CWC shall be consistent with the National Contingency Plan (40CFR Part 300) and all local contingency plans that may exist by the municipality.
2. The National Response Center shall be contacted within 15 minutes of being made aware of a release via telephone 1-800-424-8802 and a report filed for all oil releases that shall include.
 - a. Name of reporter.
 - b. Name and address of person represented by reporter.
 - c. Phone number where reporter can be contacted.
 - d. Date, time, and location of incident.
 - e. The extent of injury, if any.
 - f. Class or division, proper shipping name, and quantity of hazardous materials involved, if such information is available; and
 - g. Type of incident and nature of hazardous material involvement and whether a continuing danger to life exists at the scene.
3. Submit a Hazardous Materials Incident Report on DOT Form F 5800.1 (01/2004) within 30 days of discovery of the incident

Training

CWC, as part of required General Awareness and Function Specific Hazardous Materials Training described in part 172.700-704, will include the requirements of this plan.

Request for Taxpayer Identification Number and Certification

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

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

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

Pro Energy LLC

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

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

☐ **D** Individual/sole proprietor or single-member LLC
☐ **D** C Corporation
☐ **D** S Corporation
☐ **D** Partnership
☐ **D** Trust/estate

☒ **fZI** Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

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

☐ **D** Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

9780 NW 115th Way

Requester's name and address (optional)

6 City, state, and ZIP code

Medley, FL 33178

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

ITIJ-[TJ]-[] [] [] []

Employer identification number

?-11021214141°1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part 11, later.

Sign
Here

Signature of
U.S. person ►

Date ► **1/3/2025**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



CWCTTRAN-01

MKALICHARAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	2210ct Michelle Brown (904) 845-8437 Acisur Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748 michellebrown@acisur.com	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	ewe Transportation, LLC & Pro-Energy, LLC 9780 NW 115th Way Medley, FL 33178	INSURER A: American Summit Insurance Company	19623
		INSURER B: Clear Blue Insurance Company, Inc.	28860
		INSURER c: General Star Indemnity Company	37362
		INSURER D: Great American Insurance Company	16691
		INSURER E: Lexington Insurance Company	19437
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
CLAIMS-MADE OCCUR	X X	AEASP11000014800	9/13/2024	9/13/2025	EACH OCCURRENCE \$ 1,000,000 PROPERTY DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
AUTOMOBILE LIABILITY	X X	AQ1YFL00436700	9/13/2024	9/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB	X OCCUR	IXG680509	9/13/2024	9/13/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION	NIA X	WCE61391204	9/13/2024	9/13/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Excess Liability		21458281	9/13/2024	9/13/2025	Each Occurrence \$ 1,500,000

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

Transportation Pollution Liability, Insurer: Lloyds of London; Policy #CSIEL01666-00; 9/13/2024 to 9/13/2025; Limit: \$5,000,000; \$5,000,000 Aggregate

Excess Liability Policy #IXG680509 ; Insurer: General Star Indemnity Company; 9/30/2024 to 9/30/2025; \$1,000,000 Each Occurrence/\$1,000,000 Aggregate - Follows form on Auto Liability

Excess Liability Policy #21458281; Insurer: Steadfast Insurance Company; 9/30/2024 to 9/30/2025; \$1,500,000 Each Occurrence/\$1,500,000 Aggregate - Follows form on Auto Liability

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Pinellas County, A Political Subdivision of the State of Florida 400 South Fort Harrison Avenue Clearwater, FL 33756	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Acrisure Southeast Partners Insurance Services, LLC		NAMED INSURED ewe Transportation, LLC & Pro-Energy, LLC 9780 NW 115th Way Medley, FL 33178
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEEP 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Excess Liability Policy #AEC567839000; Insurer: : Lexington Insurance Company; 9/30/2024 to 9/30/2025; \$1,500,000 Each Occurrence/\$1,500,000 Aggregate - Follows form on Auto Liability

Excess Liability Policy #USXTL0737424; Insurer: Upland Specialty Insurance Company; 9/30/2024 to 9/30/2025; \$1,000,000/\$1,000,000 Aggregate - Follows form on Auto Liability

Excess Liability Policy #2413773U2430252208; Insurer: Lloyds; 9/30/2024 to 9/30/2025; \$5,000,000 Each Occurrence/\$5,000,000 Aggregate - Follows form on General Liability,

Pinellas County, a Political Subdivision of the State of Florida is included as Additional Insured in regard to General Liability only as required by written contract per form CG2026, Primary and Noncontributory per form CG2001 and Waiver of Subrogation per form CG2404. Auto Liability includes Additional Insured per form QADLIN-B; Primary and Noncontributory per form CA0449 and Waiver of Subrogation QWAIVER-B and MCS-90 when required by written contract. Waiver of Subrogation in regard to Workers Compensation only as required by written contract per form WC000313. Umbrella follows form on General Liability, Auto Liability and Employers Liability.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

PRO ENERGY, LLC

Filing Information

Document Number	L00000009996
FEI/EIN Number	65-1029440
Date Filed	08/21/2000
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/23/2023
Event Effective Date	NONE

Principal Address

9780 NW 115th Way
Medley, FL 33178

Changed: 09/09/2022

Mailing Address

9780 NW 115th Way
Medley, FL 33178

Changed: 09/09/2022

Registered Agent Name & Address

DEUTSCH, STEVEN W
1875 NW CORPORATE BOULEVARD, SUITE 100
BOCA RATON, FL 33431

Name Changed: 05/23/2023

Address Changed: 05/23/2023

Authorized Person(s) Detail

Name & Address

Title MGR

CRUZ, CLEMENTE E
9780 NW 115th Way
Medley, FL 33178

Title MGR

CRUZ, CLEMENTE J
9780 NW 115th Way
Medley, FL 33178

Annual Reports

Report Year	Filed Date
2023	01/18/2023
2024	04/12/2024
2025	02/19/2025

Document Images

02/19/2025 --ANNUAL REPORT	View image in PDF format
04/12/2024 -- ANNUAL REPORT	View image in PDF format
05/23/2023 -- LC Amendment	View image in PDF format
01/18/2023 --ANNUAL REPORT	View image in PDF format
01/27/2022 --ANNUAL REPORT	View image in PDF format
02/16/2021 --ANNUAL REPORT	View image in PDF format
03/04/2020 --ANNUAL REPORT	View image in PDF format
04/25/2019 --ANNUAL REPORT	View image in PDF format
04/09/2018 --ANNUAL REPORT	View image in PDF format
01/24/2017 --ANNUAL REPORT	View image in PDF format
01/26/2016 --ANNUAL REPORT	View image in PDF format
02/02/2015 --ANNUAL REPORT	View image in PDF format
02/26/2014 --ANNUAL REPORT	View image in PDF format
04/12/2013--ANNUAL REPORT	View image in PDF format
04/18/2012 --ANNUAL REPORT	View image in PDF format
04/27/2011 --ANNUAL REPORT	View image in PDF format
04/29/2010 --ANNUAL REPORT	View image in PDF format
01/15/2009 --ANNUAL REPORT	View image in PDF format
04/29/2008 --ANNUAL REPORT	View image in PDF format
07/19/2007 --ANNUAL REPORT	View image in PDF format
07/10/2006 --ANNUAL REPORT	View image in PDF format
05/04/2005 --ANNUAL REPORT	View image in PDF format
05/03/2004 --ANNUAL REPORT	View image in PDF format
04/29/2003 --ANNUAL REPORT	View image in PDF format
01/28/2002 --ANNUAL REPORT	View image in PDF format
05/03/2001 --ANNUAL REPORT	View image in PDF format
08/21/2000 -- Florida Limited Liabilities	View image in PDF format

Florida Department of State, Division of Corporations

local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

7291662

BUSINESS NAME/LOCATION
PRO ENERGY LLC
9780 NW 115TH WAY
MEDLEY, FL 33178-1176

RECEIPT NO.
RENEWAL
7580962



OWNER
PRO ENERGY LLC
C/O CRUZ, CLEMENTE E

Employee(s) 12

SEC. TYPE OF BUSINESS
220 TANGIBLE PERSONAL
PROP DLR

**PAYMENT RECEIVED
BY TAX COLLECTOR**
54.00 07/15/2024
INT-24-430719

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter BA - Art. 9 & 10

* This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec Ba-276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-Dade



Town of Medley

LOCAL BUSINESS TAX RECEIPT

BTAX25-2573

valid OCT 1, 2024 - SEPT 30, 2025

PRO ENERGY LLC
9780 NW 115TH WAY
MEDLEY, FL 33178-1176

PRO ENERGY LLC
9780 NW 115TH WAY
MEDLEY, FL 33178-1176

Is hereby issued a Local Business Tax Receipt for the Town of Medley, valid through September 30th of the tax year listed above for the occupation of:

GAS WHOLESALE DISTRIBUTOR



"Issuance of this Business Tax Receipt (BTR) is not a development or zoning approval. All activities and uses operated pursuant to this BTR shall comply with the Town of Medley Municipal Code, Miami-Dade County Regulations and State Laws."

Folio No. 22-2032-012-0080



RESTRICTIONS:

**TRACTOR/TRAILERS BACKED TO LOADING DOCK MUST NOT BLOCK RIGHT OF WAY.
NO OUTSIDE STORAGE.
NO LIVING ON PREMISES
MUST ABIDE BY ALL REGULATORY AGENCIES.
BUSINESS MUST COMPLY WITH ALL REGULATORY AGENCIES.**

*This Local Business Tax Receipt must be exhibited
conspicuously at your place of business.*

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/02/24PRO ENERGY LLC
9780 NW 115TH WAY
MEDLEY FL 33178-1176

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

License Number: 551966
FEIN Number: 65-1029440**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/02/24

Expiration Date: 12/31/2025

License Activity: Wholesaler

PRO ENERGY LLC
9780 NW 115TH WAY
MEDLEY FL 33178-1176

Location:

License is Not Transferable - It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/01/24

ewe TRANSPORTATION LLC
9780 NW 115TH WAY
MEDLEY FL 33178-1176

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/01/24

License Number: 13894569
FEIN Number: 26-0156778

Expiration Date: 12/31/2025

License Activity: Carrier

ewe TRANSPORTATION LLe
9780 NW 115TH WAY
MEDLEY FL 33178-1176

Location:

License is Not Transferable - It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.



Company ID Number: 1313644



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and **Pro Energy LLC** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form 1-9, Employment Eligibility Verification (Form 1-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by OHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and OHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1313644

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form 1-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form 1-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form 1-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form 1-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form 1-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List Band List C, document(s) to complete the Form 1-9.
7. The Employer agrees to record the case verification number on the employee's Form 1-9 or to print the screen containing the case verification number and attach it to the employee's Form 1-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms 1-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form 1-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 1313644

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form 1-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form 1-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form 1-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article 11.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article 111.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 1313644

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident- Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 1313644

reasonable notice, to review Forms 1-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 {Web}](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FARE-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 1313644

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form 1-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form 1-9 is complete (including the SSN) and complies with Article 11.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form 1-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form 1-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form 1-9 consistent with Article 11.A.6 or update the previous Form 1-9 to provide the necessary information if:

- i. The Employer cannot determine that Form 1-9 complies with Article 11.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form 1-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form 1-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 1313644



Article 11.C.5, but reflects documentation (such as a U.S. passport or Form 1-551) that expired after completing Form 1-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article 11.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C.1306(a)), and SSA regulations (20 CFR Part401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 1313644

- b. Photo verification checks {when available} on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 1313644

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO OHS

1. If the Employer receives a tentative nonconfirmation issued by OHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to OHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by OHS, the Employer will instruct the



Company ID Number: 1313644



employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form 1-551, Form 1-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1313644



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1313644



E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: **(1)** prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; **(2)** immediate termination of its MOU and/or; **(3)** possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1313644

Approved by:

Employer Pro Energy LLC	
Name (Please Type or Print) Lisa Orapjuk	Title
Signature Electronically Signed	Date 06/11/2018
Department of Homeland Security - Verification Division	
Name {Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/11/2018



Company ID Number: 1313644

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Pro Energy LLC
Company Facility Address	9780 NW 115th Way Medley, FL 33178
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	651029440
North American Industry Classification Systems Code	424
Parent Company	
Number of Employees	10to 19
Number of Sites Verified for	1 site(s)



Company ID Number: 1313644

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL



Company ID Number: 1313644

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Charles DeFelice
Phone Number 9544315389
Fax 9544508084
Email chas/rooroenerav.us

Name Lisa Draoluk
Phone Number 9544315389
Fax 9543372689
Email lisa/rooroenerav.us



Company ID Number: 1313644



This list represents the first 20 Program Administrators listed for this company.

CARRIER ACCESS AGREEMENT ("Agreement")

IN CONSIDERATION OF Central Florida Pipeline LLC ("CFPL") granting to the undersigned carrier ("**Carrier**") the privilege of access to CFPL Terminals ("Terminal"), and permission for Carrier's representatives to perform loading and/or unloading operations thereon and all acts incidental thereto in accordance with CFPL's rules, regulations, and instructions, as provided by local terminal personnel (which may be revised from time to time), the Carrier hereby agrees to indemnify CFPL as follows:

Each of CFPL and Carrier are sometimes referred to herein as ("**Party**" and collectively as "**Parties**").

CARRIER WAIVES ANY CLAIM FOR AND SHALL INDEMNIFY, DEFEND AND HOLD CFPL HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, SUITS, LIABILITY AND EXPENSES CAUSED BY OR RESULTING FROM (I) ACTS OR OMISSIONS ON THE PART OF THE CARRIER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, ANY OF SUCH PERSONS TRANSPORTING PRODUCTS OR ADDITIVES (PRODUCTS OR ADDITIVES COLLECTIVELY, "**PRODUCT**") TO OR FROM THE TERMINAL) IN THE PERFORMANCE OF THIS AGREEMENT; (II) THE CONCURRENT NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF CFPL, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS; OR (III) FAILURE OF EQUIPMENT OF CARRIER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS. CFPL SHALL INDEMNIFY AND HOLD CARRIER HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, SUITS, LIABILITY AND EXPENSES WHICH ARE CAUSED BY OR RESULT FROM THE NEGLIGENCE OR WILLFUL ACTS OR OMISSION OF CFPL, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS. THIS INDEMNITY PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

In addition to the foregoing but not by way of limitation, Carrier agrees to provide at Carrier's expense and to keep in force during the term of this Agreement the following insurance from insurers with an A.M. Best rating of not less than A-/VIII: 1) Statutory Workers' Compensation including not less than \$1,000,000 per employee/accident/disease coverage for Employers' Liability; 2) Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability; 3) Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned), with a combined single limit of not less than \$1 million; and 4) Umbrella Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such Umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance set forth in the policy and shall be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies. If the work contemplated by this Agreement includes the transportation of hazardous materials, the policy shall include an MCS-90 endorsement in accordance with state and Federal laws. If necessary, the policy shall be endorsed to provide contractual liability coverage. Said policies shall include coverage for all liability Carrier assumes under the terms of this Agreement. All above-mentioned policies shall include a waiver of subrogation in favor of Kinder Morgan, Inc. and CFPL, and except for Workers' Compensation shall name Kinder Morgan, Inc. and CFPL as an additional insured. Any contractor policies shall be endorsed with the waiver of subrogation and additional insured and carry the same limits of coverage as the Carrier. Any deficiency in the coverage, policy limits, or endorsements of said contractors will be the sole responsibility of the Carrier.

At the same time of execution of this Agreement, Carrier will furnish an insurance certificate or certificates on forms reasonably satisfactory to CFPL evidencing the coverage required above and providing that no insurance will be terminated or cancelled without 30 days prior written notice;

CFPL. Certificates providing evidence of renewal of coverages shall be furnished prior to policy expiration. Failure to enforce this provision shall not be considered as waiving the insurance required herein,

A security card system is used at the Terminal. A Terminal access card has been issued to certain truck drivers designated by Carrier for such drivers that have been satisfactorily trained and qualified by the Terminal Supervisor. For truck drivers without such access cards, a Terminal access card will be issued to truck drivers designated by Carrier when the driver has been satisfactorily trained and qualified by the Terminal Supervisor. Drivers will be expected to complete qualifying within three weeks of beginning of training. Failure to do so will require Carrier to resubmit all necessary documentation for that driver, should they wish training to continue. Drivers not accessing the Terminal within any 6 month period will be locked out and will need to requalify to renew access privileges. Any driver not active in this facility for a period of one year will be completely eliminated from system files. Carrier takes full responsibility for its designated driver's actions. Carrier shall be liable for any Product taken from the Terminal when a security card issued to one of his designated drivers is used in obtaining the "Product" at the Terminal whether such taking Product was authorized specifically by Carrier or not.

Nothing herein will be construed to deny or otherwise limit CFPL's right to refuse entry to, or to remove immediately from the Terminal, any person or equipment which, in the sole discretion of CFPL, poses a hazard to the Terminal. Nothing herein will be construed as obligating CFPL to inspect any person or vehicle accessing the Terminal.

In the event Carrier's equipment is damaged while on CFPL premises and driver has reason to believe that CFPL is responsible for such damage, driver must notify CFPL's local personnel prior to, or before leaving CFPL's premises. Should driver fail to provide such notification, CFPL shall not be liable for any claim that Carrier might make with respect to damage to Carrier's equipment.

Carrier agrees that custody of the Products loaded passes to Carrier at the point where it passes the loading spout at the Terminal truck rack. Carrier assumes responsibility for Product quality beyond that point, should it differ from the Product quality of the sample taken from the tank delivering Product to that loading spout.

Carrier shall comply with all applicable Department of Transportation (DOT) requirements and has provided each truck/trailer unit with a current Emergency Response Guidebook.

This Carrier Access Agreement supersedes any prior agreement between the Parties herein regarding access to the Terminal.

In the exercise of the privileges and rights herein granted, Carrier and its Carrier's Agents, in any event, nor for any purpose whatsoever, be deemed to be the agent, servant or employee of CFPL.

This Agreement shall be deemed to have been made and accepted in Harris County, Texas, and the laws of Texas (without giving effect to Texas' choice of law rules and to the extent permitted by applicable law) shall govern any interpretations or constructions of this Agreement. Any dispute between CFPL and Carrier arising from or related to this Agreement shall be resolved first through discussions among upper management of the Parties, and if the dispute cannot be resolved within 45 days from the date the matter was first brought by the disputing Party to the attention of the other Party, then either Party may elect to resolve the matter through litigation which shall be brought in any court sitting in Harris County, Texas, having jurisdiction thereof, CFPL and Carrier each submits to the exclusive jurisdiction of said courts and waives the right to change venue. The costs and expenses of the litigation (including attorneys' fees) of the prevailing Party will be borne by the other Party.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

CFPL may terminate this Agreement at any time with written notice to Carrier. All notices under this Agreement shall be in writing and shall be effective upon receipt in the United States Mail, postage prepaid, registered or certified with return receipt requested, or transmitted by facsimile or courier with applicable charges prepaid, or by electronic mail (email). The Carrier's email address or the physical address as set forth below will be deemed valid and sufficient for any notice, demand, request or communication from CFPL to Carrier.

Date: 11/30/11 SCAC Code: (1)JC L.
Carrier Name: CWC. (i.At-)flll f A.1 ErN#: 1 0 ' J tt=r
Address: 1001, ri...R: d By: [Signature]
Phone: 9rc.1 a..L,1 .. 161 t Name: Carlos Assayag
Title: Managing Member
Email: {a-(c)5 @ cwc c fr o..r-5f •tt -h..b v-

Rev. 21UJ-05b

TERMINAL ACCESS AGREEMENT

TO: Marathon Petroleum Company U.C rMPC")
539 South Main Street
Findlay, OH 44830-3295

AoreementNurnber. /S-t.ftZ.,bl- l&S'/S:..VZC..

Date: _____, 2008

In consideration of your permitting us, from time to time, to load or operate transport truck at MPC terminals, we agree:

1. To the maximum extent permitted by law, to indemnify, defend, reimburse, and hold harmless the MPC Parties for and from all Claims related to any of our activities, transports, drivers, or activations, or our breach of any term herein. Our obligations under this paragraph shall cover all your alleged or actual negligence (including willful misconduct, part, sole and general negligence); however, to the extent such Claims are determined by a court to have been caused by your active negligence, we shall not be liable for such Indemnity exceeding \$1,000,000. We will pay all costs and expenses, including attorney fees and all other litigation expenses incurred by MPC to enforce this agreement. MPC reserves the right to participate in the defense of any Claim, whether covered, under this section or otherwise, herein, but such participation shall not relieve us from any obligation hereunder and may be terminated at MPC's discretion.

2. Y...hollt lmlfng in anyway the scope of our obligatiOns Qr liabD" dies heroin, to procure and maintain in our name and at our own
titpenae, auch types and amounb; of insurance u MPC may from time to time reasonably require, Incfuding:

e. Workers' Compensation compliant with applicable Law and Employer's Disability Insurance with a limit of at least \$100,000 and \$500,000 each occurrence or other limits as established by Law, whichever is greater. To the extent permitted by Law, this insurance shall be endorsed to state: "The Insurer waives subrogation against MPC, its successors and assigns in whole and in part by Law.";

b. General Umbrella Insurance, endorsed to include contractual liability, to cover liability for bodily injury, death, and property damage, with a combined single limit of at least One Million Dollars (\$1,000,000) each occurrence; and

c. BusinessAutomobaeLJatimy insw*1u1:e toowrthe opemtlon,Inclucing loading ond unloaofllQ. of all Transp0fta, forbodUyilJwY, death, andptaperty damage, wllh acombinedBingle llmlof et least0llo Millort OoDars (\$1,000,000)

The ebaV& policy hmlla are minimum requi"tements, not liability finllB. MPC does not accept f86POns/Nffty for liability e,a;eeding such lrrnfl. The General and Automobile Liability Insurance shall be endo, sed ID Include the t.Q)C Parties aa addl!fonal Insured=, with language aafollowB: ♦ **WholsanInsurad** section of thecontract lsamendecl taInclude **Marathon PetroleumeompeayUC.**

II. members and subsidiaries as insured persons for all duties arising out of or relating to a named insured's activity or
 owned by a named insured in any contract with an additional insured where the aid assumption includes
 additional insured's
 or
 As a condition precedent to our initial access to M/C Sites, we shall furnish certificates of
 insurance showing: (1) compliance with all applicable Worker's Compensation Law, (2) compliance with the Motor Carrier NJ Of 1980,
 (3) off insurance and endorsements
 b. f us as required by the P4 Feement, and (4) a statement that the insurance will not be
 materially changed, canceled, or ponited to expire without at least 10 days' prior written notice to you. As a condition to our online
 access to MPC 8188, we and the 8UPPLEMENTS and amendments to such certificate to demonstrate that such insurance and
 endorsements remain in effect

3. the following definitions apply throughout this agreement: ♦ means OnyJcey, oard rother access methodinleor made available to u.a." Cldlf Includes wthoutlimit any clalm, demand, causeofaction, lat>ily, toes, ♦ damage, flne, ♦ costc) expense OnclUdlnOattcmiey, expert & consultant feesand courteosls) of any kkl(1, IJ Joludngwlthout 11rrvt for pel'80nat inJtpyorP@atflor Drwere or any other pe, sons, IOSG of or damage to our or any other property. 81Wironmel'ta1t1 demape, remedlor, « ♦ ♦ "MPC Entities..means you and your subslidies, affiliataa, & parents. "MPC PartV means elf MPC Entitea and tflsr oflicert, employees, & agents.. "IIPC Sit. • m8800 enyfacillythataMPCEntity ownsorOI) CfW\$, -r, an-, ortmeansqfmetrlr, inilerqrc:, Cbe, veNclao equipment that weOWn. lease, rent, Nre, ooM, oruse orwhele en1ere aMPC Site pursua11tto a contractMh or an Acft.oafdr leueed to us. "Driver" means any driver or passenger of aTninsport orour officer, empk>ye, agent, contractw, or Invitee, ♦ "Actively" means anyactivity related to anyDriver, Transport orits contenlB, orrelated to our business, iochdrig without 11mlt entenng, IOedng, un♦, operating orl)re\$8nce at, use vf, or e.xting wm aMPCSit&. ♦ ♦ ♦ rm, aos anynpermisson or♦ ♦ ♦ atyougmntkluscr to Drwns. "tJght PRIduds TraDars" means any traner designed to or capable of ha♦ ♦ ♦ gQ5011e or dialil1at88. "Law" means all federal, stata & l0(81lads. ttatutes, regulations, rules, ordinances and otJar legal requirements.. -wC*, "us-and ♦W mer toall Undersigned ♦ ♦ ♦ endltsparentl and l heJr respectiYe afliiataa, subskiptres, pa, tne, s, JolntvenUrM, B15C8880111 and assigns,

-4. Aciivutamaru andwlllremain your property, and w/lberturned andforfeled toyouonrequest You tnaydiscontfne anyPrMege
forusor QnYDrivur at anytime, for anyMPC \$118, at your BOie disc:relion and,If you do, we ehaU gather, rwtun end f all8'fecut
Aewafoolbnme-iatefy uponnollice to uis ofsuch d/8eonlInuatiOn,Weshall, et elltimes, bear full resporBililiyfor,aocooofor,end koep
wllhin our control ell Adiva!Dr& not returned to your poeaesslon..

s, We aren't your agent. and we shall bear sole responsibility for all product YAL drawn from MPC Sites using any M/ml:tx, and all taxes, COI1, charges and e 8880 Claed with such wtlldra\\T1 prodUct We\\llm (f)ly notify you ftht employment of any Drivarv.111 access to an Activ11)r 1\$1erm1Rafed or any Activatorls lost, stolen or damaged. To be vald, such notice be

Od. 31. 2007 3:33PM

No. 1118 P. 3/8

It'llt'tia-ierUed man orrax tothe address or number indicated below. We will be11M1ponsble rorproduct 'Mthdl'8Wll fromMPCSites, UWlg any Acflator destnbedln our notice,through the end ofthobualn888 day fullov.fng the bucloeMday that you tecevu the notice.

8. Only DIWensftuthodzedbyuswillloador operate Transportsand1191mlppblo<:tlment.atMPC Site9. We have l'eOeNed writlrHJ mfrucione asto pmcedurasto be followed fmpedormlllJ Ad2vllles att.'C'Sites, eJld YMIensure thatourDrMnm:lhef91Slricll'to8Uctll nIstrudlona. We 8hall comply with8l'KlcaU&e odl' OriV&r&toc::omplywith all tulesand guldollnM eslablllhod you from1tme toUme, Incfuding your On19, Alcohol, andFIUnn Poncy, Whilehprohlbla poea&88ion, 1.188, coneumr,tton, dlatrtbullon or eak, ordrgs, drug peraphemalla, aled\oJ, ffreanns, ammunllon or other we&poM 'Mille onaMPC Slit9, We actcnowflldge that enlrnet, O\ 11 i.'C Slie conatitutea consent to unannounc.d eaardln of pen30nnel, personal property, and our property, while entering, on, or leaving the premises andth4ClhlsPoley may be emended, terminated or changed at anylme atMPC'slOlldllcreflon.

7. wa acbWM1edge that leltlal kmIta Of tly(lklgon aulllOO gas may be pres8l1t in lthe vapor 8Jl8C8 v.thll'l tdoraQe umb end oomper1men18 thlttoontaln asphalt and other,heavy oil ca,goea, lnareas adjaoento orln cloMpruxlmlyto areaswflere wchtanlea and 00fillpartments vent, proceullons must be taken agein&t irihalation or hydrogen suddide ga.. Odor IS not a reliable means of hydrogen sulfide filas dewdlon. We futher acknOMedge that we are responsible for detennlnng, impkm.entng, and enawng comJlllancewlhworkprocedures toprovide adequateprecautions againsthydrogen sulfide gas expoatJre t,your 011111lwees,8QlSlls. contlnldmand - Consultelion of theMateriel Safety Data Sheet(MSDS) forprodUQtand otherdelscri and 1hervleaand regulations oftheOrx:upatlonal Safety &Health Administration(OSHA) for protvctive meosures ls our respomAbllity.

8. Driver, and Transports may be e)lJ)OS8d to environmental oondlllons (mdudng end snow'), spilled product, equipment malfunction, Interudlon""1thlhlrdparty vehlcies andpenionnel, andamlarhazard& ("Hazards") atM'C818s.Ftdler,Tra end Omen' use of and Pf888nct on publicandthird partyproperty ("Use ofOther Property") ls beyond your control. Weh&Vltthee lo train,SUJ>8M18, and equipDrivers adequately to avoidClaimsrelated tosuch Hazard& andUse ofOther Property, anytraining, gupemslon, orequipments thatYoUmchtprovide. WeshaUIndemnify, defendandholdhennlesG ltheMPCPal'le6mn any Cfams arisqi fromJnJury or damage toanyDriver or Transpo,t eri9ng from suchHazaJdl and Use ofOther Property and,only lo lthe exlef1trequred anc:tpermiU.ed byLawtodo ao,lthaO waive 8flYImmunity c,r limitation arising fromany col'18titutionalpnMlon, Compensation law or olh&r Lsw.

9. M a further Inducemant lo MPC to grant us Pmlages, we represent and warrant that, atellimes:

- AJJTranspor1s are designed, constructed, & malntalnod ptusuant toLaw and gommant spacitication8;
- AllTranepor1s are ar,dwl.ll bo keptlnproperlt fullCflol'mg oorw;Dtion; allnlllers are equtpped \ftffil.brek& Interfock sy8lems;ell Products Tr8Rem -arevapor tt,ht (vapor tlghtrle8s certification will be,ptovided lQyouandupcfat,,d acconng to Law) atld eq v.iUOYOJfill protacllon compertmentsafefyvulws&Soulyococl(recepmol8'traiors thalhaulgasolne8'ld on thesameload havl) noManifolds between oom}Xll1meots gasoline anddl1Hlat& respeeetlVefy; allfllngs.pipesandV.WUS rnISlJhatt and heavy olltruletsmenbe propelly cappec1qoo plugged;
- AllActlvlyend any1ank orc:onhli1eniintowftctl Orillers deliver enysubstance fully comply with all law,Includingfin:11 CFR Part 280 end any peralsta1e underground storage1ank provisions;
- We have the authority and are duty qualified lo perform the Actiff, and wll perfonn theIn a good and womnan manner ualng onlyqualified, careful endefflc&nt Orivere,lnatrlctconronnttywlththe Law and beatpracticeGlnthe transport andln a manner prow:c:fNe ofthe public and the environment; and,
- Orillersshall not,lnany event or ror any purpose Whataver, bedeemedaganls,serve!B, or emJ)loyees ofanyMPC Enfllyandwe shuH Indemnify, defendand hold harmless all MPC Enlllles from anyClaim which alleges olhllwlee.

10. Nei1heranycourse of de1lvng bvtweer1youlJtKlus noryourfaure toenforce anytetrn ofthlll;reemen16haD Mfy(lilr.'eSJChterm or fuwre oomplunce, otpreJtdoo any other terms.If anyterm ofttusAgreement violates anyloW,suchterm beinoperallw aoo theermalnngiennsdiall lindy you andus.MY Carrier Contract orother agreement belweenthe J)8l'lie8 ahaIlnotlmltthlsaarv&TI8nt and shall be ln addition to, and ln no way umbled by, this Agreem

1. i.v. 3. my. Sl' Ltt1'1-17N .1 J.L.C
(B)H1F--...,,_

ey. j.d.li. tfr..lt-re>

Ha Jf'evlhf... J%...iefr

9fr/. t./J./j"Jf9 9>7/:JJJ .:5<?1

a?G . <?100228

...vibor

R«wn1D: MlnU'on Petroleum LLC
P.O. 80)(1
Findlay, Ohl{, 45839-0001
FAX Number. 419-421--4238

(102162.DOC6J

711t 5\$ef. /L

fs.f 5A(r."4 5r. 'f«/k /LO

hfrck fferJ NM zfoJ-{

car a... Z...
#illt!..(q.Jt (mci/lW"Jk.. <A'-

liPo\Umlfl

MPCUSEONLY

Rsm1PI' C.nd 7q).(p

HUMAN TRAFFICKING AFFIDAVIT

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Pro Energy LLC (the "Contractor"), hereby attests that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned must be an authorized representative of the Contractor who can execute this affidavit on the Contractor's behalf.

Under penalties of perjury, I Clemente Cruz, declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: [Signature]
Print Name: Clemente Cruz
Date: 8/11/25

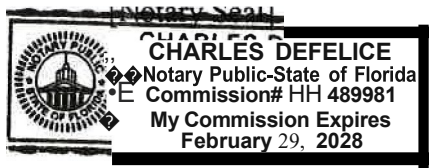
Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: 25 ; - 0 5 4 1- IT B

STATE OF FLORIDA COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of 1) physical presence or 2) online notarization LI this 8/11/25 (date) by Clemente Cruz of Pro Energy LLC, a Limited Liability corporation, on behalf of the corporation.

He/she is personally known to me or has produced. Personally known as identification.



Notary Public: [Signature]
Name typed, printed, or stamped: Charles Defelice

My Commission Expires: 2/29/28



SAFETY DATA SHEET

SDS ID NO.: 0130MAR019

Revision date 07/07/2020

1. IDENTIFICATION

Product Name Marathon Petroleum Gasoline with Ethanol - All Grades

Synonym Gasoline with Ethanol; Gasohol; Regular Unleaded Gasoline with Ethanol; Midgrade Unleaded Gasoline with Ethanol; Premium Unleaded Gasoline with Ethanol; Top Tier Gasoline; 0128MAR019; 0129MAR019

Product code 0130MAR019

Chemical family Complex Hydrocarbon Substance

Recommended use Fuel.

Restrictions on use All others.

Manufacturer, Importer, or Responsible Party Name and Address
MARATHON PETROLEUM COMPANY LP
539 South Main Street
Findlay, OH 45840

SDS Information 1-419-421-3070 (M-F; 8-5 EST)

24 Hour Emergency Telephone CHEMTREC: 1-800-424-9300 (CCN# 13740)

2. HAZARD IDENTIFICATION

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Classification

Flammable liquids	Category 1
Skin corrosion/irritation	Category 2
Germ cell mutagenicity	Category 1B
Carcinogenicity	Category 1A
Reproductive toxicity	Category 2
Specific target organ toxicity (single exposure)	Category 3
Specific target organ toxicity (repeated exposure)	Category 1
Aspiration toxicity	Category 1
Chronic aquatic toxicity	Category 2

Hazards Not Otherwise Classified (HNOC)

Static accumulating flammable liquid

Label Elements

Danger

EXTREMELY FLAMMABLE LIQUID AND VAPOR
May accumulate electrostatic charge and ignite or explode
May be fatal if swallowed and enters airways
Causes skin irritation
May cause respiratory irritation
May cause drowsiness or dizziness

May cause genetic defects
May cause cancer
Suspected of damaging fertility or the unborn child
Causes damage to organs (blood, blood-forming organs, immune system) through prolonged or repeated exposure
Toxic to aquatic life with long lasting effects



Appearance Clear yellow liquid

Physical State Liquid

Odor Hydrocarbon

Precautionary Statements - Prevention

Obtain special instructions before use
Do not handle until all safety precautions have been read and understood
Keep away from heat/sparks/open flames/hot surfaces. - No smoking
Keep container tightly closed
Ground/bond container and receiving equipment
Use explosion-proof electrical/ventilating/lighting/equipment
Use only non-sparking tools.
Take precautionary measures against static discharge
Do not eat, drink or smoke when using this product
Do not breathe mist/vapors/spray
Use only outdoors or in a well-ventilated area
Wear protective gloves/protective clothing/eye protection/face protection
Wash hands and any possibly exposed skin thoroughly after handling
Avoid release to the environment

Precautionary Statements - Response

If exposed, concerned or you feel unwell: Get medical attention
If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
If skin irritation occurs: Get medical attention
Wash contaminated clothing before reuse
If inhaled: Remove victim to fresh air and keep at rest in a position comfortable for breathing
Call a poison center or doctor if you feel unwell
If swallowed: Immediately call a poison center or doctor
Do NOT induce vomiting
In case of fire: Use water spray, fog or regular foam for extinction
Collect spillage

Precautionary Statements - Storage

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

Precautionary Statements - Disposal

Dispose of contents/container at an approved waste disposal plant

3. COMPOSITION/INFORMATION ON INGREDIENTS

Composition Information

Name	CAS Number	% Concentration
Gasoline	86290-81-5	90-100

Heptane (mixed isomers)	142-82-5	2.5-26
Toluene	108-88-3	1-20
Pentane (mixed isomers)	109-66-0	6-19
Butane (mixed isomers)	106-97-8	0.5-14
Hexane Isomers (other than n-Hexane)	107-83-5	2-12
Ethyl Alcohol	64-17-5	0-10
Xylene (mixed isomers)	1330-20-7	2-10
Benzene	71-43-2	0.1-4.9
n-Hexane	110-54-3	0.2-4.5
Cumene	98-82-8	0-4
1,2,4 Trimethylbenzene	95-63-6	0.5-4
Ethylbenzene	100-41-4	0-2.5
Cyclohexane	110-82-7	0-1.5
Octane	111-65-9	0-1.5
1,2,3-Trimethylbenzene	526-73-8	0-1
Naphthalene	91-20-3	0-0.5

Benzene concentration is percent by volume. All other concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

4. FIRST AID MEASURES

First aid measures

General advice

In case of accident or if you feel unwell, seek medical advice immediately (show directions for use or safety data sheet if possible).

Inhalation

Remove to fresh air. If not breathing, utilize bag valve mask or other form of barrier device to institute rescue breathing. If breathing is difficult, ensure airway is clear, give oxygen and continue to monitor. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR). Keep affected person warm and at rest. If symptoms occur get medical attention.

Skin contact

Immediately wash exposed skin with plenty of soap and water while removing contaminated clothing and shoes. Place contaminated clothing in closed container until cleaned or discarded. If clothing is to be laundered, inform the person performing the operation of contaminant's hazardous properties. Get medical attention if irritation persists. Any injection injury from high pressure equipment should be evaluated immediately by a physician as potentially serious (See NOTES TO PHYSICIAN).

Eye contact

Flush immediately with large amounts of water for at least 15 minutes. Gently remove contacts while flushing. Eyelids should be held away from the eyeball to ensure thorough rinsing. Gently remove contacts while flushing. Get medical attention if irritation persists.

Ingestion

Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips, or if patient is lying down, turn body and head to side to prevent aspiration and monitor for breathing difficulty. Never give anything by mouth to an unconscious person. Keep affected person warm and at rest. Get immediate medical attention.

Most important signs and symptoms, both short-term and delayed with overexposure

Adverse effects

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

Indication of any immediate medical attention and special treatment needed

Notes to physician

INHALATION: This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided.

SKIN: Leaks or accidents involving high-pressure equipment may inject a stream of material through the skin and initially produce an injury that may not appear serious. Only a small puncture wound may appear on the skin surface but, without proper treatment and depending on the nature, original pressure, volume, and location of the injected material, can compromise blood supply to an affected body part. Prompt surgical debridement of the wound may be necessary to prevent irreversible loss of function and/or the affected body part. High pressure injection injuries may be SERIOUS SURGICAL EMERGENCIES.

INGESTION: This material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

For small fires, Class B fire extinguishing media such as CO₂, dry chemical, foam (AFFF/ATC) or water spray can be used. For large fires, water spray, fog or foam (AFFF/ATC) can be used. Firefighting should be attempted only by those who are adequately trained and equipped with proper protective equipment.

Unsuitable extinguishing media

Do not use straight water streams to avoid spreading fire.

Specific hazards arising from the chemical

This product has been determined to be an extremely flammable liquid per the OSHA Hazard Communication Standard and should be handled accordingly. May accumulate electrostatic charge and ignite or explode. Vapors may travel along the ground or be moved by ventilation and ignited by many sources such as pilot lights, sparks, electric motors, static discharge, or other ignition sources at locations distant from material handling. Flashback can occur along vapor trail. For additional fire related information, see NFPA 30 or the Emergency Response Guidebook 128.

Hazardous combustion products

Smoke, carbon monoxide, and other products of incomplete combustion.

Explosion data

Sensitivity to mechanical impact:

No.

Sensitivity to static discharge:

Yes.

Special protective equipment and precautions for firefighters

Firefighters should wear full protective clothing and positive-pressure self-contained breathing apparatus (SCBA) with a full face-piece, as appropriate. Avoid using straight water streams. Water may be ineffective in extinguishing low flash point fires, but can be used to cool exposed surfaces. Avoid excessive water spray application. Water spray and foam (AFFF/ATC) must be applied carefully to avoid frothing and from as far a distance as possible. Keep run-off water out of sewers and water sources.

Additional firefighting tactics

FIRES INVOLVING TANKS OR CAR/TRAILER LOADS: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Cool containers with flooding quantities of water until well after the fire is out. Do not direct water at source of leak or safety devices; icing may occur. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. ALWAYS stay away from tanks engulfed in fire. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

EVACUATION: Consider initial downwind evacuation for at least 1000 feet. If tank, rail car or tank truck is involved in a fire, ISOLATE for 2640 feet (1/2 mile) in all directions; also, consider initial evacuation of 2640 feet (1/2 mile) in all directions.

NFPA Health 1 Flammability 3 Instability 0 Special Hazard -

6. ACCIDENTAL RELEASE MEASURES

Personal precautions	Keep public away. Isolate and evacuate area. Shut off source if safe to do so. Eliminate all ignition sources.
Protective equipment	Use personal protection measures as recommended in Section 8.
Emergency procedures	Advise authorities and National Response Center (800-424-8802) if the product has entered a water course or sewer. Notify local health and pollution control agencies, if appropriate.
Environmental precautions	Avoid release to the environment. Avoid subsoil penetration. Ethanol in gasoline phase separates in contact with water. Monitor downstream for dissolved ethanol or other appropriate indicators.
Methods and materials for containment	Contain liquid with sand or soil. Prevent spilled material from entering storm drains, sewers, and open waterways.
Methods and materials for cleaning up	Use suitable absorbent materials such as vermiculite, sand, or clay to clean up residual liquids. Recover and return free product to proper containers. When recovering free liquids ensure all equipment is grounded and bonded. Use only non-sparking tools.

7. HANDLING AND STORAGE

Safe handling precautions	<p>NEVER SIPHON THIS PRODUCT BY MOUTH. Use appropriate grounding and bonding practices. Static accumulating flammable liquid. Bonding and grounding may be insufficient to eliminate the hazard from static electricity. Do not expose to heat, open flames, strong oxidizers or other sources of ignition. Vapors may travel along the ground or be moved by ventilation. Flashback may occur along vapor trails. No smoking. Use only non-sparking tools. Avoid contact with skin, eyes and clothing. Avoid breathing fumes, gas, or vapors. Use only with adequate ventilation. Avoid repeated and prolonged skin contact. Use personal protection measures as recommended in Section 8. Exercise good personal hygiene including removal of soiled clothing and prompt washing with soap and water. Do not cut, drill, grind or weld on empty containers since explosive residues may remain. Refer to applicable EPA, OSHA, NFPA and consistent state and local requirements.</p> <p>Hydrocarbons are basically non-conductors of electricity and can become electrostatically charged during mixing, filtering, pumping at high flow rates or loading and transfer operations. If this charge reaches a sufficiently high level, sparks can form that may ignite the vapors of flammable liquids. Sudden release of hot organic chemical vapors or mists from process equipment operating under elevated temperature and pressure, or sudden ingress of air into vacuum equipment may result in ignition of vapors or mists without the presence of obvious ignition sources. Nozzle spouts must be kept in contact with the containers or tank during the entire filling operation.</p> <p>Portable containers should never be filled while in or on a motor vehicle or marine craft. Containers should be placed on the ground. Static electric discharge can ignite fuel vapors when filling non-grounded containers or vehicles on trailers. The nozzle spout must be kept in contact with the container before and during the entire filling operation. Use only approved containers.</p> <p>A buildup of static electricity can occur upon re-entry into a vehicle during fueling especially in cold or dry climate conditions. The charge is generated by the action of dissimilar fabrics (i.e., clothing and upholstery) rubbing across each other as a person enters/exits the vehicle. A flash fire can result from this discharge if sufficient flammable vapors are present. Therefore, do not get back in your vehicle while refueling.</p>
----------------------------------	---

Cellular phones and other electronic devices may have the potential to emit electrical charges (sparks). Sparks in potentially explosive atmospheres (including fueling areas such as gas stations) could cause an explosion if sufficient flammable vapors are present. Therefore, turn off cellular phones and other electronic devices when working in potentially explosive atmospheres or keep devices inside your vehicle during refueling.

High-pressure injection of any material through the skin is a serious medical emergency even though the small entrance wound at the injection site may not initially appear serious. These injection injuries can occur from high-pressure equipment such as paint spray or grease or guns, fuel injectors, or pinhole leaks in hoses or hydraulic lines and should all be considered serious. High pressure injection injuries may be SERIOUS SURGICAL EMERGENCIES (See First Aid Section 4).

Storage conditions

Store in properly closed containers that are appropriately labeled and in a cool, well-ventilated area. Do not store near an open flame, heat or other sources of ignition.

Incompatible materials

Strong oxidizing agents.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Name	ACGIH TLV	OSHA PELs	NIOSH IDLH
Gasoline 86290-81-5	300 ppm TWA 500 ppm STEL		
Heptane (mixed isomers) 142-82-5	400 ppm TWA 500 ppm STEL	TWA: 500 ppm TWA: 2000 mg/m ³	750 ppm
Toluene 108-88-3	20 ppm TWA	TWA: 200 ppm Ceiling: 300 ppm	500 ppm
Pentane (mixed isomers) 109-66-0	1000 ppm TWA	TWA: 1000 ppm TWA: 2950 mg/m ³	1500 ppm
Butane (mixed isomers) 106-97-8	1000 ppm STEL		1600 ppm
Hexane Isomers (other than n-Hexane) 107-83-5	500 ppm TWA 1000 ppm STEL		
Ethyl Alcohol 64-17-5	1000 ppm STEL	TWA: 1000 ppm TWA: 1900 mg/m ³	3300 ppm
Xylene (mixed isomers) 1330-20-7	100 ppm TWA 150 ppm STEL	TWA: 100 ppm TWA: 435 mg/m ³	900 ppm
Benzene 71-43-2	0.5 ppm TWA 2.5 ppm STEL Skin - potential significant contribution to overall exposure by the cutaneous route	TWA: 10 ppm (applies to industry segments exempt from the benzene standard) TWA: 1 ppm STEL: 5 ppm (see 29 CFR 1910.1028)	500 ppm
n-Hexane 110-54-3	50 ppm TWA Skin - potential significant contribution to overall exposure by the cutaneous route	TWA: 500 ppm TWA: 1800 mg/m ³	1100 ppm
Cumene 98-82-8	50 ppm TWA	TWA: 50 ppm TWA: 245 mg/m ³ Skin	900 ppm
1,2,4 Trimethylbenzene 95-63-6	25 ppm TWA		
Ethylbenzene 100-41-4	20 ppm TWA	TWA: 100 ppm TWA: 435 mg/m ³	800 ppm
Cyclohexane 110-82-7	100 ppm TWA	TWA: 300 ppm TWA: 1050 mg/m ³	1300 ppm
Octane 111-65-9	300 ppm TWA	TWA: 500 ppm TWA: 2350 mg/m ³	1000 ppm

1,2,3-Trimethylbenzene 526-73-8	25 ppm TWA		
Naphthalene 91-20-3	10 ppm TWA Skin - potential significant contribution to overall exposure by the cutaneous route	TWA: 10 ppm TWA: 50 mg/m ³	250 ppm

Notes: No further information available.

Engineering measures Local or general exhaust required in an enclosed area or when there is inadequate ventilation. Use mechanical ventilation equipment that is explosion-proof.

Personal protective equipment

Eye protection Use goggles or face-shield if the potential for splashing exists.

Skin and body protection Use nitrile rubber, Viton® or PVA gloves for repeated or prolonged skin exposure. Glove suitability is based on workplace conditions and usage. Contact the glove manufacturer for specific advice on glove selection and breakthrough times.

Respiratory protection Use a NIOSH approved organic vapor chemical cartridge or supplied air respirators when there is the potential for airborne exposures to exceed permissible exposure limits or if excessive vapors are generated. Observe respirator assigned protection factors (APFs) criteria cited in federal OSHA 29 CFR 1910.134. Self-contained breathing apparatus should be used for fire fighting.

Hygiene measures Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes and clothing.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Appearance	Clear yellow liquid
Physical State	Liquid
Color	Yellow
Odor	Hydrocarbon
Odor Threshold	No data available.

<u>Property</u>	<u>Values (method)</u>
pH	Not applicable
Melting Point/ Freezing Point	No data available.
Initial Boiling Point/ Boiling Range	21-222 °C / 70-432 °F (ASTM D86)
Flash Point	-43 °C / -45 °F
Evaporation Rate	No data available.
Flammability (solid, gas)	Not applicable.
Flammability Limit in Air (%):	
Upper Flammability Limit:	7.6
Lower Flammability Limit:	1.4
Explosion Limits	No data available.
Vapor Pressure	5.5-15 psi (ASTM D4814)
Vapor Density	3-4
Specific Gravity/ Relative Density	0.76 (0.69-0.76)
Water Solubility	Negligible
Partition Coefficient	2.13-4.5
Autoignition Temperature	280 °C/ 536 °F
Decomposition Temperature	No data available.
Kinematic Viscosity	No data available.
VOE Content (%)	100%

10. STABILITY AND REACTIVITY

Reactivity	The product is non-reactive under normal conditions.
Chemical stability	The material is stable at 70°F (21°C), 760 mmHg pressure.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	Will not occur.
Conditions to avoid	Excessive heat, sources of ignition, open flame.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	None known under normal conditions of use. However, use in an area without adequate ventilation may result in hazardous levels of carbon monoxide and carbon dioxide.

11. TOXICOLOGICAL INFORMATION

Potential short-term adverse effects from overexposures

Inhalation	May cause irritation of respiratory tract. May cause drowsiness or dizziness. Breathing high concentrations of this material in a confined space or by intentional abuse can cause irregular heartbeats which can cause death.
Eye contact	Exposure to vapor or contact with liquid may cause mild eye irritation, including tearing, stinging, and redness.
Skin contact	Causes skin irritation. Effects may become more serious with repeated or prolonged contact. May be absorbed through the skin in harmful amounts.
Ingestion	May be fatal if swallowed or vomited and enters airways. May cause irritation of the mouth, throat and gastrointestinal tract.

Acute toxicological data

Name	Oral LDS0	Dermal LDS0	Inhalation LCS0
Gasoline 86290-81-5	14000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 5.2 mg/L (Rat) 4 h
Heptane (mixed isomers) 142-82-5		3000 mg/kg (Rabbit)	103 g/m ³ (Rat) 4 h
Toluene 108-88-3	> 2000 mg/kg (Rat)	8390 mg/kg (Rabbit)	12.5 mg/L (Rat) 4 h
Pentane (mixed isomers) 109-66-0			364 mg/L (Rat) 4 h
Butane (mixed isomers) 106-97-8			658 mg/L (Rat) 4 h
Hexane Isomers (other than n-Hexane) 107-83-5	> 5000 mg/kg (Rat)		
Ethyl Alcohol 64-17-5	> 5000 mg/kg (Rat)		124.7 mg/L (Rat) 4 h
Xylene (mixed isomers) 1330-20-7	> 2000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 5.04 mg/L (Rat) 4 h
Benzene 71-43-2	> 2000 mg/kg (Rat)	> 5000 mg/kg (Rabbit)	> 20 mg/l (Rat) 4 h
n-Hexane 110-54-3	15000 mg/kg (Rat)	3000 mg/kg (Rabbit)	48000 ppm (Rat) 4 h
Cumene 98-82-8	> 2000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 20 mg/L (Rat) 6 h
1,2,4 Trimethylbenzene 95-63-6	3280 mg/kg (Rat)	> 3160 mg/kg (Rabbit)	18,000 mg/m ³ (Rat) 4 h
Ethylbenzene 100-41-4	> 2000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	17.2 mg/L (Rat) 4 h
Cyclohexane	> 5000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	13.9 mg/L (Rat) 4 h

110-82-7			
Octane 111-65-9			118 g/m ³ (Rat) 4 h
Naphthalene 91-20-3	533 mg/kg (Mouse)	> 2000 mg/kg (Rabbit)	> 340 mg/m ³ (Rat) 1 h

Immediate and delayed effects as well as chronic effects from short and long-term exposure

GASOLINE: Gasoline blending streams, or naphthas, may be fatal if swallowed and enter the airway. Vapors may be irritating if inhaled. Altered mental state, drowsiness, dizziness, peripheral motor neuropathy, irreversible brain damage (gasoline sniffer's neuropathy), delirium, seizures, and sudden death have been reported from repeated exposure or overexposure. Lifetime exposure of laboratory mice and rats to wholly-vaporized unleaded gasoline produced an increased incidence of liver tumors in female mice at the highest exposure concentration and a-2 urinary globulin-mediated kidney tumors in male rats. Lifetime repeated application of various gasoline blending streams or naphthas to the skin of mice caused an irritation-dependent increased incidence of skin tumors. These tumors occur through a mechanism of questionable human relevance.

TOLUENE: Inhalation abuse of toluene at high concentrations has been associated with adverse effects on the liver, kidney and nervous system, and can cause nervous system depression, cardiac arrhythmias, and death. Studies of workers indicate long-term exposure may be related to impaired color vision and hearing. Some studies of workers suggest long-term exposure may be associated with neurobehavioral and mental functional changes. Laboratory animal studies indicate some changes in reproductive organs after exposure to high airborne concentrations, but no significant effects on mating performance or reproduction were observed. Positive findings include small increases in minor skeletal and visceral malformations and developmental delays following maternal exposure to high concentrations. Adverse effects on the liver, kidney, thymus and nervous system of laboratory animal were observed after very high levels of prolonged and repeated exposure.

BUTANE and PENTANE: Laboratory animal studies indicate exposure to extremely high levels (1-10 vol.% in air) may cause cardiac arrhythmias (irregular heartbeats) which may be serious or fatal.

ETHANOL: Repeated ingestion of ethanol can result in alcohol abuse, causing behavioral changes, memory loss, impaired judgement, decreased appetite, irregular heartbeats, and decreased fertility. Prolonged and repeated ingestion of ethanol has also been associated with cancers of the mouth, pharynx, esophagus and liver. Ethanol ingestion by pregnant women can cause miscarriage, low birth weight, premature birth and fetal alcohol syndrome. In males, acute and chronic alcohol ingestion may affect gonadal hormone levels. It may also affect the liver, kidney, brain, blood and cardiovascular system.

XYLENE: Overexposure to airborne xylene may cause upper respiratory tract irritation, headache, cyanosis, blood serum changes, nervous system damage and narcosis. Impaired neurological function has been reported in workers exposed to solvents including xylene. Laboratory animal studies have shown evidence of impaired hearing after prolonged exposure high airborne concentrations. Laboratory animal studies suggest some changes in reproductive organs after exposure to high airborne concentrations of xylene without an effect on reproduction. Skeletal and visceral malformations, developmental delays, and increased fetal resorptions were observed in laboratory animals after extremely high airborne concentrations with evidence of maternal toxicity. Adverse effects on the liver, kidney, and bone marrow were observed in laboratory animals after prolonged and repeated exposure to high airborne concentrations of xylene.

BENZENE: Benzene exposure may cause skin, eye and respiratory irritation. Excessive exposures may cause central nervous system effects. Numerous studies of workers exposed to airborne benzene for prolonged or repeated periods show strong evidence that overexposure can cause cancer of the blood, AML (acute myeloid leukemia), along with other disorders indicating damage to the blood forming organs including aplastic anemia, leukopenia, thrombocytopenia, and the development of myelodysplastic syndrome. Some studies of pregnant women occupationally exposed to benzene suggest associations with an increased risk of miscarriage, stillbirth, reduced birth weight, and gestational age. Prolonged and repeated exposure to benzene has induced chromosomal aberrations in circulating human lymphocytes, in bone marrow cells of laboratory animals, and in sperm cells of both humans and laboratory animals.

N-HEXANE: Short-term overexposure to n-hexane vapor may cause headache, nausea, vomiting, dizziness, lightheadedness, loss of consciousness, coma, and even death in humans. Respiratory effects of overexposure may include nose, throat, and lung irritation, coughing, wheezing, and shortness of breath. Direct and prolonged contact with liquid may cause dryness and redness of the skin. Long-term or repeated overexposure to n-hexane can cause peripheral nerve damage. Initial signs are numbness of the fingers and toes. Motor/muscle weakness can occur in the digits, but may also involve muscles of the arms, forearms, and thighs. Onset of these signs may be delayed for several months to a year after initial exposure. Repeated and sustained inhalation exposure to high vapor concentrations of n-hexane resulted in degenerative changes in the testes and reduced sperm count in male laboratory rats.

CUMENE: High airborne concentrations of cumene may cause irritation of the eyes, skin, and respiratory tract. Excessive exposures may cause central nervous system effects. Lifetime inhalation exposure of mice to cumene resulted in lung tumors in both males and females and liver tumors in females. Rats similarly exposed to cumene exhibited male-specific kidney tumors.

1,2,4-TRIMETHYLBENZENE: Contact with eyes can cause serious eye irritation, redness, and pain. Brief inhalation exposure to high vapor concentrations may cause respiratory irritation. Overexposure by inhalation and ingestion can cause confusion, dizziness, drowsiness, headache, vomiting, cough, and sore throat. Long-term overexposure has been associated with asthmatic bronchitis. Direct prolonged skin contact can cause irritation, redness and dry skin.

ETHYLBENZENE: Lifetime exposure studies of rodents to ethylbenzene reported elevated kidney tumors in male and female rats exposed to the highest concentration tested. Tumors of the lungs were elevated in male mice and in the livers of females exposed at the highest concentration tested. Effects on the liver, kidney, lung, thyroid, and pituitary of these animals as well. Laboratory animal studies (rats) demonstrated hearing loss in combination with exposure to noise.

NAPHTHALENE: Excessive exposure to naphthalene may cause nausea, vomiting, diarrhea, blood in the urine, and a yellow color to the skin. Lifetime inhalation exposure of laboratory rodents to naphthalene resulted in cancers of the respiratory tract in male and female rats. A small increase in cancer of the lung was observed in female mice, but no evidence of lung cancer was observed in male mice. Long-term exposure to excessive airborne naphthalene concentrations may result in destruction of red blood cells, a condition referred to as hemolytic anemia.

CARBON MONOXIDE: Chemical asphyxiant with no warning properties (such as odor). At 400-500 ppm for 1 hour headache and dyspnea may occur. If activity is increased, symptoms of overexposure may include nausea, irritability, increased respiration, tinnitus, sweating, chest pain, confusion, impaired judgement, dizziness, weakness, drowsiness, ataxia, irregular heart beat, cyanosis and pallor. Levels in excess of 1000 ppm can result in collapse, loss of consciousness, respiratory failure and death. Extremely high concentrations (12,800 ppm) can cause immediate unconsciousness and death in 1-3 minutes. Repeated anoxia can lead to central nervous system damage and peripheral neuropathy, with loss of sensation in the fingers, amnesia, and mental deterioration and possible congestive heart failure. Damage may also occur to the fetus, lung, liver, kidney, spleen, cardiovascular system and other organs.

COMBUSTION ENGINE EXHAUST: Lifetime inhalation studies with laboratory animals exposed to gasoline engine exhaust did not produce any carcinogenic effects in mice, rats, or hamsters. Laboratory animal skin painting studies of gasoline engine exhaust condensates/extracts produced an increase in tumors.

Adverse effects related to the physical, chemical and toxicological characteristics

Signs and symptoms	Irritating to the skin and mucous membranes. Symptoms may include redness, itching, and inflammation. May cause nausea, vomiting, diarrhea, and signs of nervous system depression: headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Aspiration hazard. May cause coughing, chest pains, shortness of breath, pulmonary edema and/or chemical pneumonitis. Prolonged or repeated exposure may cause damage to organs. Repeated or prolonged skin contact may cause drying, reddening, itching and cracking.
Acute toxicity	None known.
Skin corrosion/irritation	Causes skin irritation.
Serious eye damage/eye irritation	None known.
Sensitization	None known.
Mutagenic effects	May cause genetic defects.
Carcinogenicity	May cause cancer.

Name	ACGIH (Class)	IARC (Class)	NTP	OSHA
Gasoline 86290-81-5	Confirmed animal carcinogen (A3)	Possible human carcinogen (2B)	Not Listed	Not Listed
Toluene 108-88-3	Not classifiable (A4)	Not classifiable (3)	Not Listed	Not Listed
Ethyl Alcohol	Confirmed animal	Alcoholic Beverages	Alcoholic Beverage	Not Listed

64-17-5	carcinogen (A3)	Carcinogenic to humans (1)	Consumption Known to be human carcinogen	
Xylene (mixed isomers) 1330-20-7	Not classifiable (A4)	Not classifiable (3)	Not Listed	Not Listed
Benzene 71-43-2	Confirmed human carcinogen (A1)	Carcinogenic to humans (1)	Known to be human carcinogen	Known carcinogen
Cumene 98-82-8	Not Listed	Possible human carcinogen (2B)	Reasonably anticipated to be a human carcinogen	Not Listed
Ethylbenzene 100-41-4	Confirmed animal carcinogen (A3)	Possible human carcinogen (2B)	Not Listed	Not Listed
Naphthalene 91-20-3	Confirmed animal carcinogen (A3)	Possible human carcinogen (2B)	Reasonably anticipated to be a human carcinogen	Not Listed

Reproductive toxicity

Suspected of damaging fertility or the unborn child.

Specific Target Organ Toxicity (STOT) - single exposure

May cause respiratory irritation. May cause drowsiness or dizziness.

Specific Target Organ Toxicity (STOT) - repeated exposure

Causes damage to organs (blood, blood-forming organs, immune system) through prolonged or repeated exposure.

Aspiration hazard

May be fatal if swallowed or vomited and enters airways.

12. ECOLOGICAL INFORMATION**Ecotoxicity**

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

Name	Fish	Crustacea	Algae/aquatic plants
Gasoline 86290-81-5	96-hr LC50 = 11 mg/l Rainbow trout (static)	48-hr LC50 = 7.6 mg/l Daphnia magna	72-hr EC50 = 56 mg/l Algae
Heptane (mixed isomers) 142-82-5	96-hr LC50 = 375 mg/L Tilapia		
Toluene 108-88-3	96-hr LC50 ≤ 10 mg/l Rainbow trout	48-hr EC50 = 5.46-9.83 mg/l Daphnia magna 48-hr EC50 = 11.5 mg/l Daphnia magna (Static)	72-hr EC50 = 12.5 mg/l Algae
Pentane (mixed isomers) 109-66-0	96-hr LC50 >1 - <10 mg/l Rainbow trout	48-hr EC50 = 9.7 mg/L Daphnia magna	
Ethyl Alcohol 64-17-5	96-hr LC50 >1,000 mg/l Rainbow trout (static) 96-hr LC50 >100 mg/l Fathead minnow (static)	48-hr LC50 > 1,000 mg/l Daphnia magna	
Xylene (mixed isomers) 1330-20-7	96-hr LC50 = 8 mg/l Rainbow trout	48-hr LC50 = 3.82 mg/l Daphnia magna	72-hr EC50 = 11 mg/l Algae
Benzene 71-43-2	96-hr LC50 = 5.3 mg/l Rainbow trout (flow-through)	48-hr EC50 = 8.76-15.6 mg/l Daphnia magna (Static)	72-hr EC50 = 29 mg/l Algae
n-Hexane 110-54-3	96-hr LC50 = 2.5 mg/l Fathead minnow		
Cumene 98-82-8	96-hr LC50 = 6.04-6.61 mg/l Fathead minnow (Flow-through) 96-hr LC50 = 2.7 mg/l Rainbow trout (semi-static)	48-hr EC50 = 7.9-14.1 mg/l Daphnia magna (static)	72-hr EC50 = 2.6 mg/l Algae
1,2,4 Trimethylbenzene 95-63-6	96-hr LC50 = 7.19-8.28 mg/l Fathead minnow (flow-through)	48-hr EC50 = 6.14 mg/L Daphnia magna	
Ethylbenzene 100-41-4	96-hr LC50 = 4 mg/L Rainbow trout	48-hr EC50 = 1-4 mg/L Daphnia magna	72-hr EC50 = 1.7-7.6 mg/l

	trout	magna	Algae
Cyclohexane 110-82-7	96-hr LC50 = 3.96-5.18 mg/l Fathead minnow	48-hr EC50 = 1.7-3.5 mg/L Bay shrimp	72-hr EC50 = 500 mg/l Algae
Octane 111-65-9		48-hr LC50 = 0.38 mg/l Daphnia magna	
1,2,3-Trimethylbenzene 526-73-8	96-hr LC50 = 7.72 mg/l Fathead Minnow (flow-through)		
Naphthalene 91-20-3	96-hr LC50 = 0.91-2.82 mg/l Rainbow trout (static) 96-hr LC50 = 1.99 mg/l Fathead minnow (static)	48-hr LC50 = 1.6 mg/l Daphnia magna	

Persistence and degradability	Expected to be inherently biodegradable. The presence of ethanol in this product may impede the biodegradation of benzene, toluene, ethylbenzene and xylene in groundwater, resulting in elongated plumes of these constituents.
Bioaccumulation	Has the potential to bioaccumulate.
Mobility in soil	May partition into air, soil and water.
Other adverse effects	No information available.

13. DISPOSAL CONSIDERATIONS

Description of waste residues	This material may be a flammable liquid waste.
Safe handling of wastes	Handle in accordance with applicable local, state, and federal regulations. Use personal protection measures as required. Use appropriate grounding and bonding practices. Use only non-sparking tools. Do not expose to heat, open flames, strong oxidizers or other sources of ignition. No smoking.
Disposal of wastes / methods of disposal	The user is responsible for determining if any discarded material is a hazardous waste (40 CFR 262.11). Dispose of in accordance with federal, state and local regulations.
Contaminated packaging disposal	Empty containers should be completely drained and then discarded or recycled, if possible. Do not cut, drill, grind or weld on empty containers since explosive residues may be present. Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT

UN/Identification No:	UN 1203
UN Proper Shipping Name:	Gasoline
Transport Hazard Class(es):	3
Packing Group:	II

IATA

UN/Identification No:	UN 1203
UN Proper Shipping Name:	Gasoline
Transport Hazard Class(es):	3
Packing Group:	II
ERG code:	3H

IMDG

UN/Identification No:	UN 1203
UN Proper Shipping Name:	Gasoline
Transport Hazard Class(es):	3
Packing Group:	II

EmS No:
Marine Pollutant:

F-E, S-E
Yes

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code
Not applicable

15. REGULATORY INFORMATION

Regulatory Information

US TSCA Chemical Inventory This product and/or its components are listed on the TSCA Chemical Inventory or are exempt.

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

EPA Superfund Amendment & Reauthorization Act (SARA)

SARA Section 302 This product does not contain any component(s) included on EPA's Extremely Hazardous Substance (EHS) List above the de minimis threshold.

SARA Section 304 This product may contain component(s) identified either as an EHS or a CERCLA Hazardous substance which in case of a spill or release may be subject to SARA reporting requirements:

Name	Hazardous Substances RQs
Toluene 108-88-3	1000lb 454 kg
Xylene (mixed isomers) 1330-20-7	100lb 45.4 kg
Benzene 71-43-2	10 lb 4.54 kg
n-Hexane 110-54-3	5000lb 2270 kg
Cumene 98-82-8	5000lb 2270 kg
Ethylbenzene 100-41-4	1000lb 454 kg
Cyclohexane 110-82-7	1000lb 454 kg
Naphthalene 91-20-3	100lb 45.4 kg

SARA Section 311/312 The following EPA hazard categories apply to this product:

Flammable
Hazard Not Otherwise Classified (HNOC)-Physical
Skin corrosion or irritation
Germ cell mutagenicity
Carcinogenicity
Reproductive toxicity
Specific target organ toxicity
Aspiration hazard

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

Name	CERCLA/SARA 313 Emission reporting
Toluene	1.0 % de minimis concentration

108-88-3	
Xylene (mixed isomers) 1330-20-7	1.0 % de minimis concentration
Benzene 71-43-2	0.1 % de minimis concentration
n-Hexane 110-54-3	1.0 % de minimis concentration
Cumene 98-82-8	1.0 % de minimis concentration
1,2,4 Trimethylbenzene 95-63-6	1.0 % de minimis concentration
Ethylbenzene 100-41-4	0.1 % de minimis concentration
Cyclohexane 110-82-7	1.0 % de minimis concentration
Naphthalene 91-20-3	0.1 % de minimis concentration

U.S. State Regulations**California Proposition 65**

This product can expose you to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm.

Name	California Proposition 65
Gasoline 86290-81-5	Unleaded (wholly vaporized), Carcinogen, initial date 04/01/88 Engine exhaust, Carcinogen, initial date 10/01/90
Toluene 108-88-3	Developmental toxicity, initial date 01/01/91
Ethyl Alcohol 64-17-5	Alcoholic beverages, Carcinogen, initial date 4/29/11 Developmental toxicity, initial date 10/1/87 Associated with alcohol abuse, Carcinogen, initial date 7/1/88
Benzene 71-43-2	Carcinogen, initial date 02/27/87 Male developmental toxicity, initial date 12/26/97
n-Hexane 110-54-3	Male reproductive toxicity, initial date 12/15/17
Cumene 98-82-8	Carcinogen, initial date 04/06/10
Ethylbenzene 100-41-4	Carcinogen, initial date 06/11/04
Naphthalene 91-20-3	Carcinogen, initial date 04/19/02

For more information, go to www.P65Warnings.ca.gov.

State Right-To-Know Regulations

The following component(s) of this material are identified on the regulatory lists below:

Name	New Jersey Right-To-Know	Pennsylvania Right-To-Know	Massachusetts Right-To-Know
Gasoline 86290-81-5	Listed	Listed	Listed
Heptane (mixed isomers) 142-82-5	Listed	Listed	Listed
Toluene 108-88-3	Listed	Listed	Listed
Pentane (mixed isomers) 109-66-0	Listed	Listed	Listed
Butane (mixed isomers) 106-97-8	Listed	Listed	Listed
Hexane Isomers (other than n-Hexane)	Listed	Listed	Listed

107-83-5			
Ethyl Alcohol 64-17-5	Listed	Listed	Listed
Xylene (mixed isomers) 1330-20-7	Listed	Listed	Listed
Benzene 71-43-2	Listed	Listed	Listed
n-Hexane 110-54-3	Listed	Listed	Listed
Cumene 98-82-8	Listed	Listed	Listed
1,2,4 Trimethylbenzene 95-63-6	Listed	Listed	Listed
Ethylbenzene 100-41-4	Listed	Listed	Listed
Cyclohexane 110-82-7	Listed	Listed	Listed
Octane 111-65-9	Listed	Listed	Listed
Naphthalene 91-20-3	Listed	Listed	Listed

16. OTHER INFORMATION

Prepared by

Toxicology & Product Safety

NEPA



Revision Notes

Revision date
Previous publish date
Revised sections

07/07/2020
11/06/2017
The following sections(§) have been updated:
2. HAZARD IDENTIFICATION
3. COMPOSITION/INFORMATION ON INGREDIENTS
4. FIRST AID MEASURES
11. TOXICOLOGICAL INFORMATION
14. TRANSPORT INFORMATION
15. REGULATORY INFORMATION

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information is intended as guidance for safe handling, use, processing, storage, transportation, accidental release, clean-up and disposal and is not considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



SAFETY DATA SHEET

SDS ID NO.: 0289MAR019

Revision date 02/11/2021

1. IDENTIFICATION

Product Name Marathon Petroleum No. 1 Ultra Low Sulfur Diesel

Synonym No. 1 Ultra Low Sulfur Diesel 15 ppm sulfur max; Diesel, Motor Vehicle Use, Undyed; No. 1 ULSD; No. 1 MV 15 Diesel; No. 1 Diesel, Tax Exempt-Motor Vehicle Use, Dyed; Kerosene

Product code 0289MAR019

Chemical family Complex Hydrocarbon Substance

Recommended use Fuel.

Restrictions on use All others.

Manufacturer, Importer, or Responsible Party Name and Address
MARATHON PETROLEUM COMPANY LP
539 South Main Street
Findlay, OH 45840

SDS Information 1-419-421-3070 (M-F; 8-5 EST)

24 Hour Emergency Telephone CHEMTREC: 1-800-424-9300 (CCN# 13740)

2. HAZARD IDENTIFICATION

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Classification

Flammable liquids	Category 3
Skin corrosion/irritation	Category 2
Carcinogenicity	Category 2
Specific target organ toxicity (single exposure)	Category 3
Aspiration toxicity	Category 1
Chronic aquatic toxicity	Category 2

Hazards Not Otherwise Classified (HNOC)

Static accumulating flammable liquid

Label Elements

Danger

FLAMMABLE LIQUID AND VAPOR
May accumulate electrostatic charge and ignite or explode
May be fatal if swallowed and enters airways
Causes skin irritation
May cause respiratory irritation
May cause drowsiness or dizziness
Suspected of causing cancer
Toxic to aquatic life with long lasting effects



Appearance Clear, colorless to pale yellow liquid.

Physical State Liquid

Odor Kerosene

Precautionary Statements - Prevention

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

Precautionary Statements - Response

If exposed or concerned: Get medical attention
If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
If skin irritation occurs: Get medical attention
Wash contaminated clothing before reuse
If inhaled: Remove person to fresh air and keep at rest in a position comfortable for breathing
Call a poison center or doctor if you feel unwell
If swallowed: Immediately call a poison center or doctor
Do NOT induce vomiting
In case of fire: Use water spray, fog or regular foam for extinction
Collect spillage

Precautionary Statements - Storage

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

Precautionary Statements - Disposal

Dispose of contents/container at an approved waste disposal plant

3. COMPOSITION/INFORMATION ON INGREDIENTS

Composition Information

Name	CAS Number	% Concentration
Kerosine (petroleum), hydrodesulfurized	64742-81-0	0-100
Kerosine (petroleum)	8008-20-6	0-100
Naphthalene	91-20-3	0.3-2.6

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

4. FIRST AID MEASURES

First aid measures

General advice	In case of accident or if you feel unwell, seek medical advice immediately (show directions for use or safety data sheet if possible).
Inhalation	Remove to fresh air. If not breathing, utilize bag valve mask or other form of barrier device to institute rescue breathing. If breathing is difficult, ensure airway is clear, give oxygen and continue to monitor. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR). Keep affected person warm and at rest. If symptoms occur get medical attention.
Skin contact	<p>Immediately wash exposed skin with plenty of soap and water while removing contaminated clothing and shoes. May be absorbed through the skin in harmful amounts. Get medical attention if irritation occurs. Any injection injury from high pressure equipment should be evaluated immediately by a physician as potentially serious (See NOTES TO PHYSICIAN).</p> <p>Place contaminated clothing in closed container until cleaned or discarded. If clothing is to be laundered, inform the person performing the operation of contaminant's hazardous properties. Destroy contaminated, non-chemical resistant footwear.</p>
Eye contact	Flush immediately with large amounts of water for at least 15 minutes. Gently remove contacts while flushing. Eyelids should be held away from the eyeball to ensure thorough rinsing. Gently remove contacts while flushing. Get medical attention if irritation persists.
Ingestion	Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips, or if patient is lying down, turn body and head to side to prevent aspiration and monitor for breathing difficulty. Never give anything by mouth to an unconscious person. Keep affected person warm and at rest. Get immediate medical attention.

Most important signs and symptoms, both short-term and delayed with overexposure

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

Indication of any immediate medical attention and special treatment needed

Notes to physician	<p>INHALATION: This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided.</p> <p>SKIN: Leaks or accidents involving high-pressure equipment may inject a stream of material through the skin and initially produce an injury that may not appear serious. Only a small puncture wound may appear on the skin surface but, without proper treatment and depending on the nature, original pressure, volume, and location of the injected material, can compromise blood supply to an affected body part. Prompt surgical debridement of the wound may be necessary to prevent irreversible loss of function and/or the affected body part. High pressure injection injuries may be SERIOUS SURGICAL EMERGENCIES.</p> <p>INGESTION: This material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended. The metabolism of fatty acid methyl ester may release free methanol in the body that could induce metabolic acidosis with delayed effects. If a large amount of product is ingested, i.e. several ounces, consider the use of ethanol or fomepizole (Antizol) and hemodialysis. Consult standard literature or contact a poison control center for treatment details.</p>
---------------------------	---

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media	For small fires, Class B fire extinguishing media such as CO2, dry chemical, foam or water spray can be used. For large fires, water spray, fog or foam can be used. Firefighting should be attempted only by those who are adequately trained and equipped with proper protective equipment.
Unsuitable extinguishing media	Do not use straight water streams to avoid spreading fire.
Specific hazards arising from the chemical	This product has been determined to be a flammable liquid per the OSHA Hazard Communication Standard and should be handled accordingly. May accumulate electrostatic charge and ignite or explode. Vapors may travel along the ground or be moved by ventilation and ignited by many sources such as pilot lights, sparks, electric motors, static discharge, or other ignition sources at locations distant from material handling. Flashback can occur along vapor trail. For additional fire related information, see NFPA 30 or the Emergency Response Guidebook 128.
Hazardous combustion products	Smoke, carbon monoxide, and other products of incomplete combustion.
Explosion data	
Sensitivity to mechanical impact:	No.
Sensitivity to static discharge:	Yes.
Special protective equipment and precautions for firefighters	Firefighters should wear full protective clothing and positive-pressure self-contained breathing apparatus (SCBA) with a full face-piece, as appropriate. Avoid using straight water streams. Water spray and foam must be applied carefully to avoid frothing and from as far a distance as possible. Avoid excessive water spray application. Keep surrounding area cool with water spray from a distance and prevent further ignition of combustible material. Keep run-off water out of sewers and water sources.
Additional firefighting tactics	<p>FIRES INVOLVING TANKS OR CAR/TRAILER LOADS: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Cool containers with flooding quantities of water until well after the fire is out. Do not direct water at source of leak or safety devices; icing may occur. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. ALWAYS stay away from tanks engulfed in fire. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.</p> <p>EVACUATION: Consider initial downwind evacuation for at least 1000 feet. If tank, rail car or tank truck is involved in a fire, ISOLATE for 5280 feet (1 mile) in all directions; also, consider initial evacuation of 5280 feet (1 mile) in all directions.</p>

NFPA Health 1 Flammability 2 Instability 0 Special Hazard -

6. ACCIDENTAL RELEASE MEASURES

Personal precautions	Keep public away. Isolate and evacuate area. Shut off source if safe to do so. Eliminate all ignition sources. All contaminated surfaces will be slippery.
Protective equipment	Use personal protection measures as recommended in Section 8.
Emergency procedures	Advise authorities and National Response Center (800-424-8802) if the product has entered a water course or sewer. Notify local health and pollution control agencies, if appropriate.
Environmental precautions	Avoid release to the environment. Avoid subsoil penetration.

Methods and materials for containment	Contain liquid with sand or soil. Prevent spilled material from entering storm drains, sewers, and open waterways.
Methods and materials for cleaning up	Use suitable absorbent materials such as vermiculite, sand, or clay to clean up residual liquids. Recover and return free product to proper containers. When recovering free liquids ensure all equipment is grounded and bonded. Use only non-sparking tools.

7. HANDLING AND STORAGE

Safe handling precautions	<p>NEVER SIPHON THIS PRODUCT BY MOUTH. Use appropriate grounding and bonding practices. Static accumulating flammable liquid. Bonding and grounding may be insufficient to eliminate the hazard from static electricity. Do not expose to heat, open flames, strong oxidizers or other sources of ignition. Vapors may travel along the ground or be moved by ventilation. Flashback may occur along vapor trails. No smoking. Use only non-sparking tools. Avoid repeated and prolonged skin contact. Avoid breathing vapors or mists. Use only with adequate ventilation. Use personal protection measures as recommended in Section 8. Exercise good personal hygiene including removal of soiled clothing and prompt washing with soap and water. Do not cut, drill, grind or weld on empty containers since explosive residues may remain. Refer to applicable EPA, OSHA, NFPA and consistent state and local requirements.</p> <p>Hydrocarbons are basically non-conductors of electricity and can become electrostatically charged during mixing, filtering, pumping at high flow rates or loading and transfer operations. If this charge reaches a sufficiently high level, sparks can form that may ignite the vapors of flammable liquids. Sudden release of hot organic chemical vapors or mists from process equipment operating under elevated temperature and pressure, or sudden ingress of air into vacuum equipment may result in ignition of vapors or mists without the presence of obvious ignition sources. Nozzle spouts must be kept in contact with the containers or tank during the entire filling operation.</p> <p>Portable containers should never be filled while in or on a motor vehicle or marine craft. Containers should be placed on the ground. Static electric discharge can ignite fuel vapors when filling non-grounded containers or vehicles on trailers. The nozzle spout must be kept in contact with the container before and during the entire filling operation. Use only approved containers.</p> <p>A buildup of static electricity can occur upon re-entry into a vehicle during fueling especially in cold or dry climate conditions. The charge is generated by the action of dissimilar fabrics (i.e., clothing and upholstery) rubbing across each other as a person enters/exits the vehicle. A flash fire can result from this discharge if sufficient flammable vapors are present. Therefore, do not get back in your vehicle while refueling.</p> <p>Cellular phones and other electronic devices may have the potential to emit electrical charges (sparks). Sparks in potentially explosive atmospheres (including fueling areas such as gas stations) could cause an explosion if sufficient flammable vapors are present. Therefore, turn off cellular phones and other electronic devices when working in potentially explosive atmospheres or keep devices inside your vehicle during refueling.</p> <p>High-pressure injection of any material through the skin is a serious medical emergency even though the small entrance wound at the injection site may not initially appear serious. These injection injuries can occur from high-pressure equipment such as paint spray or grease or guns, fuel injectors, or pinhole leaks in hoses or hydraulic lines and should all be considered serious. High pressure injection injuries may be SERIOUS SURGICAL EMERGENCIES (See First Aid Section 4).</p>
Storage conditions	Store in properly closed containers that are appropriately labeled and in a cool, well-ventilated area. Do not store near an open flame, heat or other sources of ignition.
Incompatible materials	Strong oxidizing agents.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Name	ACGIH TLV	OSHA PELs	NIOSH IDLH
Kerosine (petroleum), hydrodesulfurized 64742-81-0	200 mg/m ³ TWA Skin - potential significant contribution to overall exposure by the cutaneous route		
Kerosine (petroleum) 8008-20-6	200 mg/m ³ TWA Skin - potential significant contribution to overall exposure by the cutaneous route		
Naphthalene 91-20-3	10 ppm TWA Skin - potential significant contribution to overall exposure by the cutaneous route	TWA: 10 ppm TWA: 50 mg/m ³	250 ppm

Notes: No further information available.

Engineering measures

Local or general exhaust required in an enclosed area or with inadequate ventilation. Use mechanical ventilation equipment that is explosion-proof.

Personal protective equipment

Eye protection

Use goggles or face-shield if the potential for splashing exists.

Skin and body protection

Viton® or polyethylene/ethylene vinyl alcohol (PE/EVAL) gloves for prolonged or repeated skin exposure. Glove suitability is based on workplace conditions and usage. Contact the glove manufacturer for specific advice on glove selection and breakthrough times.

Respiratory protection

Use a NIOSH approved organic vapor chemical cartridge or supplied air respirators when there is the potential for airborne exposures to exceed permissible exposure limits or if excessive vapors are generated. Observe respirator assigned protection factors (APFs) criteria cited in federal OSHA 29 CFR 1910.134. Self-contained breathing apparatus should be used for fire fighting.

Hygiene measures

Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes and clothing.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Appearance	Clear, colorless to pale yellow liquid.
Physical State	Liquid
Color	Clear to light yellow (May be dyed red)
Odor	Kerosene
Odor Threshold	No data available.

Property

Values (method)

pH	Not applicable
Melting Point/ Freezing Point	-60 to -40 °C -77 to -40 °F (ASTM D5949)
Initial Boiling Point/ Boiling Range	133-294 °C / 272-562 °F (ASTM D86)
Flash Point	33-56 °C / 93-133 °F (ASTM D93)
Evaporation Rate	No data available.
Flammability (solid, gas)	Not applicable.
Flammability Limit in Air (%):	
Upper Flammability Limit:	5.0
Lower Flammability Limit:	0.4
Explosion Limits	No data available.
Vapor Pressure	No data available.
Vapor Density	No data available.

Specific Gravity/ Relative Density	0.84
Water Solubility	No data available.
Partition Coefficient	No data available.
Autoignition Temperature	210 °C / 410 °F
Decomposition Temperature	No data available.
Kinematic Viscosity	1.37-6.97 est@ 40°C (ASTM D445)
VOE Content (%)	No data available.

10. STABILITY AND REACTIVITY

Reactivity	The product is non-reactive under normal conditions.
Chemical stability	The material is stable at 70°F (21°C), 760 mmHg pressure.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	Will not occur.
Conditions to avoid	Excessive heat, sources of ignition, open flame.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	None known under normal conditions of use. However, use in an area without adequate ventilation may result in hazardous levels of carbon monoxide and carbon dioxide.

11. TOXICOLOGICAL INFORMATION

Potential short-term adverse effects from overexposures

Inhalation	May cause irritation of respiratory tract. May cause drowsiness or dizziness. Breathing high concentrations of this material, for example, in a confined space or by intentional abuse, can cause irregular heartbeats which can cause death.
Eye contact	Exposure to vapor or contact with liquid may cause mild eye irritation, including tearing, stinging, and redness.
Skin contact	Causes skin irritation. Effects may become more serious with repeated or prolonged contact. May be absorbed through the skin in harmful amounts.
Ingestion	May be fatal if swallowed or vomited and enters airways. May cause irritation of the mouth, throat and gastrointestinal tract.

Acute toxicological data

Name	Oral LDS0	Dermal LDS0	Inhalation LCS0
Kerosine (petroleum), hydrodesulfurized 64742-81-0	> 5000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 5.2 mg/L (Rat) 4 h
Kerosine (petroleum) 8008-20-6	> 5000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 5.28 mg/L (Rat) 4 h
Naphthalene 91-20-3	533 mg/kg (Mouse)	> 2000 mg/kg (Rabbit)	> 340 mg/m ³ (Rat) 1 h

Immediate and delayed effects as well as chronic effects from short and long-term exposure

MIDDLE DISTILLATES, PETROLEUM: Petroleum middle distillates have produced skin tumors in mice after repeated and prolonged skin contact. Additional studies indicated prolonged skin irritation contributes to tumor development. Repeated dermal exposures to high concentrations in test animals resulted in reduced litter size and weight, and increased fetal resorptions at doses toxic to the mother. Inhalation exposure to high concentrations resulted in respiratory tract irritation, lung changes/infiltration/accumulation, and reduction in lung function. Repeated dermal application of petroleum gas oils resulted in

decreased liver, thymus, and spleen weights, and altered bone marrow function. Microscopic alterations included liver hypertrophy and necrosis, decreased hematopoiesis and lymphocyte depletion. Altered mental state, drowsiness, peripheral motor neuropathy, irreversible brain damage (so-called Petrol Sniffer's Encephalopathy), delirium, seizures, and sudden death have been reported from repeated overexposure to some hydrocarbon solvents, naphthas, and gasoline. Altered mental state, drowsiness, peripheral motor neuropathy, irreversible brain damage (so-called Petrol Sniffer's Encephalopathy), delirium, seizures, and sudden death have been reported from repeated overexposure to some hydrocarbon solvents, naphthas, and gasoline.

ISOPARAFFINS: Studies in laboratory animals have shown that long-term exposure to similar materials (isoparaffins) can cause kidney damage and kidney cancer in male laboratory rats. However, in-depth research indicates that these findings are unique to the male rat, and that these effects are not relevant to humans.

NAPHTHALENE: Excessive exposure to naphthalene may cause nausea, vomiting, diarrhea, blood in the urine, and a yellow color to the skin. Lifetime inhalation exposure of laboratory rodents to naphthalene resulted in cancers of the respiratory tract in male and female rats. A small increase in cancer of the lung was observed in female mice, but no evidence of lung cancer was observed in male mice. Long-term exposure to excessive airborne naphthalene concentrations may result in destruction of red blood cells, a condition referred to as hemolytic anemia.

DIESEL EXHAUST: The combustion of diesel fuels produces gases including carbon monoxide, carbon dioxide, oxides of nitrogen and/or sulfur, and hydrocarbons that can be irritating and hazardous with overexposure. Long-term occupational overexposure to diesel exhaust and diesel exhaust particulate matter has been associated with an increased risk of respiratory disease, including lung cancer, and is characterized as a "known human carcinogen" by the International Agency for Research on Cancer (IARC), as "a reasonably anticipated human carcinogen" by the National Toxicology Program, and as "likely to be carcinogenic to humans" by the EPA, based upon animal and occupational exposure studies. However, uncertainty exists with these classifications because of deficiencies in the supporting occupational exposure/epidemiology studies, including reliable exposure estimates. Lifetime animal inhalation studies with pulmonary overloading exposure concentrations of diesel exhaust emissions have produced tumors and other adverse health effects. However, in more recent long-term animal inhalation studies of diesel exhaust emissions, no increase in tumor incidence and in fact a substantial reduction in adverse health effects along with significant reductions in the levels of hazardous material emissions were observed and are associated with fuel composition alterations coupled with new technology diesel engines.

Adverse effects related to the physical, chemical and toxicological characteristics

Signs and symptoms	Irritating to the skin and mucous membranes. Symptoms may include redness, itching, and inflammation. May cause nausea, vomiting, diarrhea, and signs of nervous system depression: headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Additional effects may include skin sensitization. Aspiration hazard. May cause coughing, chest pains, shortness of breath, pulmonary edema and/or chemical pneumonitis. Repeated or prolonged skin contact may cause drying, reddening, itching and cracking.
Acute toxicity	None known.
Skin corrosion/irritation	Causes skin irritation.
Serious eye damage/eye irritation	None known.
Sensitization	None known.
Mutagenic effects	None known.
Carcinogenicity	Suspected of causing cancer.

Name	ACGIH (Class)	IARC (Class)	NTP	OSHA
Kerosine (petroleum) 8008-20-6	Confirmed animal carcinogen (A3)	Not Classifiable (3)	Not Listed	Not Listed
Naphthalene 91-20-3	Confirmed animal carcinogen (A3)	Possible human carcinogen (2B)	Reasonably anticipated to be a human carcinogen	Not Listed

Reproductive toxicity None known.

Specific Target Organ Toxicity May cause respiratory irritation. May cause drowsiness or dizziness.

(STOT) - single exposure

Specific Target Organ Toxicity (STOT) - repeated exposure None known.

Aspiration hazard May be fatal if swallowed or vomited and enters airways.

12. ECOLOGICAL INFORMATION

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

Name	Fish	Crustacea	Algae/aquatic plants
Kerosine (petroleum), hydrodesulfurized 64742-81-0	96-hr LL50 >1 - <10 mg/l Fish	48-hr EC50 >1 - <10 mg/l Daphnia	
Kerosine (petroleum) 8008-20-6	96-hr LL50 = 18-25 mg/l Fish	48-hr EL50 = 1.4-21 mg/l Invertebrates	72-hr EL50 = 5.0-11 mg/l Algae
Naphthalene 91-20-3	96-hr LC50 = 0.91-2.82 mg/l Rainbow trout (static) 96-hr LC50 = 1.99 mg/l Fathead minnow (static)	48-hr LC50 = 1.6 mg/l Daphnia magna	

Persistence and degradability Expected to be inherently biodegradable.

Bioaccumulation Has the potential to bioaccumulate.

Mobility in soil May partition into air, soil and water.

Other adverse effects No information available.

13. DISPOSAL CONSIDERATIONS

Description of waste residues This material may be a flammable liquid waste.

Safe handling of wastes Handle in accordance with applicable local, state, and federal regulations. Use personal protection measures as required. Use appropriate grounding and bonding practices. Use only non-sparking tools. Do not expose to heat, open flames, strong oxidizers or other sources of ignition. No smoking.

Disposal of wastes / methods of disposal The user is responsible for determining if any discarded material is a hazardous waste (40 CFR 262.11). Dispose of in accordance with federal, state and local regulations.

Contaminated packaging disposal Empty containers should be completely drained and then discarded or recycled, if possible. Do not cut, drill, grind or weld on empty containers since explosive residues may be present. Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT

UN/Identification No:	NA 1993
UN Proper Shipping Name:	Fuel Oil, No. 1
Transport Hazard Class(es):	3
Packing Group:	III

IATA

UN/Identification No:	UN 1202
UN Proper Shipping Name:	Diesel Fuel
Transport Hazard Class(es):	3

Packing Group: III
ERG code: 3L

IMDG

UN/Identification No: UN 1202
UN Proper Shipping Name: Diesel Fuel
Transport Hazard Class(es): 3
Packing Group: III
EmS No: F-E, S-E
Marine Pollutant: Yes

15. REGULATORY INFORMATION

Regulatory Information

US TSCA Chemical Inventory This product and/or its components are listed on the TSCA Chemical Inventory or are exempt.

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

EPA Superfund Amendment & Reauthorization Act (SARA)

SARA Section 302 This product does not contain any component(s) included on EPA's Extremely Hazardous Substance (EHS) List above the de minimis threshold.

SARA Section 304 This product may contain component(s) identified either as an EHS or a CERCLA Hazardous substance which in case of a spill or release may be subject to SARA reporting requirements:

Name	Hazardous Substances RQs
Naphthalene 91-20-3	100lb 45.4 kg

SARA Section 311/312 The following EPA hazard categories apply to this product:

Flammable
Hazard Not Otherwise Classified (HNOC)-Physical
Skin corrosion or irritation
Carcinogenicity
Specific target organ toxicity
Aspiration hazard

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

Name	CERCLA/SARA 313 Emission reporting
Naphthalene 91-20-3	0.1 % de minimis concentration

U.S. State Regulations

California Proposition 65 This product can expose you to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm.

Name	California Proposition 65
Naphthalene	Carcinogen, initial date 04/19/02

91-20-3

For more information, go to www.P65Warnings.ca.gov.

State Right-To-Know Regulations The following component(s) of this material are identified on the regulatory lists below:

Name	New Jersey Right-To-Know	Pennsylvania Right-To-Know	Massachusetts Right-To-Know
Kerosine (petroleum) 8008-20-6	Listed	Listed	Listed
Naphthalene 91-20-3	Listed	Listed	Listed

16. OTHER INFORMATION

Prepared by Toxicology & Product Safety

Revision Notes

Revision date 02/11/2021
Previous publish date 11/06/2017
Revised sections The following sections(§) have been updated:
1. IDENTIFICATION
3. COMPOSITION/INFORMATION ON INGREDIENTS
8. EXPOSURE CONTROLS/PERSONAL PROTECTION
9. PHYSICAL AND CHEMICAL PROPERTIES
11. TOXICOLOGICAL INFORMATION
12. ECOLOGICAL INFORMATION
14. TRANSPORT INFORMATION
15. REGULATORY INFORMATION

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information is intended as guidance for safe handling, use, processing, storage, transportation, accidental release, clean-up and disposal and is not considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



SAFETY DATA SHEET

SDS ID NO.: 0290MAR019

Revision date 10/01/2020

1. IDENTIFICATION

Product Name Marathon Petroleum No. 2 Diesel

Synonym No. 2 Ultra Low Sulfur Diesel (15 ppm Sulfur Max); No. 2 Low Sulfur Diesel (500 ppm Sulfur Max); ULSD No. 2; ULSD No. 2, dyed; ULSD No. 2 with Additives; ULSD No. 2 w/o Additives; ULSD No. 2 Winter Blends; No 2 MV15 CFI; Export Diesel; No. 2 Fuel Oil; Heating Oil; No. 2 Non-Road Locomotive Marine, Dyed; MGO; ULSD; LSD; NRLM; GARB Diesel

Product code 0290MAR019

Chemical family Complex Hydrocarbon Substance

Recommended use Fuel.

Restrictions on use All others.

Manufacturer, Importer, or Responsible Party Name and Address
MARATHON PETROLEUM COMPANY LP
539 South Main Street
Findlay, OH 45840

SDS Information 1-419-421-3070 (M-F; 8-5 EST)

24 Hour Emergency Telephone CHEMTREC: 1-800-424-9300 (CCN# 13740)

2. HAZARD IDENTIFICATION

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Classification

Flammable liquids	Category 3
Acute toxicity - Inhalation (Dusts/Mists)	Category 4
Skin corrosion/irritation	Category 2
Carcinogenicity	Category 2
Specific target organ toxicity (single exposure)	Category 3
Specific target organ toxicity (repeated exposure)	Category 2
Aspiration toxicity	Category 1
Chronic aquatic toxicity	Category 2

Hazards Not Otherwise Classified (HNOC)

Static accumulating flammable liquid

Label Elements

Danger

FLAMMABLE LIQUID AND VAPOR
May accumulate electrostatic charge and ignite or explode
May be fatal if swallowed and enters airways
Harmful if inhaled
Causes skin irritation
May cause respiratory irritation

May cause drowsiness or dizziness
 Suspected of causing cancer
 May cause damage to organs (thymus, liver, bone marrow) through prolonged or repeated exposure
 Toxic to aquatic life with long lasting effects



Appearance Yellow to Red Liquid

Physical State Liquid

Odor Hydrocarbon

Precautionary Statements - Prevention

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

Precautionary Statements - Response

If exposed or concerned: Get medical attention
 If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
 If skin irritation occurs: Get medical attention
 Wash contaminated clothing before reuse
 If inhaled: Remove victim to fresh air and keep at rest in a position comfortable for breathing
 Call a poison center or doctor if you feel unwell
 If swallowed: Immediately call a poison center or doctor
 Do NOT induce vomiting
 In case of fire: Use water spray, fog or regular foam for extinction
 Collect spillage

Precautionary Statements - Storage

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

Precautionary Statements - Disposal

Dispose of contents/container at an approved waste disposal plant

3. COMPOSITION/INFORMATION ON INGREDIENTS

May contain up to 5% Biodiesel.

Composition Information

Name	CAS Number	% Concentration
No. 2 Diesel Fuel	68476-34-6	50-100
Kerosine (petroleum)	8008-20-6	0-50

Fuels, Diesel, C9-18-Alkane Branched and Linear	1159170-26-9	0-5
Alkanes, C10-C20 branched and linear	928771-01-1	0-5
Naphthalene	91-20-3	0.3-2.6

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

4. FIRST AID MEASURES

First aid measures

General advice	In case of accident or if you feel unwell, seek medical advice immediately (show directions for use or safety data sheet if possible).
Inhalation	Remove to fresh air. If not breathing, utilize bag valve mask or other form of barrier device to institute rescue breathing. If breathing is difficult, ensure airway is clear, give oxygen and continue to monitor. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR). Keep affected person warm and at rest. Get immediate medical attention.
Skin contact	Immediately wash exposed skin with plenty of soap and water while removing contaminated clothing and shoes. May be absorbed through the skin in harmful amounts. Get medical attention if irritation persists. Any injection injury from high pressure equipment should be evaluated immediately by a physician as potentially serious (See NOTES TO PHYSICIAN). Place contaminated clothing in closed container until cleaned or discarded. If clothing is to be laundered, inform the person performing the operation of contaminant's hazardous properties. Destroy contaminated, non-chemical resistant footwear.
Eye contact	Flush immediately with large amounts of water for at least 15 minutes. Gently remove contacts while flushing. Eyelids should be held away from the eyeball to ensure thorough rinsing. Gently remove contacts while flushing. Get medical attention if irritation persists.
Ingestion	Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips, or if patient is lying down, turn body and head to side to prevent aspiration and monitor for breathing difficulty. Never give anything by mouth to an unconscious person. Keep affected person warm and at rest. Get immediate medical attention.

Most important signs and symptoms, both short-term and delayed with overexposure

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

Indication of any immediate medical attention and special treatment needed

Notes to physician	<p>INHALATION: This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided.</p> <p>SKIN: Leaks or accidents involving high-pressure equipment may inject a stream of material through the skin and initially produce an injury that may not appear serious. Only a small puncture wound may appear on the skin surface but, without proper treatment and depending on the nature, original pressure, volume, and location of the injected material, can compromise blood supply to an affected body part. Prompt surgical debridement of the wound may be necessary to prevent irreversible loss of function and/or the affected body part. High pressure injection injuries may be SERIOUS SURGICAL EMERGENCIES.</p>
---------------------------	--

INGESTION: This material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media	For small fires, Class B fire extinguishing media such as CO ₂ , dry chemical, foam or water spray can be used. For large fires, water spray, fog or foam can be used. Firefighting should be attempted only by those who are adequately trained and equipped with proper protective equipment.
Unsuitable extinguishing media	Do not use straight water streams to avoid spreading fire.
Specific hazards arising from the chemical	This product has been determined to be a flammable liquid per the OSHA Hazard Communication Standard and should be handled accordingly. May accumulate electrostatic charge and ignite or explode. Vapors may travel along the ground or be moved by ventilation and ignited by many sources such as pilot lights, sparks, electric motors, static discharge, or other ignition sources at locations distant from material handling. Flashback can occur along vapor trail. For additional fire related information, see NFPA 30 or the Emergency Response Guidebook 128.
Hazardous combustion products	Smoke, carbon monoxide, and other products of incomplete combustion.
Explosion data	
Sensitivity to mechanical impact:	No.
Sensitivity to static discharge:	Yes.
Special protective equipment and precautions for firefighters	Firefighters should wear full protective clothing and positive-pressure self-contained breathing apparatus (SCBA) with a full face-piece, as appropriate. Avoid using straight water streams. Water spray and foam must be applied carefully to avoid frothing and from as far a distance as possible. Avoid excessive water spray application. Keep surrounding area cool with water spray from a distance and prevent further ignition of combustible material. Keep run-off water out of sewers and water sources.
Additional firefighting tactics	<p>FIRES INVOLVING TANKS OR CAR/TRAILER LOADS: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Cool containers with flooding quantities of water until well after the fire is out. Do not direct water at source of leak or safety devices; icing may occur. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. ALWAYS stay away from tanks engulfed in fire. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.</p> <p>EVACUATION: Consider initial downwind evacuation for at least 1000 feet. If tank, rail car or tank truck is involved in a fire, ISOLATE for 5280 feet (1 mile) in all directions; also, consider initial evacuation of 5280 feet (1 mile) in all directions.</p>

NFPA

Health 1

Flammability 2

Instability 0

Special Hazard -

6. ACCIDENTAL RELEASE MEASURES

Personal precautions	Keep public away. Isolate and evacuate area. Shut off source if safe to do so. Eliminate all ignition sources. All contaminated surfaces will be slippery.
Protective equipment	Use personal protection measures as recommended in Section 8.
Emergency procedures	Advise authorities and National Response Center (800-424-8802) if the product has entered a water course or sewer. Notify local health and pollution control agencies, if appropriate.
Environmental precautions	Avoid release to the environment. Avoid subsoil penetration.

Methods and materials for containment	Contain liquid with sand or soil. Prevent spilled material from entering storm drains, sewers, and open waterways.
Methods and materials for cleaning up	Use suitable absorbent materials such as vermiculite, sand, or clay to clean up residual liquids. Recover and return free product to proper containers. When recovering free liquids ensure all equipment is grounded and bonded. Use only non-sparking tools.

7. HANDLING AND STORAGE

Safe handling precautions

NEVER SIPHON THIS PRODUCT BY MOUTH. Use appropriate grounding and bonding practices. Static accumulating flammable liquid. Bonding and grounding may be insufficient to eliminate the hazard from static electricity. Do not expose to heat, open flames, strong oxidizers or other sources of ignition. Vapors may travel along the ground or be moved by ventilation. Flashback may occur along vapor trails. No smoking. Use only non-sparking tools. Avoid breathing fumes, gas, or vapors. Use only with adequate ventilation. Avoid repeated and prolonged skin contact. Use personal protection measures as recommended in Section 8. Exercise good personal hygiene including removal of soiled clothing and prompt washing with soap and water. Do not cut, drill, grind or weld on empty containers since explosive residues may remain. Refer to applicable EPA, OSHA, NFPA and consistent state and local requirements.

Hydrocarbons are basically non-conductors of electricity and can become electrostatically charged during mixing, filtering, pumping at high flow rates or loading and transfer operations. If this charge reaches a sufficiently high level, sparks can form that may ignite the vapors of flammable liquids. Sudden release of hot organic chemical vapors or mists from process equipment operating under elevated temperature and pressure, or sudden ingress of air into vacuum equipment may result in ignition of vapors or mists without the presence of obvious ignition sources. Nozzle spouts must be kept in contact with the containers or tank during the entire filling operation.

Portable containers should never be filled while in or on a motor vehicle or marine craft. Containers should be placed on the ground. Static electric discharge can ignite fuel vapors when filling non-grounded containers or vehicles on trailers. The nozzle spout must be kept in contact with the container before and during the entire filling operation. Use only approved containers.

A buildup of static electricity can occur upon re-entry into a vehicle during fueling especially in cold or dry climate conditions. The charge is generated by the action of dissimilar fabrics (i.e., clothing and upholstery) rubbing across each other as a person enters/exits the vehicle. A flash fire can result from this discharge if sufficient flammable vapors are present. Therefore, do not get back in your vehicle while refueling.

Cellular phones and other electronic devices may have the potential to emit electrical charges (sparks). Sparks in potentially explosive atmospheres (including fueling areas such as gas stations) could cause an explosion if sufficient flammable vapors are present. Therefore, turn off cellular phones and other electronic devices when working in potentially explosive atmospheres or keep devices inside your vehicle during refueling.

High-pressure injection of any material through the skin is a serious medical emergency even though the small entrance wound at the injection site may not initially appear serious. These injection injuries can occur from high-pressure equipment such as paint spray or grease or guns, fuel injectors, or pinhole leaks in hoses or hydraulic lines and should all be considered serious. High pressure injection injuries may be SERIOUS SURGICAL EMERGENCIES (See First Aid Section 4).

Storage conditions

Store in properly closed containers that are appropriately labeled and in a cool, well-ventilated area. Do not store near an open flame, heat or other sources of ignition.

Incompatible materials

Strong oxidizing agents.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Name	ACGIH TLV	OSHA PELs	NIOSH IDLH
No. 2 Diesel Fuel 68476-34-6	100 mg/m ³ TWA Skin - potential significant contribution to overall exposure by the cutaneous route		
Kerosine (petroleum) 8008-20-6	200 mg/m ³ TWA Skin - potential significant contribution to overall exposure by the cutaneous route		
Naphthalene 91-20-3	10 ppm TWA Skin - potential significant contribution to overall exposure by the cutaneous route	TWA: 10 ppm TWA: 50 mg/m ³	250 ppm

Notes: No further information available.

Engineering measures

Local or general exhaust required in an enclosed area or with inadequate ventilation. Use mechanical ventilation equipment that is explosion-proof.

Personal protective equipment

Eye protection

Use goggles or face-shield if the potential for splashing exists.

Skin and body protection

Wear neoprene, nitrile or PVA gloves to prevent skin contact. Glove suitability is based on workplace conditions and usage. Contact the glove manufacturer for specific advice on glove selection and breakthrough times.

Respiratory protection

Use a NIOSH approved organic vapor chemical cartridge or supplied air respirators when there is the potential for airborne exposures to exceed permissible exposure limits or if excessive vapors are generated. Observe respirator assigned protection factors (APFs) criteria cited in federal OSHA 29 CFR 1910.134. Self-contained breathing apparatus should be used for fire fighting.

Hygiene measures

Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes and clothing.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Appearance	Yellow to Red Liquid
Physical State	Liquid
Color	Yellow to Red
Odor	Hydrocarbon
Odor Threshold	No data available.

Property

Values (method)

pH	Not applicable
Melting Point/ Freezing Point	No data available.
Initial Boiling Point/ Boiling Range	154-366 °C / 310-691 °F (ASTM D86)
Flash Point	58-76 °C / 136-168 °F (ASTM D93)
Evaporation Rate	No data available.
Flammability (solid, gas)	Not applicable.
Flammability Limit in Air (%):	
Upper Flammability Limit:	No data available.
Lower Flammability Limit:	No data available.
Explosion Limits	No data available.
Vapor Pressure	No data available.
Vapor Density	No data available.
Specific Gravity / Relative Density	0.82-0.86

Water Solubility	No data available.
Partition Coefficient	No data available.
Autoignition Temperature	No data available.
Decomposition Temperature	No data available.
Kinematic Viscosity	1.7-4.1 est@ 40°C (ASTM 0445)
VOE Content (%)	No data available.

10. STABILITY AND REACTIVITY

Reactivity	The product is non-reactive under normal conditions.
Chemical stability	The material is stable at 70°F (21°C), 760 mmHg pressure.
Possibility of hazardous reactions	None under normal processing.
Hazardous polymerization	Will not occur.
Conditions to avoid	Excessive heat, sources of ignition, open flame.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	None known under normal conditions of use. However, use in an area without adequate ventilation may result in hazardous levels of carbon monoxide and carbon dioxide.

11. TOXICOLOGICAL INFORMATION

Potential short-term adverse effects from overexposures

Inhalation	Harmful if inhaled. May cause irritation of respiratory tract. May cause drowsiness or dizziness. Breathing high concentrations of this material in a confined space or by intentional abuse can cause irregular heartbeats which can cause death.
Eye contact	Exposure to vapor or contact with liquid may cause mild eye irritation, including tearing, stinging, and redness.
Skin contact	Irritating to skin. Effects may become more serious with repeated or prolonged contact. May be absorbed through the skin in harmful amounts.
Ingestion	May be fatal if swallowed or vomited and enters airways. May cause irritation of the mouth, throat and gastrointestinal tract.

Acute toxicological data

Name	Oral LDS0	Dermal LDS0	Inhalation LCS0
No. 2 Diesel Fuel 68476-34-6	> 5000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	>1 - <5 mg/L (Rat) 4 h
Kerosine (petroleum) 8008-20-6	> 5000 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 5.28 mg/L (Rat) 4 h
Fuels, Diesel, C9-18-Alkane Branched and Linear 1159170-26-9			>1 - <5 mg/l (Rat) 4 h
Alkanes, C10-C20 branched and linear 928771-01-1			>1 - <5 mg/l (Rat) 4 h
Naphthalene 91-20-3	533 mg/kg (Mouse)	> 2000 mg/kg (Rabbit)	> 340 mg/m³ (Rat) 1 h

Immediate and delayed effects as well as chronic effects from short and long-term exposure

PETROLEUM MIDDLE DISTILLATES: Petroleum derived middle distillates have produced skin tumors in mice after repeated and prolonged skin contact. Additional studies indicated prolonged skin irritation contributes to tumor development. Repeated dermal exposures to high concentrations in test animals resulted in reduced litter size and weight, and increased fetal resorptions at doses

toxic to the mother. Inhalation exposure to high concentrations resulted in respiratory tract irritation, lung changes/infiltration/accumulation, and reduction in lung function. Repeated dermal application of petroleum gas oils resulted in decreased liver, thymus, and spleen weights, and altered bone marrow function. Microscopic alterations included liver hypertrophy and necrosis, decreased hematopoiesis and lymphocyte depletion. Altered mental state, drowsiness, peripheral motor neuropathy, irreversible brain damage (so-called Petrol Sniffer's Encephalopathy), delirium, seizures, and sudden death have been reported from repeated overexposure to some hydrocarbon solvents, naphthas, and gasoline.

NAPHTHALENE: Excessive exposure to naphthalene may cause nausea, vomiting, diarrhea, blood in the urine, and a yellow color to the skin. Lifetime inhalation exposure of laboratory rodents to naphthalene resulted in cancers of the respiratory tract in male and female rats. A small increase in cancer of the lung was observed in female mice, but no evidence of lung cancer was observed in male mice. Long-term exposure to excessive airborne naphthalene concentrations may result in destruction of red blood cells, a condition referred to as hemolytic anemia.

DIESEL EXHAUST: The combustion of diesel fuels produces gases including carbon monoxide, carbon dioxide, oxides of nitrogen and/or sulfur, and hydrocarbons that can be irritating and hazardous with overexposure. Long-term occupational overexposure to diesel exhaust and diesel exhaust particulate matter has been associated with an increased risk of respiratory disease, including lung cancer, and is characterized as a "known human carcinogen" by the International Agency for Research on Cancer (IARC), as "a reasonably anticipated human carcinogen" by the National Toxicology Program, and as "likely to be carcinogenic to humans" by the EPA, based upon animal and occupational exposure studies. However, uncertainty exists with these classifications because of deficiencies in the supporting occupational exposure/epidemiology studies, including reliable exposure estimates. Lifetime animal inhalation studies with pulmonary overloading exposure concentrations of diesel exhaust emissions have produced tumors and other adverse health effects. However, in more recent long-term animal inhalation studies of diesel exhaust emissions, no increase in tumor incidence and in fact a substantial reduction in adverse health effects along with significant reductions in the levels of hazardous material emissions were observed and are associated with fuel composition alterations coupled with new technology diesel engines.

Adverse effects related to the physical, chemical and toxicological characteristics

Signs and symptoms	Irritating to the skin and mucous membranes. Symptoms may include redness, itching, and inflammation. May cause nausea, vomiting, diarrhea, and signs of nervous system depression: headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Aspiration hazard. May cause coughing, chest pains, shortness of breath, pulmonary edema and/or chemical pneumonitis. Repeated or prolonged skin contact may cause drying, reddening, itching and cracking. Prolonged or repeated exposure may cause damage to organs.
Acute toxicity	Harmful if inhaled.
Skin corrosion/irritation	Causes skin irritation.
Serious eye damage/eye irritation	None known.
Sensitization	None known.
Mutagenic effects	None known.
Carcinogenicity	Suspected of causing cancer.

Name	ACGIH (Class)	IARC (Class)	NTP	OSHA
No. 2 Diesel Fuel 68476-34-6	Confirmed animal carcinogen (A3)	Not Classifiable (3)	Not Listed	Not Listed
Kerosine (petroleum) 8008-20-6	Confirmed animal carcinogen (A3)	Not Classifiable (3)	Not Listed	Not Listed
Naphthalene 91-20-3	Confirmed animal carcinogen (A3)	Possible human carcinogen (28)	Reasonably anticipated to be a human carcinogen	Not Listed

Reproductive toxicity	None known.
Specific Target Organ Toxicity (STOT) - single exposure	May cause respiratory irritation. May cause drowsiness or dizziness.
Specific Target Organ Toxicity	May cause damage to organs (thymus, liver, bone marrow) through prolonged or repeated

(STOT) - repeated exposure exposure.

Aspiration hazard May be fatal if swallowed or vomited and enters airways.

12. ECOLOGICAL INFORMATION

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

Name	Fish	Crustacea	Algae/aquatic plants
No. 2 Diesel Fuel 68476-34-6	96-hr LC50 = 35 mg/l Fathead minnow (flow-through)	48-hr EL50 = 6.4 mg/l Daphnia magna	
Kerosine (petroleum) 8008-20-6	96-hr LL50 = 18-25 mg/l Fish	48-hr EL50 = 1.4-21 mg/l Invertebrates	72-hr EL50 = 5.0-11 mg/l Algae
Naphthalene 91-20-3	96-hr LC50 = 0.91-2.82 mg/l Rainbow trout (static) 96-hr LC50 = 1.99 mg/l Fathead minnow (static)	48-hr LC50 = 1.6 mg/l Daphnia magna	

Persistence and degradability Expected to be inherently biodegradable.

Bioaccumulation Has the potential to bioaccumulate.

Mobility in soil May partition into air, soil and water.

Other adverse effects No information available.

13. DISPOSAL CONSIDERATIONS

Description of waste residues This material may be a flammable liquid waste.

Safe handling of wastes Handle in accordance with applicable local, state, and federal regulations. Use personal protection measures as required. Use appropriate grounding and bonding practices. Use only non-sparking tools. Do not expose to heat, open flames, strong oxidizers or other sources of ignition. No smoking.

Disposal of wastes / methods of disposal The user is responsible for determining if any discarded material is a hazardous waste (40 CFR 262.11). Dispose of in accordance with federal, state and local regulations.

Contaminated packaging disposal Empty containers should be completely drained and then discarded or recycled, if possible. Do not cut, drill, grind or weld on empty containers since explosive residues may be present. Dispose of in accordance with federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT

UN/Identification No:	NA 1993
UN Proper Shipping Name:	Diesel Fuel
Transport Hazard Class(es):	3
Packing Group:	III

IATA

UN/Identification No:	UN 1202
UN Proper Shipping Name:	Diesel Fuel
Transport Hazard Class(es):	3
Packing Group:	III
ERG code:	3L

IMDG

UN/Identification No:	UN 1202
-----------------------	---------

UN Proper Shipping Name:	Diesel Fuel
Transport Hazard Class(es):	3
Packing Group:	III
EmS No:	F-E, S-E
Marine Pollutant:	Yes

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable

15. REGULATORY INFORMATION

Regulatory Information

US TSCA Chemical Inventory This product and/or its components are listed on the TSCA Chemical Inventory or are exempt.

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

EPA Superfund Amendment & Reauthorization Act (SARA)

SARA Section 302 This product does not contain any component(s) included on EPA's Extremely Hazardous Substance (EHS) List above the de minimis threshold.

SARA Section 304 This product may contain component(s) identified either as an EHS or a CERCLA Hazardous substance which in case of a spill or release may be subject to SARA reporting requirements:

Name	Hazardous Substances RQs
Naphthalene 91-20-3	100lb 45.4 kg

SARA Section 311/312 The following EPA hazard categories apply to this product:

Flammable
Hazard Not Otherwise Classified (HNOC)-Physical
Acute toxicity
Skin corrosion or irritation
Carcinogenicity
Specific target organ toxicity
Aspiration hazard

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

Name	CERCLA/SARA 313 Emission reporting
Naphthalene 91-20-3	0.1 % de minimis concentration

U.S. State Regulations

California Proposition 65 This product can expose you to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm.

Name	California Proposition 65
No. 2 Diesel Fuel 68476-34-6	Engine exhaust, Carcinogen, initial date 10/01/90
Naphthalene 91-20-3	Carcinogen, initial date 04/19/02

For more information, go to www.P65Warnings.ca.gov.

State Right-To-Know Regulations The following component(s) of this material are identified on the regulatory lists below:

Name	New Jersey Right-To-Know	Pennsylvania Right-To-Know	Massachusetts Right-To-Know
No. 2 Diesel Fuel 68476-34-6	Listed	Listed	Not Listed
Kerosine (petroleum) 8008-20-6	Listed	Listed	Listed
Naphthalene 91-20-3	Listed	Listed	Listed

16. OTHER INFORMATION

Prepared by Toxicology & Product Safety

NEPA



Revision Notes

Revision date 10/01/2020
Previous publish date 06/01/2016
Revised sections The following sections(§) have been updated:
 3. COMPOSITION/INFORMATION ON INGREDIENTS
 8. EXPOSURE CONTROLS/PERSONAL PROTECTION
 14. TRANSPORT INFORMATION
 15. REGULATORY INFORMATION

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information is intended as guidance for safe handling, use, processing, storage, transportation, accidental release, clean-up and disposal and is not considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.