

**CITY OF ATLANTA
ADVERTISEMENT FOR BIDS**

Sealed bids for **Bid No. 8519-ES, RECYCLED (RECLAIMED) JET-A AVIATION FUEL**, will be received by designated staff of the Department of Procurement, at 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, GA 30303-0307, and **must be time stamped no later than 2:00 P.M., Tuesday, October 20, 2015.**

ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M.

Bids will be publicly opened and read at 2:00 P.M. in Suite 1900, 1st Floor, 55 Trinity Avenue, SW, City Hall South, Atlanta, Georgia.

PURPOSE AND SCOPE: To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

General instructions, specifications for submitting bid packages for this project will be available as of **Thursday, October 01, 2015 from 8:15 A.M. – 5:00 P.M.**, in the Department of Procurement's Main Office, 1st Floor, 55 Trinity Avenue, SW, Suite 1900, City Hall South, Atlanta, Georgia. To request a bid package by mail, please contact the buyer.

Should you have any question/concerns, please contact Errika Stewart, at (404) 865-8533, or by email estewart@atlantaga.gov.

The City of Atlanta reserves the right to reject any and all bids and to waive any technicalities.

This Bid is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Bid. In the event of conflict between a version of the Bid in the Proponent's possession and the version maintained by DOP, the version maintained by DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Ms. Errika Stewart, Buyer at estewart@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

INVITATION FOR BID

BID NUMBER: 8519-ES
RTG DATE: Thursday, October 1, 2015
DEPARTMENT OF AVIATION

SEALED BIDS FOR:

CITY OF ATLANTA (COA) SPECIFICATION FOR RECYCLED (RECLAIMED) JET-A AVIATION FUEL FOR THE DEPARTMENT OF AVIATION TO BE ORDERED AS NEEDED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF AWARD IN ACCORDANCE WITH THE ATTACHED SPECIFICATION

Sealed bids, for furnishing the supplies or services contained herein will be received by:

**CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
CITY HALL SOUTH, SUITE 1900
55 TRINITY AVENUE, S.W.
ATLANTA, GEORGIA 30303-0307**

First floor, **no later than 2:00 P.M.**, (OUR BID CLOCK TIME IS VERIFIED AND CALIBRATED WITH THE BUREAU OF NATIONAL STANDARDS TIME PRIOR TO EACH BID OPENING) **Tuesday, October 20, 2015** and at that time will be publicly opened and read in Suite 1900.

A Pre-Bid Conference/Site Visit – N/A. The deadline for bidders to submit questions regarding the bid is **Friday, October 9, 2015.** Questions should be submitted via email to **Errika Stewart**, Buyer, at estewart@atlantaga.gov . For information, call (404) 865-8533.

This form **MUST** be returned with all bids. Bids must be typed or printed in **blue ink**. Refer to Bid Number, Date and Time on the **enclosed return label**. All bids must be hand delivered, delivered by courier service or mailed via United States Postal Service. No facsimile will be accepted. One (1) original ITB in **blue ink** must be submitted and must be marked as an original as well as one (1) ITB copy which must be marked as copy. **If you quote, please sign each "Bid Sheet" in blue ink, DO NOT 'white out' entries or your bid may be deemed non-responsive and put the name of your company on each sheet and each pricing sheet page must be stamped "original".** If you do not quote, return signed bid invitation sheet and state reason; otherwise, your name may be removed from our mailing list. **Failure to follow these instructions could result in your bid being rejected.**

ALL COMMUNICATION PERTAINING TO THIS BID MUST BE DIRECTED TO THE DEPARTMENT OF PROCUREMENT REFERENCING BID NUMBER. BIDDER MAY NOT CONTACT OTHER BUREAUS OR CITY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN NON-ACCEPTANCE OF YOUR BID.

| | | | | | |
|--------------------|-------|----------|---|--|--|
| _____ | | | _____ | | |
| Legal Name of Firm | | | Authorized Representative/Please Type/Print | | |
| _____ | | | _____ | | |
| Address | | | Signature/Title | | |
| _____ | _____ | _____ | _____ | | |
| City | State | Zip Code | Area Code/Telephone Number/Email Address | | |
| _____ | | | _____ | | |
| Date Submitted | | | COA Supplier ID# | | |

BIDS MAY BE SUBMITTED FOR EVALUATION, BUT NO AWARD WILL BE MADE UNLESS YOU POSSESS A CURRENT BUSINESS LICENSE THAT AUTHORIZES BIDDER TO TRANSACT BUSINESS AT A LOCATION IN THE STATE OF GEORGIA. IN THE CASE OF AN OUT OF STATE BUSINESS WITH NO LOCATION OR OFFICE IN GEORGIA, WHICH EXERTS SUBSTANTIAL EFFORTS WITHIN THE STATE AND CITY, SUCH BUSINESS MUST OBTAIN A CITY OF ATLANTA, BUSINESS LICENSE AS REQUIRED BY CITY CODE SECTION 30-52, ET SEQ. TO OBTAIN A BUSINESS LICENSE, CONTACT: CITY OF ATLANTA, BUSINESS LICENSE DIVISION, CITY HALL SOUTH, SUITE 1350, 55 TRINITY AVENUE, S.W., ATLANTA, GEORGIA 30303-0307, and (404) 330-6213.

In compliance with the aforementioned, the bidder agrees to furnish and deliver the goods and/or services at the prices indicated. It is agreed that this bid shall constitute an offer, and if accepted by the City, delivered to the designated point(s) within the time specified.

PRICES CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE STATED.

MERCHANDISE/SERVICE TO BE DELIVERED: AS DIRECTED

NOTE: Read all instruction, conditions, specifications, etc., in detail. Acceptance of your quotation guarantees your price and it cannot be withdrawn. Check all figures before submitting bid. UPON REQUEST, A COPY OF THE BID TABULATION WILL BE MADE AVAILABLE TO YOU AT A COST OF \$.10 PER PAGE.

All Bids are subject to the following:

1. Compliance with City of Atlanta Code, Section 2-1413, Requirements for execution of City contracts and Section 2-1414, Equal Employment Opportunity clause. In conjunction with these Code sections, a completed Contract Employment Report or a current letter of certification from the City of Atlanta Office of Contract Compliance must accompany each bid.
2. Compliance with bidding instructions, terms, and conditions (pages 3 and 4).
3. Other provisions, certifications, Insurance, Payment and/or Performance Bonds, if incorporated by reference in this schedule.
4. Additional instructions, special conditions applicable to indefinite quantity invitations on Annual Contracts.
5. A completed W-9 Request for taxpayer identification number and Certification Form.
6. A Notarized E-Verify Contractor Affidavit and/or Subcontractor Affidavit, even if not applicable.
7. Enter your City of Atlanta Supplier ID number on page one (1) of the ITB. A Supplier number can be obtained by registering at www.atlantaga.gov.

FIRM NAME _____ SIGNATURE _____

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF BIDS -

- (a) Bidders are expected to examine this invitation for bid, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Unit price for each unit bid on shall be shown and such price shall include packing, unless otherwise specified. A total shall be entered in the amount column for each item bid on. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (c) Specifications provided herein are intended to be open and non-restrictive. "Any" is used as a minimum standard of quality. When no reference or change is made on proposal by bidder, it is understood that the specific brand item named on proposal shall be furnished by bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference must be clearly stated on bid proposal or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

The City of Atlanta, through the Chief Procurement Officer, Department of Procurement, shall be the sole judge in making determination as to equality.

- (d) Time of delivery is a part of the consideration and must be stated in specific calendar days that must be adhered to. If the time varies on different items, the bidder shall so state. Failure to state delivery may be cause for disqualification.
- (e) The City may accept any item or group of items or any bid, unless the bidder qualifies his bid by specific limitations. The right is reserved to reject any or all quotations and to waive technicalities.
- (f) Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
- (g) If a prospective offer or elects to submit a NO BID, return the Invitation for Bid Cover sheet and state reason. Otherwise, the bidder may be removed from the mailing list.
- (h) If federal excise tax applies, show amount of same that has already been deducted in determining your net price. The City is also exempt from state and local sales tax.

2. **EXPLANATIONS TO BIDDERS** - Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bid, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any information given to a prospective bidder concerning an Invitation for Bids will be furnished to all prospective bidders, as an amendment to the invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of amendments by a bidder must be acknowledged on the bid and a signed addendum returned, attached to the bid.

3. **SUBMISSION OF BIDS** -

(a) DEFAULT: The award as a result of bids received under this invitation may be based in part on delivery factor. Accordingly, should a vendor fail to perform delivery within the time stated in your bid, he/she may then be declared in default of contract. In such an event, the City may then proceed to purchase in the open market the items from another source, and charge/collect from the defaulting vendor the excess cost to the City, which resulted from such open market purchase.

(b) PATENT INDEMNITY: Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including cost and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract, or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

4. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - By submission of this bid, the bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement: (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

5. **PROHIBITION AGAINST AND REPORTING OF ANTICOMPETITIVE PRACTICES** - Collusion and other anticompetitive practices among bidders and offer are prohibited by city, state and federal laws, and the City, therefore, establishes the following:

Certification of independent price determination. All bidders or offer shall identify a person having authority to sign for the bidder or offer who shall certify, in writing, as follows:

"I certify that this bid or offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this bid or offer and certify that I am authorized to sign for this bidder or offer or." Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the bid or offer and appropriate language incorporating the exhibit into the bid or offer is set forth therein.

6. **PROHIBITION AGAINST CONFLICTS OF INTEREST** -- Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below:

(1) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

Yes _____

No _____

(2) Financial relationships: offerors must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the offeror or the offeror's family members.

Yes _____

No _____

Please describe: _____

7. **AWARD OF CONTRACT** - The contract, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The contract will be awarded for a term of three (3) year(s) with the option to extend under the same terms and conditions for two (2), one (1) year extensions.

8. Failure to observe any of the instructions and conditions may constitute grounds for rejection of your bid.

9. **SECTION 2-1387, CERTIFICATION AS TO NON-DISCRIMINATION IN BIDS AND CONTRACTS.**

- (a) All persons, firms or corporations supplying goods, material, equipment, supplies, improvements to real property, or services of any kind or character to the City of Atlanta, in accordance with section 2-1109, shall certify in writing on all bids and contracts, except those involving federally assisted construction projects, the following words:

"We, the supplier of goods, materials, equipment or services covered by this bid or contract will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of race, creed, color, sex or national origin of such person."

- (b) The wording of subsection (a) herein shall be included as a specification and appear on all bid invitations and purchase orders or contracts prepared as issued by any and all using agencies of the City.
- (c) The federal guidelines, as related to non-discrimination in employment by government contracts and subcontractors promulgated by Executive Order No.11246 of September 24,1965, as amended with respect to sex by Executive Order No. 11375 of October 13, 1967, Sections 202, 203 and 204 of Part II of such orders, are hereby adopted by the City of Atlanta insofar as legally possible to do so, and those persons, firms or corporations set forth in subparagraph (a) above shall comply with same.
- (d) The City shall have the right to reject any or all bids, and shall not enter into any contract with any person, firm or corporation and shall refuse to purchase any or all goods, materials, equipment or services from any vendor or contractor who fails to comply with the provisions of subsection (a) and/or (c) herein.

10. **REJECTION OF BID** - Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive minor informalities or irregularities of bid.

The City reserves the right to accept or reject any and all bids submitted and is in no way obligated to any bidder who submits a bid for the supplies, service or items as set forth in these specifications.

Special Conditions
Annual Contract for Commodities/Services

1. PURPOSE AND SCOPE:

To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity(ies)/service(s) listed in the attached specifications. Commodities/services will be ordered from time to time as such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. **As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.**

2. SUPPLY REQUIREMENTS:

The contractor shall be able to delivery all items that might be requested during the contract period in accordance with the terms and conditions of this bid. In the event a contractor's source should fail to supply any item, at any time, for any reason during the contract term, it will be contractor's responsibility to temporarily supply another item of equivalent quality meeting all specifications of the contract, at contract prices, terms and conditions, as an emergency measure, subject to prior approval of the Chief Procurement Officer, whose decision shall be final. If requested, sufficient and reasonable time may be allowed the contractor to acquire adequate stock to perform on the contract after award is made.

3. DELIVERY REQUIREMENTS:

Delivery will be made within the time shown in the specific bid conditions or where called for in the invitation, the time stated by the bidder.

4. PLACEMENT OF ORDERS:

Orders will be placed using one of the following methods:

- a. Purchase orders will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b. A blanket order will be issued to those bureaus that have a recurring need for item(s) covered by this Invitation for Bid and will be issued for "as needed" use. Each blanket order issued will state what is needed, as well as a "**not-to-exceed**" dollar amount. The bureau will be allowed to purchase only those items listed in the awarded contract. Authorization to supply item(s)/services covered by this blanket order may be verbal or written communication from the using department(s).

5. URGENT REQUIREMENTS:

In the case of a bona fide emergency, wherein immediate delivery of an order is needed and the successful vendor cannot meet such a requirement, the City reserves the right to order from any vendor that can meet such a delivery requirement without penalty to the City.

6. RIGHT TO TERMINATE:

In the event any of the provisions of the contract are violated, the City may serve written notice of its intention to terminate the contract. Such notice will state the reasons for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the contract shall, upon expiration of ten (10) days, be terminated. Further, the City reserves the right to terminate any contract in whole or in part upon giving thirty (30) days prior written notice to the other party.

7. PLEASE COMPLETE THE FOLLOWING:

Should a contract result from this invitation:

TO PLACE VERBAL ORDERS CONTRACT:

Name

Telephone Number

CUSTOMER REPRESENTATIVE:

Name

Telephone Number

BID SIGNER:

Name

Address

Telephone

IF NOT LOCAL, WILL TOLL FREE TELEPHONE SERVICE BE PROVIDED BY TH VENDOR DURING THE EFFECTIVE PERIOD OF THE CONTRACT?

(NO) _____

(YES) _____

DELIVERS WILL BE MADE AGAINST THIS CONTRACT BY:

VENDOR OWNED EQUIPMENT:
(If yes, the frequency)

(NO) _____

(YES) _____

COMMERICAL CARRIER:
OTHER (Specify)

(NO) _____

(YES) _____

Bidder hereby agrees to special conditions of this invitation to bid:

Firm Name: _____

By: _____

Title: _____

THIS SHEET MUST BE COMPLETED. FAILURE TO DO SO MAY BE REASON FOR REJECTION OF BID.

CITY OF ATLANTA
Contract Employment Report
PLEASE TYPE OR PRINT IN INK. EACH APPLICABLE ITEM ON THIS FORM MUST BE COMPLETED.
INCOMPLETE FORMS WILL NOT BE PROCESSED.

NAME OF FIRM: _____ TELEPHONE No. _____
 NAME OF OWNER: _____ FAX NO. _____
 MAILING ADDRESS: _____ CITY: _____
 STATE: _____ COUNTY: _____ ZIP CODE: _____

PLEASE COMPLETE THE FOLLOWING INFORMATION

WHAT TYPE OF BUSINESS WOULD YOUR COMPANY BE ENGAGED IN WITH THE CITY OF ATLANTA?

IS YOUR COMPANY AN AFFILIATE OR DIVISION OF A PARENT COMPANY? _____

IF YOUR COMPANY IS A DIVISION OF A PARENT COMPANY, A CONTRACT EMPLOYMENT REPORT FORM MUST BE COMPLETED FOR THE PARENT COMPANY AS WELL AS THE ATLANTA AREA DIVISION.

HAS YOUR COMPANY PREVIOUSLY RECEIVED AN EEO CERTIFICATION FROM THE CITY OF ATLANTA? _____

PLEASE LIST THE NUMBER OF EMPLOYEES IN EACH CATEGORY

| | Management/ Officials | | Professionals Arch, Engineers, etc | | Supervisors | | Office/Clerical/Sales | | Craftsmen/Laborers | |
|--------------------|--------------------------|--------|---------------------------------------|--------|-------------|--------|-----------------------|--------|--------------------|--------|
| | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Black | | | | | | | | | | |
| White | | | | | | | | | | |
| Asian American | | | | | | | | | | |
| Native American | | | | | | | | | | |
| Hispanic | | | | | | | | | | |
| Other | | | | | | | | | | |
| TOTAL | | | | | | | | | | |

I CERTIFY THAT ALL REPRESENTATIONS ON THIS CONTRACT EMPLOYMENT REPORT FORM ARE CORRECT AS OF THE DATE STATED.

 DATE PRINT PREPARER'S NAME PREPARER'S SIGNATURE TITLE

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

| | |
|--|---|
| Name (as shown on your income tax return) | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--------------------------------|
| Social security number |
| : : : |
| or |
| Employer identification number |
| : : : |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

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 on page 4.

Sign Here

Signature of
 U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201__

NOTARY PUBLIC
My Commission Expires: _____

Material Type: Recycled (Reclaimed) Jet-A
Aviation Fuel
Item Number: 4051835
Revision Date: September 30, 2015

**CITY OF ATLANTA SPECIFICATION FOR
RECYCLED (RECLAIMED) JET-A AVIATION FUEL**

1. SCOPE AND CLASSIFICATION

1.1 Scope - This specification describes recycled or reclaimed Jet-A Aviation fuel for live fire training at the Airport ARFF training Facility, to rectify firefighter assigned at Hartsfield-Jackson International Airport to meet Federal Aviation Administration (FAA) regulations.

1.2 Classification – The material(s) shall be classified as follows:

GROUP I - Jet-A Aviation Fuel (Recycled/Reclaimed)

2. NOTES

IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:

The City may consider valid only those bids, which comply with these instructions:

2.1 At numbered specific requirement section, all bidders must insert "Compliance" or "Exception" in each space provided.

2.2 Bidder "exceptions", further clarification, or notes must be detailed in these spaces or on an additional sheet referencing the numbered specification paragraph.

2.3 Report of Purchases - An itemized (monthly) report of all purchases made during the first nine (9) months of this contract is required to be submitted to the Chief Procurement Officer during the tenth (10th) month of this contract.

FIRM NAME _____ SIGNATURE _____

Failure to submit "Report of Usage" may result in forfeiture of future contracts with the City of Atlanta.

- 2.4 The equipment to be furnished must be currently on production and shall be manufacturer's standard model complete with all standard equipment. When cost effective and consistent with operational needs of the department, all energy consuming equipment purchased will be energy efficient, defined as meeting either Energy Star specification of criteria that puts products in the upper 25% of energy efficiency, as well as meeting quality, performance and durability requirements.
- 2.5 All bidders must submit two (2) sets of descriptive literature (If applicable) plainly marked with:
 - A - Company Name
 - B - Group to which literature pertains for each item and components bid.
- 2.6 This Invitation for Bid covers parts and service for one (1) year after delivery date. Bidder must submit price information for parts and service indicating schedule or rate of discount, which shall apply to the City of Atlanta.
- 2.7 Bidder (where applicable) must be able to supply ninety percent (90%) of parts required to maintain this equipment within 24 hours and have access to the remaining ten percent (10%) of parts within 72 hours.
- 2.8 Bidders will supply original manufacturer part crossover numbers for parts, which are not manufactured by the equipment manufacturer after the award of bid but prior to the delivery of equipment.
- 2.9 Successful bidder (where applicable) must provide a minimum of four (4) hours instruction in the proper and safe use of the equipment.
- 2.10 Successful bidder must provide parts, service and operating manuals for each unit provided.
- 2.11 Reserved
- 2.12 Without expressed or implied obligation on the part of the City of Atlanta to perform, the bidder may submit an option to the City for a multi-year purchase concept covering three (3) years' service and parts for equipment covered by this bid. State provisions of the multi-year purchase option including terms, price and expiration date. Attach a separate sheet.

FIRM NAME _____ SIGNATURE _____

- 2.12.1 The Code of Ordinance of the City of Atlanta specifically prohibits obligating the City for future budget years.
- 2.12.2 In the event options are exercised to purchase units in subsequent years the provisions as related to parts and services will apply as indicated above.

- 2.13 The City of Atlanta reserves the right to increase or decrease quantities shown without penalty.

- 2.14 Quantities - None of the various agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.

- 2.15 Any quantities remaining undelivered may be automatically canceled at expiration of contract or purchase order.

- 2.16 The City prefers to make a single award for all of the items listed. Separate awards may be made by group or by line item, if it appears to be in the best interest of the City to do so.

- 2.17 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or his/her surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided that the vendor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the Chief Procurement Officer, shall constitute contract default.

- 2.18 Escalation/De-Escalation Clause - Preference shall be given to the bidder submitting the lowest and best firm price as their bid. Should it be found that due to unusual market conditions it is to the best interest of the City of Atlanta to accept a price with an escalation/de-escalation clause, the following shall apply:
 - 2.18.1 The contract price shall be frozen for a specified period. This period must be shown on your bid.

 - 2.18.2 Escalation - Cost data to support any proposed increase must be submitted to the Chief Procurement Officer of the Department of

FIRM NAME _____ SIGNATURE _____

Procurement not less than thirty (30) days prior to the effective date of any such requested price increase.

2.18.3 Any adjustment allowed shall consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.

2.18.4 No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

2.18.5 De-Escalation -- In the event that market media indicators show that the prices for those materials, goods or services have overall decreased but the vendor has failed to pass the price decrease onto the City, the City reserves the right to place the vendor in default for cause, cancel the awarded contract, remove the vendor from the City of Atlanta Bidders List for a period deemed suitable to the City, and recuperate any damages from the vendor.

2.19 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. These criteria will carry as much weight as Low Bid so that the City of Atlanta, in evaluating bids will be able to determine the "Lowest Complete and Satisfactory Bidder" which will be in the best interest of the City. The criteria are as follows:

- a. Conformance to Specification
- b. Low Bid
- c. Price
- d. Training - (Amount of Hours and Level Offered)
- e. Parts Availability - (Local Source)
- f. Capability - of unit (s) offered to perform the tasks of the User Department(s). Field Demonstrations may be requested to insure that the equipment meets User and Engineering Specifications.
- g. Financial Capability
- h. Discount Offered
- i. Freight Charges
- j. Delivery Time
- k. Warranty
- l. Vendor Past Performance
- m. Vendor Availability to Perform
- n. Vendor Reference - Vendor shall submit three (3) references from individuals, entity or corporation for which a similar project was successfully completed within time and budget. Also to be of consideration in the evaluation of bid is the vendor's past performance of this contract/supply bid. **(Please see final page of this specification for Vendor Reference form)**

FIRM NAME _____

SIGNATURE _____

- 2.20 Will your company accept a portion of this contract? Please check in the appropriate space. _____ yes _____ no
- 2.21 Reserved
- 2.22 Brand Name or Trade Name Instructions - If items in this Invitation for Bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City of Atlanta to meet its needs in all respects.
- 2.22.1 All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within Pricing Sheet of this Invitation for Bid.
- 2.22.2 If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven days, if required.
- 2.22.3 The purchase of any item by the City as a result of this Invitation for Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.
- 2.23 Alternate Bid – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid marked "ALTERNATE BID FOR BID NO. **8519-ES**". Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject Contract. Such bids however, may be examined prior to award the subject Contract and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.
- 2.24 A careful and accurate account of labor, including the name(s) or identification of mechanic(s), helper(s), etc. and the hours of work applied to each job, listing actual parts used in the performance of each job, description of the City

FIRM NAME _____ SIGNATURE _____

equipment as well as parts only purchased under this contract is to be maintained by the vendor for a period of not less than one year. Such account or record may be subject to audit by an authorized City official.

- 2.25 Invoices must be itemized to show hours of labor, parts, materials, accessories with unit price and extension, including the applicable purchase order number.
- 2.26 Audit - The vendor shall maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records shall be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.
- 2.27 Department of Procurement employees cannot be listed as a Vendor Reference.

3. REQUIREMENTS

Please state "Compliance" or "Exception" pursuant the instructions contained in paragraph **NOTES**, 2.1 and 2.2 of the ITB. Check marks, dittos or any other markings may not be accepted and your bid could be rejected.

- 3.1 Definition - For the purpose of this bid, "Parts" shall be defined as components of a unit to be provided by the vendor to the City. "Service" shall be defined as the furnishing of labor time or effort by a vendor, to repair or rebuild (where applicable), a part, component, or service (where applicable), the unit/item as a whole.
- 3.2 Vendor shall provide like and similar goods not listed on pricing sheets at _____% discount from standard industry rate.

Compliance

Exception

- 3.3 If you quote, please sign each "Bid Sheet" in blue ink, DO NOT 'white out' entries or your bid may be deemed non-responsive. And, put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

3.4 Submit the original and one (1) copy of the bid and required attachments.

Compliance

Exception

4. APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS

4.1 The following document (s), standard (s) or specifications shall apply:

4.1.1 Refer to the attached Material Safety Data Sheet (MSDS) from CHS relative to K-1 Kerosene. (See attachment 1)

4.1.2 The fuel must contain > 98%, by weight, K-1 Kerosene (CAS#8008-20-6) and be considered recycled and/or reclaimed Jet-A Aviation Fuel comparative to the attached MSDS from Chevron Phillips Chemical Company relative to Jet-A Aviation Fuel. (See attachment 2)

Compliance

Exception

5. QUALITY ASSURANCE PROVISIONS

5.1 Test and Inspection -It shall be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process their own facility or any recognized independent laboratory acceptable to the City of Atlanta. The City of Atlanta reserves the right to perform any of the tests and inspection requirements where such tests and inspections are needed to further determine compliance with this specification.

5.2 Certification –Material covered by this specification shall comply with all Federal Occupational Safety and Health Acts and Georgia Occupational Safety and Health Acts Requirement where applicable and in effect at time of shipment.

5.3 Sampling –All samples may be tested by the purchaser who reserves the right to accept certified reports from other laboratories as necessary.

5.4 Quality and Quantity Control - A system of test and inspection shall be used to insure receipt of the quality and quantity of items supplied. Goods will be promptly unpacked and inspected; any discrepancies from purchase order or

FIRM NAME _____

SIGNATURE _____

supplier invoice will be reported immediately to the Chief Procurement Officer of the Department of Procurement.

- 5.5 Plant and Facility Inspections - The Department of Procurement may require the vendor to make their plant and facilities available for inspection, or may require additional information concerning the vendor's ability to comply with the requirements of this specification, or its ability to perform in accordance with delivery requirements and within budget. In addition to the above, vendor may be required to produce shop orders and backlog orders documentation. Failure to comply with this requirement may cause rejection of the bid package.
- 5.6 Protection - The vendor shall assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless the City of Atlanta and its duly authorized agents from suits of law or actions of any nature for or on account of the use of any patented materials, equipment devices or processes.
- 5.7 Travel Expense - The City of Atlanta may require one or more visits to the vendor's plant to assure compliance with the City requirement. The cost of such visits shall be absorbed by the supplier after the purchase order has been assigned.

6. PREPARATION FOR DELIVERY

- 6.1 Packing - Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation and routing. It shall be the vendor's responsibility to determine that packing is adequate to assure that all materials shall arrive at destination in an undamaged condition ready for intended use.
- 6.2 Marking - All packages shall be identified with the City of Atlanta purchase order number and the using Bureau. Sealed packing lists must be affixed to all cartons showing its content.
- 6.3 Shipping - The vendor shall follow shipping instructions as stated on the purchase order or contract.
- 6.4 Delivery Schedule and Liability - It shall be the vendor's responsibility to maintain delivery schedule as stated on bid. The City must be notified of any change at least ten (10) days prior to original delivery date. Notification of shippage, however, shall not relieve the vendor from late delivery penalties as

FIRM NAME _____ **SIGNATURE** _____

outline below. The vendor is urged to realistically and accurately state its proposed delivery for the items called for in the Invitation for Bid Pricing Sheet.

Split delivery may be accepted, if it is found to be in the best interest of the City but shall not be made in quantities of less than fifty percent (50%) of the total purchase order or contract quantity.

The vendor shall not, for any reason, delay delivery of items necessary to the upkeep of the City. The City of Atlanta reserves the right to enforce a Late Delivery Penalty to a delinquent vendor. Late delivery penalties are in the amount of one percent (1%) for each day of delay to a maximum of five percent (5%) of the total purchase order or contract amount beginning after a ten (10) day grace period from the expired delivery date.

7. WARRANTY

It shall be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the materials(s) supplied.

8. GUARANTEE

The material shall be guaranteed to be free from defects of construction, conception and workmanship for a period of at least twelve (12) months from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

FIRM NAME _____

SIGNATURE _____

9. **FACE SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.**
10. **IF YOU DO NOT QUOTE, PLEASE RETURN THE COVER SHEET WITH YOUR COMPANY NAME AND THE REASONS YOU ARE NOT QUOTING. OTHERWISE, AFTER THREE (3) NO RESPONSES YOUR COMPANY'S NAME MAY BE REMOVED FROM OUR VENDOR LIST.**
11. **A COMPLETE CONTRACT EMPLOYMENT REPORT OR CURRENT LETTER OF CERTIFICATION FROM THE CITY OF ATLANTA MUST ACCOMPANY EACH BID. FAILURE TO COMPLY WILL RENDER BID INVALID.**
12. **IF YOU QUOTE, PLEASE SIGN EACH "BID SHEET" IN BLUE INK, DO NOT 'WHITE OUT' ENTRIES OR YOUR BID MAY BE DEEMED NON-RESPONSIVE. AND, PUT THE NAME OF YOUR COMPANY ON EACH OF THE BID SHEETS OR YOUR BID MAY BE DEEMED NON-RESPONSIVE. EACH PRICING SHEET PAGE MUST BE STAMPED "ORIGINAL" OR YOUR BID MAY BE DEEMED NON-RESPONSIVE.**
13. **SUBMIT THE ORIGINAL AND ONE (1) COPY OF THE BID AND REQUIRED ATTACHMENTS.**

FIRM NAME _____

SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: Fuel

ITB/FC NO.: 8519-ES

BUYER/CO: Errika Stewart

PROJECT NAME: Recycled (reclaimed) Jet-A Aviation Fuel

Department of Procurement employees cannot be listed as a Vendor Reference.

1. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

2. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

3. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

FIRM NAME _____ SIGNATURE _____

ATTACHMENT

#1



SAFETY DATA SHEET

Section 1. Identification

| | | | |
|-------------------------|-------------------------------------|---|----------------|
| CHS Inc. | Transportation Emergency (CHEMTREC) | : | 1-800-424-9300 |
| P.O. Box 64089 | Technical Information | : | 1-651-355-8443 |
| Mail station 525 | SDS Information | : | 1-651-355-8445 |
| St. Paul, MN 55164-0089 | | | |

| | | | |
|-----------------|---|------------------|-----------------|
| Product name | : K-1 KEROSENE | SDS no. | : 0145 - 024811 |
| Common name | : K-1 Kerosene; Kerosene; White Kerosene | Revision date | : 11/15/2013 |
| Chemical name | : Petroleum Distillate | Chemical formula | : Mixture |
| Chemical family | : Mixture of Paraffinic, Olefinic, Naphthenic, and Aromatic Hydrocarbon | | |

Relevant identified uses of the substance or mixture and uses advised against

Not available.

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture :
 FLAMMABLE LIQUIDS - Category 3
 CARCINOGENICITY - Category 2
 ASPIRATION HAZARD - Category 1
 AQUATIC TOXICITY (ACUTE) - Category 3
 AQUATIC TOXICITY (CHRONIC) - Category 3

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements :
 Flammable liquid and vapor.
 Suspected of causing cancer.
 May be fatal if swallowed and enters airways.
 Harmful to aquatic life with long lasting effects.

Precautionary statements

General : Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand.

Hazardous Material Information System (U.S.A.) Health : 1 * Flammability : 2 Physical hazards : 0

National Fire Protection Association (U.S.A.) Health : 1 Flammability : 2 Instability : 0

Section 3. Composition/information on ingredients

Substance/mixture : Mixture
 Chemical name : Petroleum Distillate
 Other means of identification : K-1 Kerosene; Kerosene; White Kerosene

| Ingredient name | % | CAS number |
|-----------------|----------|------------|
| Kerosene | 60 - 100 | 8008-20-6 |
| Naphthalene | 0.1 - 1 | 91-20-3 |

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

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

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

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 20 minutes. Get medical attention.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway.
- Skin contact** : Flush contaminated skin with plenty of water. Continue to rinse for at least 20 minutes. Get medical attention.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : May be fatal if swallowed and enters airways.

Over-exposure signs/symptoms

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : Adverse symptoms may include the following:
nausea or vomiting

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

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use dry chemical, CO₂, water spray (fog) or foam.
- Unsuitable extinguishing media** : Do not use water jet or water-based fire extinguishers.
- Specific hazards arising from the chemical** : Flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard. This material is harmful to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.
- Hazardous thermal decomposition products** : No specific data.
- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

Methods and materials for containment and cleaning up

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

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not swallow. Avoid breathing vapor or mist. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. See also Section 8 for additional information on hygiene measures.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

| Ingredient name | Exposure limits |
|-----------------|--|
| Kerosene | <p>NIOSH REL (United States, 6/2009). TWA: 100 mg/m³ 10 hours.</p> <p>ACGIH TLV (United States, 3/2012). Absorbed through skin. TWA: 200 mg/m³, (as total hydrocarbon vapor) 8 hours.</p> |
| Naphthalene | <p>ACGIH TLV (United States, 3/2012). Absorbed through skin. STEL: 79 mg/m³ 15 minutes. STEL: 15 ppm 15 minutes. TWA: 52 mg/m³ 8 hours. TWA: 10 ppm 8 hours.</p> <p>NIOSH REL (United States, 6/2009). STEL: 75 mg/m³ 15 minutes. STEL: 15 ppm 15 minutes. TWA: 50 mg/m³ 10 hours. TWA: 10 ppm 10 hours.</p> <p>OSHA PEL (United States, 6/2010). TWA: 50 mg/m³ 8 hours. TWA: 10 ppm 8 hours.</p> <p>OSHA PEL 1989 (United States, 3/1989). TWA: 10 ppm 8 hours. TWA: 50 mg/m³ 8 hours. STEL: 15 ppm 15 minutes. STEL: 75 mg/m³ 15 minutes.</p> |

- Appropriate engineering controls** : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.
- Individual protection measures**
- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Use a properly fitted, air-purifying or supplied air respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

| | | | |
|---|--|---|---|
| Appearance | | Relative density | : 0.8 |
| Physical state | : Liquid. | Evaporation rate | : >1 (Butyl acetate = 1) |
| Color | : Pale yellow to water-white. | Solubility | : Insoluble in the following materials: cold water and hot water. |
| Odor | : Mild hydrocarbon. | Solubility in water | : Insoluble |
| Odor threshold | : Not available. | Partition coefficient: n-octanol/water | : Not available. |
| pH | : Not available. | Auto-ignition temperature | : 251.667 to 257.222°C (485 to 495°F) |
| Melting point | : Not available. | Decomposition temperature | : Not available. |
| Boiling point | : 171.111 to 300°C (340 to 572°F) | SADT | : Not available. |
| Flash point | : Closed cup: >37.778°C (>100°F) [Pensky-Martens.] | Viscosity | : Not available. |
| Flammability | : Not available. | Vapor pressure | : <6.7 kPa (<50 mm Hg) [37.778°C] |
| Lower and upper explosive (flammable) limits | : Lower: 0.7% Upper: 5% | Vapor density | : >1 [Air = 1] |

Section 10. Stability and reactivity

- Reactivity** : No specific test data related to reactivity available for this product or its ingredients.
- Chemical stability** : The product is stable.
- Possibility of hazardous reactions** : Under normal conditions of storage and use, hazardous reactions will not occur.
- Conditions to avoid** : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.
- Incompatible materials** : Reactive or incompatible with the following materials: oxidizing materials.
- Hazardous decomposition products** : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

| Product/ingredient name | Result | Species | Dose | Exposure |
|-------------------------|-------------|---------|-----------|----------|
| Kerosene | LD50 Oral | Rat | 15 g/kg | - |
| Naphthalene | LD50 Dermal | Rabbit | >20 g/kg | - |
| | LD50 Oral | Rat | 490 mg/kg | - |

Irritation/Corrosion

| Product/ingredient name | Result | Species | Score | Exposure | Observation |
|-------------------------|--------------------------|---------|-------|------------------|-------------|
| Kerosene | Skin - Severe irritant | Rabbit | - | 500 mg | - |
| | Skin - Moderate irritant | Rabbit | - | 24 hours 100% | - |
| | Skin - Moderate irritant | Rabbit | - | 0.5 mL | - |
| Naphthalene | Skin - Mild irritant | Rabbit | - | 495 mg | - |
| | Skin - Severe irritant | Rabbit | - | 24 hours 0.05 mL | - |

Sensitization

- Skin : There is no data available.
 Respiratory : There is no data available.

Mutagenicity

There is no data available.

Carcinogenicity

There is no data available.

Classification

| Product/ingredient name | OSHA | IARC | NTP |
|-------------------------|------|------|--|
| Naphthalene | - | 2B | Reasonably anticipated to be a human carcinogen. |

Reproductive toxicity

There is no data available.

Teratogenicity

There is no data available.

Specific target organ toxicity (single exposure)

There is no data available.

Specific target organ toxicity (repeated exposure)

There is no data available.

Aspiration hazard

| Name | Result |
|----------|--------------------------------|
| Kerosene | ASPIRATION HAZARD - Category 1 |

Information on the likely routes of exposure : Dermal contact. Eye contact. Inhalation. Ingestion.

Section 12. Ecological information

Toxicity

| Product/ingredient name | Result | Species | Exposure |
|-------------------------|--|---|----------------------------------|
| Naphthalene | Acute EC50 1600 µg/l Fresh water Acute LC50 2350 µg/l Marine water Acute LC50 213 µg/l Fresh water | Daphnia - Daphnia magna - Neonate Crustaceans - Palaemonetes pugio Fish - Melanotaenia fluviatilis - Larvae | 48 hours 48 hours 96 hours |

Persistence and degradability

There is no data available.

Bioaccumulative potential

| Product/ingredient name | LogP _{ow} | BCF | Potential |
|-------------------------|--------------------|-------------|-----------|
| Naphthalene | 3.3 | 85.11380382 | low |

Mobility in soil

- Soil/water partition coefficient (K_{oc}) : There is no data available.
 Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

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

Section 16. Other information

Revision date : 11/15/2013 **Supersedes** : 05/02/2012
Revised Section(s) : 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16. **Prepared by** : KMK Regulatory Services Inc.

Notice to reader

THE INFORMATION CONTAINED IN THIS SDS RELATES ONLY TO THE SPECIFIC MATERIAL IDENTIFIED. IT DOES NOT COVER USE OF THAT MATERIAL IN COMBINATION WITH ANY OTHER MATERIAL OR IN ANY PARTICULAR PROCESS. IN COMPLIANCE WITH 29 C.F.R. 1910.1200(g), CHS HAS PREPARED THIS SDS IN SEGMENTS, WITH THE INTENT THAT THOSE SEGMENTS BE READ TOGETHER AS A WHOLE WITHOUT TEXTUAL OMISSIONS OR ALTERATIONS. CHS BELIEVES THE INFORMATION CONTAINED HEREIN TO BE ACCURATE, BUT MAKES NO REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE INFORMATION OR ABOUT THE FITNESS OF CONTENTS HEREIN FOR EITHER GENERAL OR PARTICULAR PURPOSES. PERSONS REVIEWING THIS SDS SHOULD MAKE THEIR OWN DETERMINATION AS TO THE MATERIAL'S SUITABILITY AND COMPLETENESS FOR USE IN THEIR PARTICULAR APPLICATIONS.



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ATTACHMENT

#2

MATERIAL SAFETY DATA SHEET



Jet A Aviation Fuel

Version 2.0

Revision Date 2013-05-10

SECTION 1: Identification of the substance/mixture and of the company/undertaking

Product information

Trade name : Jet A Aviation Fuel
Material : 1102484, 1103429, 1102481, 1103418, 1102485, 1102483,
1102482, 1024254, 1024255, 1024256, 1024257, 1104981,
1104992

Use : Fuel

Company : Specialty Chemicals
10001 Six Pines Drive
The Woodlands, TX 77380

Emergency telephone:

Health:

866.442.9628 (North America)
1.832.813.4984 (International)

Transport:

North America: CHEMTREC 800.424.9300 or 703.527.3887
Asia: +800 CHEMCALL (+800 2436 2255)
EUROPE: BIG +32.14.584545 (phone) or +32.14583516 (telefax)
South America SOS-Cotec Inside Brazil: 0800.111.767 Outside Brazil: +55.19.3467.1600

Responsible Department : Product Safety and Toxicology Group
E-mail address : MSDS@CPChem.com
Website : www.CPChem.com

SECTION 2: Hazards identification

Emergency Overview

Form: Liquid **Physical state:** Liquid **Color:** Clear light yellow
OSHA Hazards : Carcinogen, Harmful by ingestion., Aspiration hazard, Delayed target organ effects

GHS Classification

: Flammable liquids, Category 3
Skin irritation, Category 2
Carcinogenicity, Category 2
Specific target organ systemic toxicity - single exposure, Category 3
Specific target organ systemic toxicity - repeated exposure, Category 1, Eyes, Blood
Aspiration hazard, Category 1
Acute aquatic toxicity, Category 2
Chronic aquatic toxicity, Category 2

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GHS-Labeling

Symbol(s)



Signal Word

: Danger

Hazard Statements

: H226: Flammable liquid and vapor.
 H304: May be fatal if swallowed and enters airways.
 H315: Causes skin irritation.
 H336: May cause drowsiness or dizziness.
 H351: Suspected of causing cancer.
 H372: Causes damage to organs (Eyes, Blood) through prolonged or repeated exposure.
 H411: Toxic to aquatic life with long lasting effects.

Precautionary Statements

: **Prevention:**
 P201: Obtain special instructions before use.
 P202: Do not handle until all safety precautions have been read and understood.
 P210: Keep away from heat/sparks/open flames/hot surfaces. - No smoking.
 P233: Keep container tightly closed.
 P240: Ground/bond container and receiving equipment.
 P241: Use explosion-proof electrical/ ventilating/ lighting/ equipment.
 P242: Use only non-sparking tools.
 P243: Take precautionary measures against static discharge.
 P260: Do not breathe dust/fume/gas/mist/vapor/spray.
 P264: Wash skin thoroughly after handling.
 P270: Do not eat, drink or smoke when using this product.
 P271: Use only outdoors or in a well-ventilated area.
 P273: Avoid release to the environment.
 P280: Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
 P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/ physician.
 P303 + P361 + P353: IF ON SKIN (or hair): Remove/ Take off immediately all contaminated clothing. Rinse skin with water/ shower.
 P304 + P340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
 P308 + P313: IF exposed or concerned: Get medical advice/ attention.
 P321: Specific treatment (see supplemental first aid instructions on this label).
 P331: Do NOT induce vomiting.
 P332 + P313: If skin irritation occurs: Get medical advice/ attention.
 P362: Take off contaminated clothing and wash before reuse.
 P370 + P378: In case of fire: Use dry sand, dry chemical or alcohol-resistant foam for extinction.
 P391: Collect spillage.
Storage:
 P403 + P233: Store in a well-ventilated place. Keep container tightly closed.
 P403 + P235: Store in a well-ventilated place. Keep cool.

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P405: Store locked up.

Disposal:

P501: Dispose of contents/ container to an approved waste disposal plant.

Carcinogenicity:**IARC**

Group 2B: Possibly carcinogenic to humans

Naphthalene 91-20-3

NTP

Reasonably anticipated to be a human carcinogen

Naphthalene 91-20-3

ACGIH

Confirmed animal carcinogen with unknown relevance to humans

Kerosene C9-C16 8008-20-6

SECTION 3: Composition/information on ingredients

Synonyms : Aviation Turbine Fuel A
Kerosene Turbine Fuel
Kerosene
Jet A-1 Fuel
Jet A Fuel

Molecular formula : UVCB

| Component | CAS-No. | Weight % |
|-----------------|-----------|----------|
| Kerosene C9-C16 | 8008-20-6 | 100 |
| Naphthalene | 91-20-3 | 0 - 3 |

SECTION 4: First aid measures

General advice : Move out of dangerous area. Show this material safety data sheet to the doctor in attendance. Material may produce a serious, potentially fatal pneumonia if swallowed or vomited.

If inhaled : Consult a physician after significant exposure. If unconscious place in recovery position and seek medical advice.

In case of skin contact : If skin irritation persists, call a physician. If on skin, rinse well with water. If on clothes, remove clothes.

In case of eye contact : Flush eyes with water as a precaution. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist.

If swallowed : Keep respiratory tract clear. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital. Keep respiratory tract clear. Do NOT induce vomiting. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

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SECTION 5: Firefighting measures

| | | |
|--|---|--|
| Flash point | : | 37.8 °C (100.0 °F) |
| Autoignition temperature | : | 210 °C (410 °F) |
| Suitable extinguishing media | : | Alcohol-resistant foam. Carbon dioxide (CO ₂). Dry chemical. |
| Unsuitable extinguishing media | : | High volume water jet. |
| Specific hazards during fire fighting | : | Do not allow run-off from fire fighting to enter drains or water courses. |
| Special protective equipment for fire-fighters | : | Wear self contained breathing apparatus for fire fighting if necessary. |
| Further information | : | Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. For safety reasons in case of fire, cans should be stored separately in closed containments. Use a water spray to cool fully closed containers. |
| Fire and explosion protection | : | Do not spray on an open flame or any other incandescent material. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors). Keep away from open flames, hot surfaces and sources of ignition. |
| Hazardous decomposition products | : | Hydrocarbons. Carbon oxides. |

SECTION 6: Accidental release measures

| | | |
|---------------------------|---|---|
| Personal precautions | : | Use personal protective equipment. Ensure adequate ventilation. Remove all sources of ignition. Evacuate personnel to safe areas. Beware of vapors accumulating to form explosive concentrations. Vapors can accumulate in low areas. |
| Environmental precautions | : | Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods for cleaning up | : | Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13). |

SECTION 7: Handling and storage**Handling**

Jet A Aviation Fuel

Version 2.0

Revision Date 2013-05-10

Advice on safe handling : Avoid formation of aerosol. Do not breathe vapors/dust. Avoid exposure - obtain special instructions before use. Avoid contact with skin and eyes. For personal protection see section 8. Smoking, eating and drinking should be prohibited in the application area. Take precautionary measures against static discharges. Provide sufficient air exchange and/or exhaust in work rooms. Open drum carefully as content may be under pressure. Dispose of rinse water in accordance with local and national regulations.

Advice on protection against fire and explosion : Do not spray on an open flame or any other incandescent material. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors). Keep away from open flames, hot surfaces and sources of ignition.

Storage

Requirements for storage areas and containers : No smoking. Keep container tightly closed in a dry and well-ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Observe label precautions. Electrical installations / working materials must comply with the technological safety standards.

SECTION 8: Exposure controls/personal protection

Ingredients with workplace control parameters

US

| Ingredients | Basis | Value | Control parameters | Note |
|-----------------|------------|-------|----------------------|----------------------|
| Kerosene C9-C16 | ACGIH | TWA | 200 mg/m3 | P, A3, Skin, varies, |
| | NIOSH REL | TWA | 100 mg/m3 | |
| | OSHA Z-1 | TWA | 500 ppm, 2,000 mg/m3 | |
| Naphthalene | OSHA Z-1-A | TWA | 400 ppm, 1,600 mg/m3 | (b), |
| | ACGIH | TWA | 10 ppm, | A4, Skin, |
| | ACGIH | STEL | 15 ppm, | A4, Skin, |
| | OSHA Z-1 | TWA | 10 ppm, 50 mg/m3 | (b), |
| | OSHA Z-1-A | TWA | 10 ppm, 50 mg/m3 | |
| | OSHA Z-1-A | STEL | 15 ppm, 75 mg/m3 | |

- (b) The value in mg/m3 is approximate.
- A3 Confirmed animal carcinogen with unknown relevance to humans
- A4 Not classifiable as a human carcinogen
- P Application restricted to conditions in which there are negligible aerosol exposures
- Skin Danger of cutaneous absorption
- varies varies

Immediately Dangerous to Life or Health Concentrations (IDLH)

| Substance name | CAS-No. | Control parameters | Update |
|----------------|---------|--|------------|
| Naphthalene | 91-20-3 | Immediately Dangerous to Life or Health Concentration Value 250 parts per million | 1995-03-01 |

Engineering measures

Adequate ventilation to control airborne concentrations below the exposure guidelines/limits. Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

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Personal protective equipment

- Respiratory protection** : Wear a supplied-air NIOSH approved respirator unless ventilation or other engineering controls are adequate to maintain minimal oxygen content of 19.5% by volume under normal atmospheric pressure. Wear a NIOSH approved respirator that provides protection when working with this material if exposure to harmful levels of airborne material may occur, such as: Air-Purifying Respirator for Organic Vapors. Use a positive pressure, air-supplying respirator if there is potential for uncontrolled release, exposure levels are not known, or other circumstances where air-purifying respirators may not provide adequate protection.
- Hand protection** : The suitability for a specific workplace should be discussed with the producers of the protective gloves. Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time. Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough.
- Eye protection** : Eye wash bottle with pure water. Tightly fitting safety goggles.
- Skin and body protection** : Choose body protection in relation to its type, to the concentration and amount of dangerous substances, and to the specific work-place. Wear as appropriate: Flame retardant antistatic protective clothing. Workers should wear antistatic footwear.
- Hygiene measures** : When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9: Physical and chemical properties**Information on basic physical and chemical properties****Appearance**

- Form** : Liquid
Physical state : Liquid
Color : Clear light yellow

Safety data

- Flash point** : 37.8 °C (100.0 °F)
Lower explosion limit : 0.6 %(V)
Upper explosion limit : 4.7 %(V)
- Oxidizing properties** : no
Autoignition temperature : 210 °C (410 °F)
Molecular formula : UVCB

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| | |
|--|-------------------------------|
| Molecular Weight | : Not applicable |
| pH | : Not applicable |
| Pour point | : No data available |
| Boiling point/boiling range | : 149 - 300 °C (300 - 572 °F) |
| Vapor pressure | : 0.40 MMHG |
| Relative density | : 0.775, 20 °C(68 °F) |
| Density | : 806.5 g/l |
| Water solubility | : Negligible |
| Partition coefficient: n-octanol/water | : No data available |
| Viscosity, kinematic | : 1.5 cSt at 20 °C (68 °F) |
| Relative vapor density | : 4.5 (Air = 1.0) |
| Evaporation rate | : 1 |
| Percent volatile | : > 99 % |

SECTION 10: Stability and reactivity

Chemical stability : This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Possibility of hazardous reactions

Conditions to avoid : Heat, flames and sparks.

Materials to avoid : May react with oxygen and strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Other data : No decomposition if stored and applied as directed.

SECTION 11: Toxicological information

Jet A Aviation Fuel

Acute oral toxicity : LD50: > 5,000 mg/kg
Species: rat

Acute inhalation toxicity

Kerosene C9-C16 : LC50: > 5.28 mg/l
Exposure time: 4 h
Species: rat

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Naphthalene LC50: >0.38 mg/m³ Exposure time: 4 h

Acute dermal toxicity

Kerosene C9-C16 : LD50: > 2,000 mg/kg
Species: rabbit

Naphthalene LD50: > 2,000 mg/kg
Species: rabbit

**Jet A Aviation Fuel
Skin irritation**

: May cause skin irritation in susceptible persons.

**Jet A Aviation Fuel
Eye irritation**

: Vapors may cause irritation to the eyes, respiratory system and the skin.

**Jet A Aviation Fuel
Sensitization**

: No adverse effects expected.

Repeated dose toxicity

Kerosene C9-C16 : Species: rabbit
Application Route: Dermal
Dose: 0, 200, 1000, 2000 mg/kg
Exposure time: 28 day
Number of exposures: 3 times/wk
Lowest observable effect level: 1,000 mg/kg

Carcinogenicity

Kerosene C9-C16 : Species: mouse
Dose: 0, 28.5, 50, 100%
Exposure time: 104 wks
Number of exposures: 2, 4, or 7 times/wk
Remarks: Weak dermal carcinogen

Naphthalene

Species: mouse
Sex: male
Dose: 10, 30 ppm
Exposure time: 105 weeks
Number of exposures: 6 hours/day, 5 days/week
Test substance: yes
Print Date: No information available.
Remarks: No evidence of carcinogenicity

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Species: mouse
 Sex: female
 Dose: 10, 30 ppm
 Exposure time: 105 weeks
 Number of exposures: 6 hours/day, 5 days/week
 Test substance: yes
 Print Date: No information available.
 Remarks: increased incidence of alveolar/bronchiolar adenomas

Species: rat
 Sex: male and female
 Dose: 10, 30, 60 ppm
 Exposure time: 105 weeks
 Number of exposures: 6 hours/day, 5 days/week
 Test substance: yes
 Print Date: No information available.
 Remarks: nose respiratory epithelial adenoma, increased incidence of olfactory neuroblastomas

Teratogenicity

Kerosene C9-C16

: Species: rat
 Application Route: Inhalation
 Dose: 0, 106, 364 ppm
 Exposure time: 6 hrs/d
 Test period: GD 6-15
 NOAEL Teratogenicity: 364 ppm
 NOAEL Maternal: 364 ppm

Naphthalene

Species: rabbit
 Application Route: oral gavage
 Dose: 40, 200, 400 mg/kg
 Test period: 29 d, GD 6-18
 NOAEL Teratogenicity: 400 mg/kg

**Jet A Aviation Fuel
Aspiration toxicity**

: May be fatal if swallowed and enters airways.
 Substances known to cause human aspiration toxicity hazards or to be regarded as if they cause human aspiration toxicity hazard.

**Jet A Aviation Fuel
Further information**

: Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting. Concentrations substantially above the TLV value may cause narcotic effects. Solvents may degrease the skin.

SECTION 12: Ecological information**Toxicity to fish**

Kerosene C9-C16

: LL50: 2 - 5 mg/l
 Exposure time: 96 h
 Species: *Oncorhynchus mykiss* (rainbow trout)
 Method: OECD Test Guideline 203

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Naphthalene LC50: 3.2 mg/l
 Exposure time: 96 h
 Species: Pimephales promelas (fathead minnow)

Toxicity to daphnia and other aquatic invertebrates

Kerosene C9-C16 : EL50: 1.4 mg/l
 Exposure time: 48 h
 Species: Daphnia magna (Water flea)
 Method: OECD Test Guideline 202

Naphthalene LC50: 2.16 mg/l
 Exposure time: 48 h
 Species: Daphnia magna (Water flea)

Toxicity to algae

Kerosene C9-C16 : EL50: 1 - 3 mg/l
 Exposure time: 72 h
 Species: Raphidocellus subcapitata (algae)
 Method: OECD Test Guideline 201

Naphthalene EC50: 2.96 mg/l
 Exposure time: 48 h
 Species: Selenastrum capricornutum (algae)

Elimination information (persistence and degradability)

Biodegradability : Expected to be ultimately biodegradable

Additional ecological information : Toxic to aquatic life with long lasting effects.

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
 Toxic to aquatic life with long lasting effects.

SECTION 13: Disposal considerations

The information in this MSDS pertains only to the product as shipped.

Use material for its intended purpose or recycle if possible. This material, if it must be discarded, may meet the criteria of a hazardous waste as defined by US EPA under RCRA (40 CFR 261) or other State and local regulations. Measurement of certain physical properties and analysis for regulated components may be necessary to make a correct determination. If this material is classified as a hazardous waste, federal law requires disposal at a licensed hazardous waste disposal facility.

Product : The product should not be allowed to enter drains, water courses or the soil. Do not contaminate ponds, waterways or ditches with chemical or used container. Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents. Dispose of as unused product. Do not re-use empty containers. Do not burn, or use a cutting torch on, the empty drum.

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SECTION 14: Transport information

The shipping descriptions shown here are for bulk shipments only, and may not apply to shipments in non-bulk packages (see regulatory definition).

Consult the appropriate domestic or international mode-specific and quantity-specific Dangerous Goods Regulations for additional shipping description requirements (e.g., technical name or names, etc.) Therefore, the information shown here, may not always agree with the bill of lading shipping description for the material. Flashpoints for the material may vary slightly between the MSDS and the bill of lading.

US DOT (UNITED STATES DEPARTMENT OF TRANSPORTATION)

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III

IMO / IMDG (INTERNATIONAL MARITIME DANGEROUS GOODS)

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III, (37.8 °C)

IATA (INTERNATIONAL AIR TRANSPORT ASSOCIATION)

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III

ADR (AGREEMENT ON DANGEROUS GOODS BY ROAD (EUROPE))

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III, (D/E)

RID (REGULATIONS CONCERNING THE INTERNATIONAL TRANSPORT OF DANGEROUS GOODS (EUROPE))

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III

ADN (EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY INLAND WATERWAYS)

UN1863, FUEL, AVIATION, TURBINE ENGINE, 3, III

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

SECTION 15: Regulatory information**National legislation**

SARA 311/312 Hazards : Acute Health Hazard
Chronic Health Hazard

EPCRA - EMERGENCY PLANNING COMMUNITY RIGHT - TO - KNOW

CERCLA Reportable Quantity : 3333 lbs

MSDS Number:100000014588

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Naphthalene

SARA 302 Reportable Quantity : This material does not contain any components with a SARA 302 RQ.

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

SARA 304 Reportable Quantity : This material does not contain any components with a section 304 EHS RQ.

SARA 313 Ingredients : The following components are subject to reporting levels established by SARA Title III, Section 313:

: Naphthalene - 91-20-3

Clean Air Act

Ozone-Depletion Potential : This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 12 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM/ Intermediate or Final VOC's (40 CFR 60.489).

US State Regulations

Pennsylvania Right To Know : Kerosene C9-C16 - 8008-20-6
Naphthalene - 91-20-3

New Jersey Right To Know : Kerosene C9-C16 - 8008-20-6
Naphthalene - 91-20-3

California Prop. 65 Ingredients : WARNING! This product contains a chemical known in the State of California to cause cancer.

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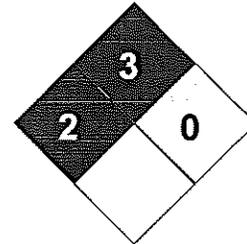
WARNING! This product contains a chemical known in the State of California to cause cancer.
Naphthalene 91-20-3

Notification status

- Europe REACH : This mixture contains only ingredients which have been subject to a pre-registration according to Regulation (EU) No. 1907/2006 (REACH).
- United States of America US.TSCA : On TSCA Inventory
- Canada DSL : All components of this product are on the Canadian DSL.
- Australia AICS : On the inventory, or in compliance with the inventory
- New Zealand NZIoC : On the inventory, or in compliance with the inventory
- Japan ENCS : On the inventory, or in compliance with the inventory
- Korea KECI : On the inventory, or in compliance with the inventory
- Philippines PICCS : On the inventory, or in compliance with the inventory
- China IECSC : On the inventory, or in compliance with the inventory

SECTION 16: Other information

NFPA Classification : Health Hazard: 2
Fire Hazard: 3
Reactivity Hazard: 0



Further information

Legacy MSDS Number : 1975

Significant changes since the last version are highlighted in the margin. This version replaces all previous versions.

The information in this MSDS pertains only to the product as shipped.

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be 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.

| Key or legend to abbreviations and acronyms used in the safety data sheet | | | |
|---|---|-------|--------------------------------------|
| ACGIH | American Conference of Government Industrial Hygienists | LD50 | Lethal Dose 50% |
| AICS | Australia, Inventory of Chemical Substances | LOAEL | Lowest Observed Adverse Effect Level |
| DSL | Canada, Domestic Substances List | NFPA | National Fire Protection Agency |

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| | | | |
|--------|--|-------|--|
| NDSL | Canada, Non-Domestic Substances List | NIOSH | National Institute for Occupational Safety & Health |
| CNS | Central Nervous System | NTP | National Toxicology Program |
| CAS | Chemical Abstract Service | NZIoC | New Zealand Inventory of Chemicals |
| EC50 | Effective Concentration | NOAEL | No Observable Adverse Effect Level |
| EC50 | Effective Concentration 50% | NOEC | No Observed Effect Concentration |
| EGEST | EOSCA Generic Exposure Scenario Tool | OSHA | Occupational Safety & Health Administration |
| EOSCA | European Oilfield Specialty Chemicals Association | PEL | Permissible Exposure Limit |
| EINECS | European Inventory of Existing Chemical Substances | PICCS | Philippines Inventory of Commercial Chemical Substances |
| MAK | Germany Maximum Concentration Values | PRNT | Presumed Not Toxic |
| GHS | Globally Harmonized System | RCRA | Resource Conservation Recovery Act |
| >= | Greater Than or Equal To | STEL | Short-term Exposure Limit |
| IC50 | Inhibition Concentration 50% | SARA | Superfund Amendments and Reauthorization Act. |
| IARC | International Agency for Research on Cancer | TLV | Threshold Limit Value |
| IECSC | Inventory of Existing Chemical Substances in China | TWA | Time Weighted Average |
| ENCS | Japan, Inventory of Existing and New Chemical Substances | TSCA | Toxic Substance Control Act |
| KECI | Korea, Existing Chemical Inventory | UVCB | Unknown or Variable Composition, Complex Reaction Products, and Biological Materials |
| <= | Less Than or Equal To | WHMIS | Workplace Hazardous Materials Information System |
| LC50 | Lethal Concentration 50% | | |



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1790
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8519-ES
 Page 1 of 2

| QUAN. | UNIT PRICE | TOTAL |
|---|--|-------|
| ***** | | |
| NOTE TO ALL BIDDERS | | |
| <p>IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SPECIFICATION (IF APPLICABLE), VENDOR MUST SUBMIT WITH BID TWO (2) SETS OF DESCRIPTIVE LITERATURE OR <u>YOUR BID MAY NOT BE CONSIDERED.</u></p> | | |
| <p>Bids shall be held firm for 120 days after bid opening date and time.</p> | | |
| <p>Further, prices shall be held fixed for one year from date of award.</p> | | |
| <p>Quantities listed are estimates, actual orders may vary more or less than indicated.</p> | | |
| ***** | | |
| GROUP I – Recycled (Reclaimed) Jet-A Aviation Fuel | | |
| <p>1. Recycled Jet-A Aviation Fuel 50,000 gal. (Recycled/Reclaimed Only)</p> | <p>\$ _____ \$ _____</p> | |
| <p>TOTAL OF GROUP I:</p> | <p>\$ _____</p> | |
| <p>Prices will remain fixed for 12 months.</p> | <u>YOU MUST CHECK ONE</u> | |
| | <p>_____ / _____ / _____ Compliance Exception</p> | |

FIRM NAME _____
SIGNATURE _____ / ____ / ____
TITLE _____ DATE



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1790
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8519-ES
 Page 2 of 2

QUAN.

UNIT PRICE

TOTAL

EXTENSIONS, TOTALS AND GRAND TOTAL, IF APPLICABLE, SHALL BE ENTERED IN SPACES PROVIDED. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.

DELIVERY MAY BE A FACTOR IN AWARD. PLEASE STATE DELIVERY SCHEDULE IN SPACE PROVIDED BELOW. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.

TERMS: BIDDERS ARE REQUESTED TO QUOTE NET PRICES. NET PRICES ARE LIST PRICES LESS TRADE OR OTHER DISCOUNTS OFFERED, EXCEPT CASH DISCOUNTS. IF A CASH DISCOUNT IS OFFERED, IT MUST BE CLEARLY SHOWN IN THE SPACE PROVIDED BELOW. IN ORDER FOR YOUR CASH DISCOUNT TO BE CONSIDERED IN THE BID EVALUATION PROCESS, THE DISCOUNT PERIOD SHALL BE A MINIMUM OF THIRTY DAYS. ANY DISCOUNT PERIOD OFFERED OF LESS THAN THIRTY DAYS WILL NOT BE CONSIDERED IN THE BID EVALUATION PROCESS. ALL DISCOUNTS OFFERED WILL BE TAKEN IF EARNED. TIME WILL BE COMPUTED FROM THE DATE OF ACCEPTANCE AT DESTINATION OR FROM DATE A CORRECT INVOICE IS RECEIVED IF THE LATTER DATE IS LATER THAN THE DATE OF ACCEPTANCE.

 Upon request, a copy of the bid tabulation will be made available at a cost of \$.10 per page.

 IF FEDERAL EXCISE TAX APPLIES, SHOW AMOUNT OF SAME WHICH HAS ALREADY BEEN DEDUCTED IN DETERMINING YOUR NET PRICE. THE CITY IS ALSO EXEMPT FROM STATE AND LOCAL SALES TAX (UNLESS THIS AMOUNT IS SHOWN, TAX EXEMPTION CERTIFICATE CANNOT BE ISSUED AND VENDOR WILL BE RESPONSIBLE FOR PAYMENT OF TAX ON NET PRICE QUOTED).

TERMS

_____ % _____ 30 Days

DELIVERY: Time Required for Delivery After Receipt Order

_____ Days

FIRM NAME _____

SIGNATURE _____

TITLE _____

_____/_____/_____
 DATE