

**PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 4 OF A POSSIBLE 4
(Bid No. 12-13-102)**

Pricing submitted by DPC Industries, Inc. (Contractor) in response to the City of Las Cruces Bid No. 12-13-102, to include price increase effective October 1, 2015 by \$0.0375/lb for all chlorine package sizes, is hereby agreed to renew for a period of one (1) year, to begin October 11, 2015 and terminate October 10, 2016. All other terms/conditions of the Bid related to this extension agreement remain the same.

AGREED:

DPC INDUSTRIES, INC.

CITY OF LAS CRUCES

Deb Smith

Signature

Arian Moss

Date

9/25/15

Deb Smith

Purchasing Manager

Date 9-25-15

Printed Name/Title

Arian Moss
District Sales Manager

**PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF A POSSIBLE 4
(Bid No. 12-13-102)**

Pricing submitted by DPC Industries, Inc. (Contractor) in response to the City of Las Cruces Bid No. 12-13-102 is hereby agreed to renew for a period of one (1) year, to begin October 11, 2014 and terminate October 10, 2015. All other terms/conditions of the Bid related to this extension agreement remain the same.

AGREED:

DPC INDUSTRIES, INC.

CITY OF LAS CRUCES

Hubert A. Tilley 10/7/2014
Signature Date

Karen Medina 10/7/14
Karen Medina Date
Purchasing Manager

HUBERT A. TILLEY, Account Manager

Printed Name/Title

PRICE AGREEMENT
ANNUAL EXTENSION – Year 2 of a possible 4
(Original BID No. 12-13-102)

Pricing submitted by DPC Industries, Inc. (Contractor) in response to the City of Las Cruces BID No. 12-13-102 is hereby agreed to renew for a period of one (1) year, to begin October 11, 2013 and terminate October 10, 2014. All other terms/conditions of the BID related to this extension agreement remain the same.

AGREED:

DPC INDUSTRIES, INC.

CITY OF LAS CRUCES



10/16/13



10/16/13

Signature

Date

Robert Telles

Date

Purchasing Manager

ALAN MOSS / District Sales Manager
Printed Name/Title

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
One-Ton Chlorine (CL₂) Containers Price Agreement	12-13-102	August 23, 2012 / 9:00 am

Bid Submitted by: DPC INDUSTRIES, INC.
 (Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:
<http://www/Departments/Financial%20Services/Services/Purchasing.aspx>

- a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code. Respondents are advised, however, that there are sections within Section 24-100 that are currently not consistent with the state statutes and such sections will be waived for purpose of bid evaluation and award.
- b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
- c) The application of preferences shall not be combined to exceed five percent (5%).
- d) Whenever federal funds are involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.

- e) **DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.**
 - f) Bidder agrees to comply with all City, State and Federal rules and regulations.
 - g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.
- 2) Bids must:
- a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
 - b) be complete with required information.
 - c) be signed by an authorized representative.
 - d) be submitted separately and labeled as such when submitting more than one bid.
 - e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
 - f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
 - g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
 - h) be mailed, hand delivered, or faxed to:

<u>MAIL:</u>	<u>HAND DELIVER:</u>	<u>FAX:</u>
City of Las Cruces Purchasing Section P.O. Box 20000 Las Cruces, NM 88004	City of Las Cruces Purchasing Section 700 North Main, Room 3134 Las Cruces, NM 88001	City of Las Cruces Purchasing Section 575-541-2515

When submitting a bid via fax:

- FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. **No pricing is to be shown on this page.**
 - If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. **Note:** The City is not responsible for ensuring that a complete faxed bid is received.
- i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

- 3) Pricing shall:

- a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed

- b) exclude any applicable taxes.
- c) be effective for 45 days.
- 4) Questions:
 - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
 - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
 - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
 - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
 - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
 - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
 - a) determine responsible bidders and responsive bids.
 - b) accept and award compliant bids based on the lowest:
 - i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
 - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
 - d) negotiate an extension of effective price dates.
 - e) change the quantity of bid items within their effective price date.
 - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
 - a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@las-cruces.org
 - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. '0' is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 4-5 days (Weekly Delivery)

Pricing for this bid is effective through 8/31/2013 (price agreements are effective for one year from date of award)

NM Tax & Revenue Dept. CRS # 02-131741-000

Current NM Public Regulatory Commission Registration # 1430586 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

NM Resident Certificate from NM Tax and Revenue Department enclosed Yes No

Fed I.D. 75-148-1408 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

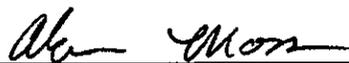
Typed or Printed Name of Authorized Representative & Title:

DPC INDUSTRIES, IMC.

Alan Moss, sales Manager

P.O. 9155AMF

ALBUQUERQUE, NEW MEXICO 87119-9155


Signature

8/20/12
Date

505-877-3883

Phone 505-877-1433

amos@dxgroup.com

Fax

Email

PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT.** The contract resulting from the acceptance of this purchase order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to the City which exceeds purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS.** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from another source in time to meet scheduled deliveries.
4. **CANCELLATION.** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from the City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, the City shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of material, service or construction not previously paid for.
 - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to the City's inspection and rejection. Defective material or material not in accordance to the City's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
 6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.
 7. **WARRANTY.** Seller is responsible for including product warranty documentation with shipment.
 8. **REMEDIES.** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

City of Las Cruces NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- Specifications – Restrictive, unclear, specialty item, etc.
- Manufacturing – Unique item, production time for model or item has expired, etc.
- Bid Time – Insufficient time to properly bid.
- Delivery Time – Specified delivery time cannot be met.
- Payment – Delay in payment process.
- Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

COMPANY NAME & ADDRESS:

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

Phone

Fax

Signature Date

Email

**CITY OF LAS CRUCES
One-Ton Chlorine (CL₂) Containers Price Agreement**

BID ITEMS

ITEM	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
1.	One-Ton Chlorine (CL ₂) Containers	70	CANEXUS	\$758.00Ea.	\$53,060.00

F.O.B. - Destination, Prepaid Full Freight Allowed. (Hazmat Fee Included)

The successful respondent awarded a contract as a result of this selection process may extend the same terms and conditions of the contract to other governmental entities pursuant to the governing laws of those entities with condition that the City of Las Cruces shall not have any liability as a result of such extension.

PRICE CHANGES:

This offer will be considered for price changes under the following conditions:

1. The offeror shall provide written notice of any requested price changes which become effective upon written acceptance by the City Purchasing Section.
2. All invoices from the supplier to the offeror shall be subject to auditing by the City of Las Cruces and furnished without delay by the offeror.
3. All approved price changes resulting from this section shall be firm for a period of 90 calendar days after acceptance in writing by the City.
4. The offeror shall be limited to a maximum of two price escalations per contract period unless otherwise agreed to by the City.

PRICE DECREASES:

If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

PRICE INCREASES:

1. All requests for price increases shall be accompanied by a certified letter from the offeror's supplier showing the cost increase to the offeror.
2. The City reserves the right to cancel a contract resulting from this request and solicit a new contract if the requested price increase is above the current open market price for the same commodity. Cancellation of the contract shall not affect any outstanding orders.

CITY OF LAS CRUCES
One-Ton Chlorine (CL₂) Containers Price Agreement

I. INTRODUCTION

The City of Las Cruces is soliciting bids from qualified firms for One-Ton Chlorine (CL₂) Containers. The price agreement will be for a four year term.

II. SCOPE

- A. The successful bidder shall supply an estimated annual usage of 70 full containers of chlorine at the Jacob Hands Wastewater Treatment Plant. Actual container usage may be more or less. The City will be billed only for actual chlorine requested and delivered.
- B. This will be an annual pricing agreement, which will be for one year beginning on the date of award with three, one-year renewable options to be initiated by the City.
- C. There shall be a sixty-day free loan of all containers. After the loan period expires, demurrage will be charged at \$ N/A per day or N/A.
- D. The City is anticipating using an estimated average of one container every week. The supplier will be required to replace empty containers as requested by the City. Plant personnel will tag empty containers. The delivery schedule can be negotiated to suit the needs of the City and if possible, the supplier.
- E. The supplier will be responsible for loading and unloading containers during delivery, using supplier-furnished equipment.
- F. All containers and valves will be delivered in operable conditions. Containers or equipment determined to be inoperable by the City will be replaced at no cost to the City.
- G. The supplier will be liable for damages incurred due to faulty or improperly filled cylinders.
- H. Supplier will provide at least two hours of training on safe handling and regulatory compliance of chlorine within two months after commencement of the contract. This training will be videotaped in DVD format by the supplier, and provided to the City.

LAS CRUCES IN-CITY LOCAL PREFERENCE CERTIFICATION FORM

Business Name: _____

Business Location:

Street: _____

City: _____

Zip Code: _____

Current City of Las Cruces Business Registration number: _____

Expiration date: _____

Business Type:

____ Corporation – Indicate state of incorporation: State: _____

____ Partnership – Indicate "general" or "limited": _____

____ Sole Proprietorship

____ Individual

Basis for Preference: (CHECK ONE ONLY)

____ Ten (10) or more of the business' employees are residents of the City or 25% or more of the business' employees are residents of the City, whichever is greater.

____ The business is a corporation with 25% of its employees being residents of the City.

____ The business is a partnership with residents of the City owning a majority beneficial interest in the partnership.

____ The business is a sole proprietorship owned by a resident of the City.

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

THIS FORM IS REQUIRED WITH THE BID TO OBTAIN LOCAL PREFERENCE

NEW MEXICO IN-STATE PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended during the 2011 Special Legislative Session, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

Also, until such time that changes to relevant City Procurement Code sections are adopted by the City Council, current sections within the City Procurement Code that are not consistent with the above amended statute are deemed contrary to law and waived for purpose of bid/proposal evaluation and award.

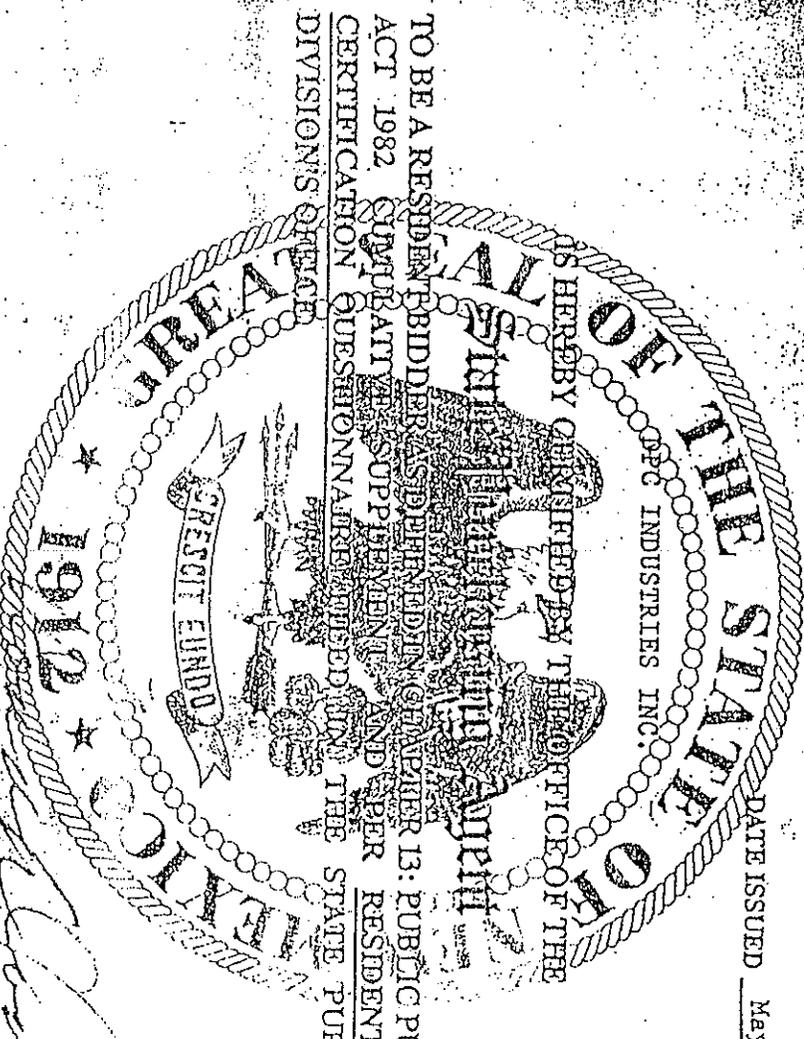
PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

SPD725(7/83)

CERTIFICATION NO. SPD 33R07

DATE ISSUED May 18, 1990



TO BE A RESIDENT BIDDER AS DEFINED IN CHAPTER 13: PUBLIC PURCHASES
 ACT 1982 SUPPLEMENTAL SUPPLEMENT AND PER RESIDENT BIDDER
 CERTIFICATION QUESTIONNAIRE ISSUED BY THE STATE PURCHASING
 DIVISION'S OFFICE

STATE PURCHASING AGENT

[Handwritten signature]



NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, August 20, 2012** at 12:15 a.m. Eastern Time. Please contact [NSF International](http://www.nsf.org) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://www.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=DPC&Product Function=Disinfection+%26+Oxidation&Plant State=New+Mexico+NM&](http://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=DPC&ProductFunction=Disinfection+%26+Oxidation&PlantState=New+Mexico+NM&)

NSF/ANSI STANDARD 60 Drinking Water Treatment Chemicals - Health Effects

DPC Industries, Inc.

300 Jackson Hill
P.O. Box 130410
Houston, TX 77219-0410
United States
281-457-4888
[Visit this company's website](#)

Facility : Albuquerque, NM

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hypochlorite[CL]

Trade Designation

Dixichlor

Dixichlor Max

Sodium Hypochlorite 10%

Sodium Hypochlorite 12.5%

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

105 mg/L

84 mg/L

105 mg/L

84 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Number of matching Manufacturers is 1

Number of matching Products is 5

Processing time was 0 seconds

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Certificate Of Analysis



CCCLP- North Vancouver
 Canexus Chemicals Canada LP
 100 Amherst Avenue
 North Vancouver BC V7H 1S4
 T 604-929-1107 F 604-929-7600
 WWW.CANEXUS.CA

To: DPC Industries
 3501 Second Street SW
 ALBUQUERQUE NM 87105
 USA

Delivery Number :80151677
 Carrier :THE BURLINGTON NORTHERN AND
 :SANTA FE
 Shipment Number :163577
 Date Shipped :07/28/2012
 Vehicle :TILX601153
 Customer P.O. :7074-103684
 Ship-to Location :Albuquerque
 Quantity Shipped :179,650 LB

Attention: Tony Garzone

Material: Liquid Chlorine

The material furnished under this Certificate of Analysis conforms to the specification below as determined by historical data. The most recent complete liquid chlorine railcar analysis result is also provided as per the customer's request.

Batch: 0000173115 / Quantity: 89.825 ST

Parameter	Unit	Test Result	Specification	
			Min	Max
Chlorine (Cl ₂)	%	99.8	99.5	
Moisture	ppm	28		50
Chloroform (CHCl ₃)	ppm	< 1		50
Carbon Tetrachloride (CCl ₄)	ppm	< 0.5		15.0
Non Volatile Residue	ppm	22		50
Bromine (Br)	ppm	< 2		25
Nitrogen Trichloride (NCl ₃)	ppm	0.3		5.0

ppm is equivalent to mg/Kg
 % is equivalent to % by Volume

Q Analysis Based on Shipment/Batch Sample
 A Calculated Value
 I Most Recent Analysis Prior to Shipment
 Values with "<" indicate less than method detection limit.

SIGNATURE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2012-2015**

Registrant: DPC INDUSTRIES INC
Attn: CHARLCYE SELLS
PO BOX 130468
HOUSTON, TX 77219-0468

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 052112 005 009UW Issued: 05/22/2012 Expires: 06/30/2015

HM Company ID: 001178

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Material Safety Data Sheet

Provided by:
DPC Industries, Inc. DX Systems Company
DPC Enterprises, LP DX Terminals
DXI Industries, Inc.

PO Box 24600
Houston, Tx 77229-4600
281-457-4888
888-647-7717
www.dxgroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name CHLORINE

Synonyms NONE

Chemical Name CHLORINE

Date of Issue: 10/1/00

Emergency phone: 281-457-4888

Reviewed / Revision Date: 01/05/10

Chemtrec: 800-424-9300

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
CHLORINE	> 99%	7782-50-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: 0.5 ppm

Eye Contact CONTACT MAY CAUSE EYE BURNS.

Skin Contact CONTACT MAY CAUSE BURNS AND TISSUE DESTRUCTION.

Ingestion NOT A LIKELY ROUTE OF EXPOSURE.

Inhalation COUGHING, BURNING, CHEST PAIN, VOMITING, HEADACHE, ANXIETY AND FEELING OF SUFFOCATION. SEVERE EXPOSURE MAY CAUSE PNEUMONITIS AND PULMONARY EDEMA.

Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY FLUSH EYES WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES WHILE HOLDING EYELIDS OPEN. GET MEDICAL ATTENTION.

Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES, WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.

Inhalation: REMOVE VICTIM TO FRESH AIR AND PROVIDE OXYGEN IF BREATHING IS DIFFICULT. GIVE ARTIFICIAL RESPIRATION IF NOT BREATHING. GET MEDICAL ATTENTION.

Ingestion: DO NOT INDUCE VOMITING. RINSE MOUTH WITH WATER. IF CONSCIOUS, GIVE LARGE QUANTITIES OF WATER OR MILK AND GET IMMEDIATE MEDICAL ATTENTION. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON!

SECTION 5 - FIRE FIGHTING MEASURES

Flash Point (°F) NOT APPLICABLE

Extinguishing Media USE MEDIA FOR SURROUNDING MATERIALS.

Special Firefighting Procedures/Precuations WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. AVOID BREATHING FUMES OR VAPORS. USE WATER TO COOL CONTAINERS BUT AVOID GETTING WATER INTO CONTAINERS. DOES NOT BURN, BUT IS A STRONG OXIDIZER AND SERIOUS FIRE RISK.

SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spill: EVACUATE UNNECESSARY PERSONNEL UPWIND OF SPILL AREA. CONTAIN LIQUIDS AND PREVENT DISCHARGES INTO WATERWAYS AND SEWERS. CONTROL OR STOP THE LOSS OF VOLATILE MATERIAL TO THE ATMOSPHERE. DO NOT APPLY WATER TO THE LEAK. REACTS WITH WATER TO FORM CORROSIVE, ACIDIC SOLUTION. CHLORINE CAN BE ABSORBED INTO AN ALKALI.

SECTION 7 - HANDLING AND STORAGE

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area, away from heat and incompatible materials. Protect containers from physical damage.

FOLLOW SAFETY PROCEDURES FOR CONTAINERS OF COMPRESSED GASES. PROVIDE SPECIAL TRAINING TO WORKERS HANDLING CHLORINE. LEAKS SHOULD BE STOPPED WITH PROMPTLY. VAPORS ARE HEAVIER THAN AIR. STORE IN WELL-VENTILATED AREA OF LOW FIRE POTENTIAL AND AWAY FROM INCOMPATIBLE MATERIALS. DO NOT USE STAINLESS STEEL EQUIPMENT. REGULARLY TEST AND INSPECT PIPING AND CONTAINMENT. HEATING COULD MELT PLUGS ON CYLINDERS AND TON CONTAINERS AND CAUSE SAFETY VALVES ON TANK CARS TO VENT, CAUSING LEAKS. MOISTURE (MORE THAN 150 PPM OF WATER) AND CHLORINE CAN FORM HYDROCHLORIC AND HYPOCHLOROUS ACIDS, WHICH ARE CORROSIVE. NEVER PLACE A LEAKING CONTAINER IN WATER OR SPRAY LEAKING CONTAINER WITH WATER. NEVER TAMPER WITH FUSIBLE PLUGS OR SAFETY DEVICES ON CONTAINERS; NEVER MANIFOLD CONTAINERS FROM LIQUID VALVES. THIS PRODUCT IS TOXIC TO FISH. KEEP OUT OF WATERWAYS AND SEWERS.

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS WHEN CONCENTRATIONS EXCEED PERMISSIBLE EXPOSURE LIMITS.

Ventilation LOCAL AND MECHANICAL RECOMMENDED.

Protective Gloves CHEMICAL IMPERVIOUS GLOVES.

Eye/Face Protection CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD.

Other Protection CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC. EMERGENCY SHOWER AND EYEWASH FACILITY SHOULD BE IN CLOSE PROXIMITY.

Work Practices USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F):	-29.3	Vapor Pressure (mmHg):	5830 (@ 20 C)
Freezing Point (°F):	-150	Vapor Density (Air=1):	2.49
Solubility (H₂O):	NEGLIGIBLE	Specific Gravity (H₂O=1):	1.4
pH	NOT APPLICABLE	Evaporation Rate:	NOT AVAILABLE
Appearance/Odor:	AMBER COLOR LIQUID. GREENISH-YELLOW GAS. PUNGENT IRRITATING ODOR.		

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability: YES

Incompatible Material: AVOID CONTACT WITH REDUCING AGENTS. KEEP AWAY FROM MATERIALS SUCH AS ACETYLENE, TURPENTINE & OTHER HYDROCARBONS, AMMONIA, HYDROGEN, ETHER, METALS, SULFUR, & ALUMINUM.

Hazardous Polymerization: WILL NOT OCCUR.

Decomposition Products: REACTS WITH HYDROGEN SULFIDE AND WATER FORMING HYDROCHLORIC ACID. COMBINES WITH CARBON MONOXIDE AND SULFUR DIOXIDE FORMING PHOSGENE AND SULFURYL CHLORIDE.

SECTION 11 - TOXICITY INFORMATION

LC50 (rat) = 293 ppm (1-HR), 690 ppm (30-MINUTE)
LC50 (mouse) = 70 ppm (4-HR), 137 ppm (1-HR)

