

**PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF A POSSIBLE 4
(Bid No. 14-15-003)**

Pricing submitted by DPC Industries, Inc. (Contractor) in response to the City of Las Cruces Bid No. 14-15-003 is hereby agreed to renew for a period of one (1) year, to begin August 14, 2015 and terminate August 13, 2016. All other terms/conditions of the Bid related to this extension agreement remain the same.

AGREED:

DPC INDUSTRIES, INC.

CITY OF LAS CRUCES

Alan Moss

8/10/15

Deb Smith

8/10/15

Signature

Date

Deb Smith

Date

Purchasing Manager

Alan Moss / District Sales Manager

Printed Name/Title



INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
Sulfur Dioxide Price Agreement	14-15-003	June 3, 2014 / 10:00a.m.

Bid Submitted by: DPC INDUSTRIES, INC.

(Company)

BIDDING CONDITIONS

Effective April 1, 2014, faxed bids will no longer be accepted.

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.las-cruces.org/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.
- 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 multiple preferences shall be limited to ten percent (10%).
- d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and 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 or hand delivered to:

MAIL:
City of Las Cruces
Purchasing Section
P.O. Box 20000
Las Cruces, NM 88004

HAND DELIVER:
City of Las Cruces
Purchasing Section
700 North Main, Room 3134
Las Cruces, NM 88001

- 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, 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 email or 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. 1, 2 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 3-4 days

Pricing for this bid is effective through 7/31/2015 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department CRS # 02-131741-00-0

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

Current CLC Business Registration # N/A (for businesses residing with Las Cruces city limits)

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

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

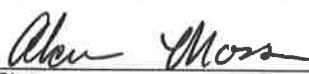
Fed I.D. 75-1481408 (mandatory for all respondents)

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:

DPC INDUSTRIES, INC.
P.O BOX 9155 AMF
ALBUQUERQUE, NM 87119-9155
(505) 877-3883
 Phone
(505) 877-1433
 Fax

ALAN MOSS, SALES MANAGER
 Typed or Printed Name of Authorized Representative & Title

 Signature 5/30/14
 Date
amos@dxgroup.com
 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:

Signature _____ Date _____

**CITY OF LAS CRUCES
Sulfur Dioxide Price Agreement**

I. INTRODUCTION

The City of Las Cruces is soliciting bids to enter into an indefinite quantity indefinite cost pricing agreement for the purchase of Sulfur Dioxide.

II. SCOPE OF SERVICES

Upon the date of award, the contract will be for a base period of one (1) year with the option to renew at the discretion of the City for three (3) additional one-year terms. The quantities listed are estimated usage only and will be ordered on an as needed basis.

The contract terms/conditions of the price agreement 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 of Las Cruces is not subject to any obligation or responsibility regarding such extension.

III. SPECIFICATIONS FOR ONE-TON SULFUR DIOXIDE (SO₂) CONTAINERS

1. The preferred bidder shall supply an estimated annual usage of 30 full containers of sulfur dioxide at the Wastewater Treatment Plant. The City shall be billed for actual sulfur dioxide requested and delivered.
2. 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.
3. The City is anticipating using an estimated average of one container every week. The supplier shall be required to replace empty containers as requested by the City. Plant personnel shall tag empty containers. The delivery schedule can be negotiated to suit the needs of the City and if possible, the supplier.
4. The supplier shall be responsible for loading and unloading containers during delivery using supplier-furnished equipment.
5. All containers and valves shall be delivered in operable condition. Containers or equipment determined to be inoperable by the City shall be replaced at no cost to the City.
6. The supplier will be liable for damages incurred due to faulty or improperly filled cylinders.
7. Within 2 months after contract commences, supplier shall provide at least 2 hours of training on safe handling and regulatory compliance for sulfur dioxide. This training shall be recorded by the supplier and a copy shall be provided to the City in DVD format.

BID ITEMS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
1	One-Ton Sulfur Dioxide Containers	30 ea.	CHEMTRADE	\$0.401b. (\$800.00ea.)	\$24,000.00

(REQUIRED) TOTAL BID \$ 24,000.00

LOCAL PREFERENCE NOTICE

To receive a 5% local preference, submit a current copy of the respondent's Business Certificate issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, 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>

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a Resident Veteran Business certificate issued by the New Mexico Tax & Revenue Department and the Business Volume Declaration Form (attached).

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>

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.

**RESIDENT VETERANS PREFERENCE
BUSINESS VOLUME DECLARATION**

_____ (CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1 million but less than \$5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

In conjunction with this procurement and this business' qualifications for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §13-1-21 or §13-1-22 NMSA 1978, when awarded a contract based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ (Signature of Business Representative)*

_____ (Date)

*Must be an authorized signatory for the Business

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **DPC INDUSTRIES INC**
DBA: **DPC INDUSTRIES, INC**
PO BOX 130410
HOUSTON, TX 77219-0410

Expires: **19-Jan-2015**

Please verify current status of Certificate by contacting Taxation and Revenue Department

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 the Person or Business Named Herein has met the statutory requirements and has been awarded a Resident Business Certificate.

Certificate Number:

L0829403456



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



ADDENDUM ONE

May 29, 2014

BID NUMBER: 14-15-003
BID TITLE: Sulfur Dioxide Price Agreement
DUE DATE/TIME: June 3, 2014 / 10:00 a.m.

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

- Q1: Our laboratory has successfully provided sampling instructions in writing and verbally over the phone for long distance clients. Must training be provided in person at your facility?
- A1: Training provided from vendors does not have to be provided in person at our facility. Training may be provided by vendors in whichever process they feel is most effective.
- Q2: Does your facility use Chlorine Dioxide as a disinfectant?
- A2: Facilities in the City of Las Cruces Water Supply System use a variety of three disinfectants:
1. Chlorine Gas
 2. Sodium Hypochlorite
 3. Trichlor Tablets

END OF ADDENDUM ONE



ADDENDUM TWO

May 29, 2014

BID NUMBER: 14-15-003
BID TITLE: Sulfur Dioxide Price Agreement
DUE DATE/TIME: June 3, 2014 / 10:00 a.m.

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

The information provided in Addendum One was inadvertently posted to Bid No. 14-15-003 Sulfur Dioxide Price Agreement. Please disregard the information provided in Addendum One as it applies to RFP No. 14-15-006 Chemical Analyses UCMR3 and does not apply to Bid No. 14-15-003 Sulfur Dioxide Price Agreement.

END OF ADDENDUM TWO

Product Specifications

Sulfur Dioxide

	Minimum	Maximum
Sulfur Dioxide, wt. %	99.90	
Molsture, ppm		100.00
Non Volatile Residue, ppm		50
Acidity, ppm		25

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 SULFUR DIOXIDE

Synonyms SULFUROUS ACID ANHYDRIDE, SULFUR OXIDE, SULPHUR DIOXIDE

Chemical Name SULFUR DIOXIDE

Date of Issue: 10/1/00

Emergency phone: 281-457-4888

Reviewed / Revision Date: 2/26/2010

Chemtrec: 800-424-9300

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SULFUR DIOXIDE	> 99%	7446-09-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: 5 ppm (NIOSH = 2 ppm)

Eye Contact CAN CAUSE FROSTBITE, BURNS, AND PERMANENT DAMAGE TO THE CORNEA.

Skin Contact DIRECT CONTACT WITH LIQUID CAN CAUSE FROSTBITE AND BURNS.

Ingestion INGESTION NOT LIKELY. HARMFUL IF SWALLOWED.

Inhalation SEVERE IRRITANT AT HIGH CONCENTRATIONS. MAY BE HARMFUL IF INHALED. HIGH CONCENTRATIONS MAY BE FATAL.

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 APPROPRIATE FOR SURROUNDING AREA.

Special Firefighting Procedures/Precuations WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. STAY UPWIND AND KEEP OUT OF LOW AREAS. AVOID BREATHING FUMES OR VAPORS. MOVE CONTAINERS FROM FIRE AREA IF POSSIBLE.

SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spill: KEEP OUT OF SEWERS AND WATERWAYS. ONLY TRAINED PERSONNEL SHOULD RESPOND WEARING APPROPRIATE GEAR. SO₂ GAS IS HEAVIER THAN AIR AND CAN ACCUMULATE IN LOW AREAS OR FLOW DOWNHILL. DO NOT OPEN SPILL AREA UNTIL AIR SAMPLES SHOW THE ATMOSPHERE TO BE SAFE. STOP LEAK IF IT CAN BE DONE WITHOUT RISK. CONTROL LEAKS BY CLOSING OR CAPPING VALVES. NEVER APPLY WATER TO LEAK. CAN BE NEUTRALIZED WITH AQUEOUS SOLUTION OF LIME, CAUSTIC, OR SODA ASH.

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.

PERSONNEL SHOULD BE THOROUGHLY TRAINED. MATERIALS SHOULD BE STORED IN APPROVED CONTAINERS. STORE AWAY FROM COMBUSTIBLES. AVOID EXPOSURE TO MOISTURE, HIGH TEMPERATURES, AND INCOMPATIBLE MATERIALS.

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS WHERE ACTUAL OR POTENTIAL AIRBORNE CONCENTRATIONS EXCEED REGULATORY STANDARDS AND/OR INDUSTRIAL RECOMMENDATIONS.

Ventilation LOCAL AND MECHANICAL RECOMMENDED.

Protective Gloves CHEMICAL IMPERVIOUS GLOVES.

Eye/Face Protection CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD DEPENDENT ON USE OF MATERIAL.

Other Protection CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC. DEPENDENT ON USE OF MATERIAL.

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): 14	Vapor Pressure (mmHg): 2475
Freezing Point (°F): -103	Vapor Density (Air=1): 2.2
Solubility (H₂O): PARTIAL	Specific Gravity (H₂O=1): 1.2 - 1.5
pH NOT APPLICABLE	Evaporation Rate: 40.18 g/m ² /s
Appearance/Odor: COLORLESS GAS OR LIQUID WITH A STRONG PUNGENT ODOR	

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability: YES

Incompatible Material: STRONG BASES, HALOGENS, METALS, AMMONIA, OXIDIZING AGENTS, CHLORATES, METAL OXIDES, HYDRIDES, AZIDES, SODIUM CARBIDE, AND ACROLEIN.

Hazardous Polymerization: WILL NOT OCCUR.

Decomposition Products: DOES NOT DECOMPOSE BUT WILL REACT WITH WATER OR STEAM TO PRODUCE CORROSIVE SULFUROUS ACID.

SECTION 11 - TOXICITY INFORMATION

LC50 INHL (rat) = > 2520 ppm (1-HR)
LC50 INHL (mouse) - 3000 ppm (30-MIN)

SECTION 12 - ECOLOGICAL INFORMATION

ALGAE (CELLULAR) = 500 UG/L (6-DAYS)

SULFUR DIOXIDE IN WATER FORMS ACID THAT IS HARMFUL TO AQUATIC ORGANISMS.

SECTION 13 - DISPOSAL CONSIDERATIONS

DO NOT DISCHARGE INTO WATERWAYS OR SEWER SYSTEMS WITHOUT PRIOR APPROVAL.
DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS.

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: SULFUR DIOXIDE
Hazard Class: 2.3, (8) (POISON--INHALATION HAZARD, ZONE C)
UN/NA Number: UN1079
Packing Group: NOT APPLICABLE
Subsidiary Hazard: (8) CORROSIVE
Marine Pollutant: NO

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): 500

SARA Title III Section 312:

Acute **Chronic** **Flammable** **Sudden Release of Pressure** **Reactive**

SARA Title III Section 313: No

SARA Extremely Hazardous Substance: Yes

HMIS HAZARD RATING

Health: 3 **Fire:** 0 **Reactivity:** 0
0 - Least 1 - Slight 2 - Moderate 3 - High 4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

NSF Maximum Use Level for Potable Water (Standard 60): NOT APPLICABLE

TSCA (Toxic Substance Control Act), 40 CFR 710:

Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

DISCLAIMER

THE DATA PRESENTED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, NEITHER SELLER NOR PREPARER MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE INFORMATION PRESENTED. THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY UPON HIS OWN DETERMINATIONS.