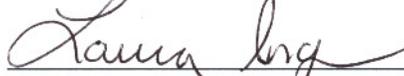


STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

NOTICE OF CONTRACT

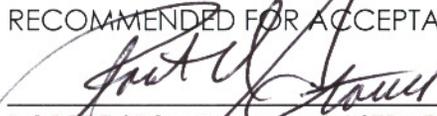
DATE: 09/16/14  
COMMODITY: Liquid Calcium Chloride  
NIGP CODE: 775-0000  
CONTRACTOR: All States Asphalt, Inc. CONTRACTOR # 161291

SUBMITTED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
LAURA INGRAM, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 9/16/14

RECOMMENDED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

DATE 9/16/14

ENDORSED FOR ACCEPTANCE BY:

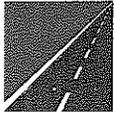
  
\_\_\_\_\_  
MICHAEL P. CONNOR, DEPUTY COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/16/14

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

  
\_\_\_\_\_  
LINDA M. HODGDON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/18/14



**All States Asphalt, Inc.**

All States Materials Group®

PO Box 91  
Sunderland, MA 01375  
413-665-7021

September 12, 2014

State of New Hampshire  
Division of Plant and Property Management  
Bureau of Purchase and Property  
25 Capitol Street, State House Annex  
Concord, NH 03301-6398

Dear Sir or Madam:

We are pleased to submit the following proposal for Bid No. 1668-15, Liquid Calcium Chloride Solution, Supply & Deliver.

We guarantee that all materials supplied and work done shall comply with the State of New Hampshire Department of Transportation Standard Specifications for Highways and Bridges.

We hope the attached will permit our being of service to you.

Very Truly Yours,

ALL STATES ASPHALT, INC.

Alan L. Chicoine  
Division Manager

State of New Hampshire  
Division of Plant and Property Management  
Bureau of Purchase and Property  
25 Capitol Street, State House Annex  
Concord, NH 03301-6398

Date: 9/03/14  
Bid No.: 1668-15  
Date of Bid Opening: 9/12/14  
Time of Bid Opening: 1:30 PM (EST)

YOU MAY EMAIL YOUR BID TO LAURA INGRAM AT: EMAIL [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)

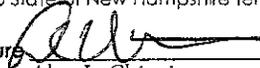
**BID INVITATION FOR CONTRACT: Liquid Calcium Chloride Solution Supply & Deliver**

[Insert name of signor] Alan L. Chicoine, on behalf of All States Asphalt, Inc. [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1668-15 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

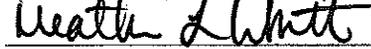
Authorized Signor's Signature  Authorized Signor's Title Division Manager  
Alan L. Chicoine

NOTARY PUBLIC/JUSTICE OF THE PEACE

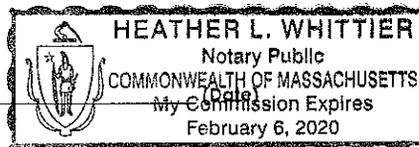
COUNTY: Franklin STATE: Massachusetts ZIP: 01375

On the 12th day of September, 2014, personally appeared before me, the above named Alan L. Chicoine, in his/her capacity as authorized representative of All States Asphalt, Inc. known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

  
(Notary Public/Justice of the Peace) Heather L. Whittier

My commission expires: February 6, 2020



Form P31-B

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**Bids.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

**2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

**3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

**4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

**5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

### **7. PERSONNEL.**

**7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

**7.2.** The person signing this agreement on behalf of the State, or his or her designee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

### **8. EVENT OF DEFAULT; REMEDIES.**

**8.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

**8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or

**8.1.2.** failure to submit any report required hereunder; or

**8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

**8.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

**8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

**8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

**8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

**8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**BID INVITATION FOR:  
A CONTRACT FOR: Liquid Calcium Chloride Solution, Supply & Deliver**

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

**BID SUBMITTAL**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)**. All bids must be clearly marked with bid number, date due and purchasing agent's name. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

**GOVERNING TERMS AND CONDITIONS:**

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure. If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract must be delivered FOB destination to the location(s) indicated in the "Delivery Locations" section of this bid invitation.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**CONTRACT TERM:**

The term of the contract shall be from the date of award through 12/31/2016, a period of approximately 2 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property up to a maximum of five years, with the approval of the Commissioner of the Department of Administrative Services.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

**ALL** Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the Vendor must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on the (5<sup>th</sup>) fifth business day **prior** to the date of the bid opening.

Questions must be submitted by E-mail to Laura Ingram at the following address: [laura.ingram@nh.gov](mailto:laura.ingram@nh.gov)

**ADDENDUM:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission, check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is [www.admin.state.nh.us/purchasing/bids](http://www.admin.state.nh.us/purchasing/bids).

**BID PRICES:**

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at:

[http://www.admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://www.admin.state.nh.us/purchasing/bids_posteddte.asp).

For Vendors wishing to attend the bid Opening: **Only the names of the Vendors submitting responses will be made public.**

**ABILITY TO PROVIDE:**

Successful Vendor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

**ORDERING PROCEDURE:**

State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**ESTIMATED CONTRACT VALUE:**

The annual value of the contract is estimated to be \$164,000 (liquid calcium chloride only). This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

**DELIVERY TIME:**

The successful Vendor will be required to accomplish delivery of any item ordered under the contract within **five (5) BUSINESS DAYS** from the placement of the order (liquid calcium chloride only).

If the awarded bidder is unable to deliver the requested quantity of liquid calcium chloride solution within the delivery time specified, the State reserves the right to order the required product from another source and any difference in costs will be charged to the contract holding as a resolution of default.

If the product is shipped by rail car, the car numbers will be furnished as evidence of shipment. Two copies of said records shall be sent to Caleb Dobbins, NH Department of Transportation, 7 Hazen Drive, Concord, NH 03301. The use of a private carrier to make delivery **does not** relieve the successful bidder from the responsibility of meeting the delivery requirement.

**ESTABLISHMENT OF ACCOUNTS:**

Liquid Calcium Chloride Only

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

**RETURNED GOODS:**

The successful Vendor must resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within five business days of notification with no restocking or freight charges, and must

be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

**INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price.

Invoices shall clearly indicate the following, at a minimum:

1. Contract unit of measure.
2. Contract unit price for product delivered.
3. Total price for units delivered.
4. Product description

**WARRANTY REQUIREMENTS:**

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses. Unless listed otherwise under specifications.

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to award or reject any or all bids or any part thereof in whole or by individual tank, and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor will not be allowed to require any other type of order, nor will the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**SPECIFICATION COMPLIANCE:**

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

**PRODUCT SPECIFICATION LITERATURE AND MATERIAL SAFETY DATA SHEETS (MSDS)**

Successful bidder shall provide 2 complete sets of product literature and MSDS sheets for all offers made. Literature shall accompany submitted BID (liquid calcium chloride only)

**ADDITIONAL SERVICES / EQUIPMENT TO BE SUPPLIED BY AWARDED BIDDER:**

Awarded vendor shall assist state agencies when technical assistance is necessary at no charge to the State.

**LIQUID CALCIUM CHLORIDE**

**SALIENT CHARACTERISTICS:**

The product shall be a 32% solution of calcium chloride in water. The solution shall conform to the following requirements as to the chemical composition:

WATER .....	56% +/- 2%
CALCIUM CHLORIDE.....	32% +/- 1%
BLEND OF LIGNINS .....	10% +/-1%
TOTAL ALKALI CHLORIDES..... (AS OF SODIUM CHLORIDE)	2% MAXIMUM
MAGNESIUM CHLORIDE.....	0.01% MAXIMUM
pH .....	7 to 10 (as is)

The product shall be provided by the manufacturer in a true solution and shall not be reconstituted from flake calcium chloride.

**TEST PROCEDURES:**

Sampling, examining and testing shall be done in accordance with ASTM methods D345 and E449. The calcium chloride shall be rejected if it fails to conform to any of the requirements of the salient characteristics.

**CERTIFICATION:**

The contractor shall certify that the product offered meets the salient characteristics of this description, conforms to the producer's specifications, standards and quality assurances practices, and is the same product offered for sale in the commercial marketplace.

**PRODUCT IDENTIFICATION:**

Any sample of calcium chloride that meets the salient characteristics of this description and has been deemed acceptable, shall be retained for spectrophotometric analysis so as to ensure that the properties of the sample and the product supplied are consistent.

**PACKAGING AND PACKING:**

The product shall be packed in a manner which will ensure arrival at destination in a satisfactory condition.

The product shall be delivered in bulk in tank trucks. Delivery shall be in load lots of 1000 gallons or more. Each delivery truck shall be equipped with pumps and hand hoses for the unloading of liquid calcium chloride as required and an approved liquid meter or scale ticket to accurately determine the amounts of calcium chloride delivered.

**OFFER:**

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

## LIQUID CALCIUM SOLUTION, SUPPLY & DELIVER

NH DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAY MAINTENANCE - STORAGE LOCATIONS  
 DELIVERED PRICE PER GALLON IN BULK TANK TRUCKLOAD - LOTS OF 1000 GALLONS OR MORE  
 \*To be pumped into state owned tanks

32% WINTER DELIVERED & STORED

### DISTRICT 1

Principal Storage Point  
 LITTLETON  
 LINCOLN  
 BARTLETT  
 BUTTERHILL  
 CRAWFORD NOTCH

\$ 1.05 / GAL

### DISTRICT 2

Principal Storage Point  
 ANDOVER  
 BRISTOL  
 CANAAN  
 ENFIELD  
 HAVERHILL  
 LEBANON  
 ORFORD  
 RUMNEY  
 WENTWORTH  
 CORNISH  
 FRANKLIN  
 LEMPSTER  
 NEW LONDON  
 SUNAPEE

\$ 1.05 / GAL

### DISTRICT 3

Principal Storage Point  
 CONWAY  
 MEREDITH  
 NEW HAMPTON  
 THORTON

\$1.05 / GAL

### DISTRICT 4

Principal Storage Point  
 HILLSBORO  
 SWANZEY  
 WINCHESTER  
 MARLBOROUGH  
 TEMPLE  
 GREENVILLE

\$1.05 / GAL

## LIQUID CALCIUM SOLUTION, SUPPLY & DELIVER

NH DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAY MAINTENANCE - STORAGE LOCATIONS  
DELIVERED PRICE PER GALLON IN BULK TANK TRUCKLOAD - LOTS OF 1000 GALLONS OR MORE

32% WINTER DELIVERED & STORED

### DISTRICT 5

Principal Storage Point

MANCHESTER  
MILFORD  
DERRY  
ALLENSTOWN  
CANTERBURY  
WARNER  
CANDIA

\$ 1.05 / GAL

### DISTRICT 6

Principal Storage Point

NORTH HAMPTON  
STRAFFORD  
EXETER  
GONIC  
RYE  
MILTON  
NEWFIELDS  
EPPING  
NORTHWOOD  
LEE

\$ 1.05 / GAL

### TURNPIKES - DISTRICTS 5 & 6

Principal Storage Point

NASHUA  
HOOKSETT  
HAMPTON  
DOVER  
MERRIMACK

\$ 1.05 / GAL

**Grand Total**

**\$7.35**

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

<u>Alan L. Chicoine, Division Manager</u> Contact Person	<u>413-665-7021</u> Local Telephone Number	<u>800-343-9620</u> Toll Free Telephone Number
<u>413-665-9027</u> Fax Number	<u>asphalt@asmg.com</u> E-mail Address	<u>www.asmg.com</u> Company Website
<u>All States Asphalt, Inc.</u> Vendor Company Name	<u>01-965-9408</u> DUNS #	

**Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.**



# All States Asphalt, Inc.

PO Box 91, Sunderland, MA 01375 • 413.665.7021

## ALL STATES ASPHALT, INC., AND SUBSIDIARIES

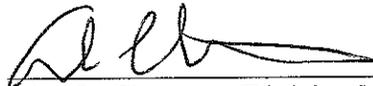
It is the continuing policy of All States Asphalt, Inc., and Subsidiaries to recruit and employ the best qualified individuals without regard to race, color, creed, religion, national origin, age, sex, sexual orientation, handicap or status as a disabled Vietnam era veteran as defined and required by federal and state laws and regulations.

Equal employment opportunity applies to all personnel actions including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ALL STATES ASPHALT, INC., AND SUBSIDIARIES shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

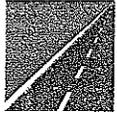
## NON-COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.



Alan L. Chicoine, Division Manager

ALL STATES ASPHALT, INC., AND SUBSIDIARIES



# All States Asphalt, Inc.

All States Materials Group®

PO Box 91  
Sunderland, MA 01375  
413-665-7021

## *CALCIUM CHLORIDE REFERENCES*

City of Concord, NH	Highway Department 41 Green Street Concord, NH 03301 Jim Major \$ 10,607.00 / 2012	603.228.2737
Town of Richmond, MA	Department of Public Works 1529 State Road Richmond, MA 01254 Jerry Coppola \$ 14,539.20 / 2013	413.698.3833
Town of Tolland, CT	Highway Department 21 Tolland Green Tolland, CT 06084 John Bock \$ 21,350.78 / 2013	860.896.9016
Town of Farmington, NH	Highway Department 39 North Main Street Farmington, NH 03835 Joel Moulton \$ 16,695.00 / 2013	603.755.6884
Town of Westhampton, MA	Highway Department One South Road Westhampton, MA 01027 Dave Blakesly \$ 14,315.40 / 2013	413.527.0136
City of Franklin, NH	Highway Department 43 West Bow Street Franklin, NH 03235 William Morey \$ 4,500.00 / 2012	603.934.4103

# SAFETY DATA SHEET

M48009 NA\_EN



## Occidental Chemical Corporation

A subsidiary of Occidental Petroleum Corporation



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### LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

MSDS No.: M48009

Rev. Date: 17-Jul-2012

Rev. Num. 01

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#### 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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**Company Identification:** Occidental Chemical Corporation  
5005 LBJ Freeway  
P.O. Box 809050  
Dallas, TX 75380-9050

**24 Hour Emergency Telephone Number:** 1-800-733-3665 or 1-972-404-3228 (U.S.); CHEMTREC (U.S.): 1-800-424-9300; CHEMTREC (outside U.S.): +1 703-527-3887

**To Request an SDS:** MSDS@oxy.com or 1-972-404-3245

**Customer Service:** 1-800-752-5151 or 1-972-404-3700

**Product Use:** Agriculture: Pre-harvest Concrete Acceleration Drilling Fluid Additive Dust Control Ice Melting Refrigeration Road Base Stabilization and Full Depth Reclamation Tire Weighting Water Treatment (Non-potable)

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#### 2. HAZARDS IDENTIFICATION

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\*\*\*\*\*  
**EMERGENCY OVERVIEW:**

**Color:** Clear  
**Physical State:** Liquid  
**Odor:** Odorless

**Signal Word:** WARNING

**MAJOR HEALTH HAZARDS:** CAUSES EYE AND SKIN IRRITATION. HARMFUL IF SWALLOWED.

**PRECAUTIONARY STATEMENTS:** Isolate area. Slipping hazard.

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# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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## POTENTIAL HEALTH EFFECTS:

**Inhalation:** Vapors are unlikely due to physical properties. Mist may cause irritation to upper respiratory tract (nose and throat).

**Skin contact:** Brief contact is essentially nonirritating to skin. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves). Prolonged contact may cause skin irritation, even a burn.

**Eye contact:** May cause severe eye irritation. May cause slight corneal injury. Effects may be slow to heal.

**Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation or ulceration.

See Section 11: TOXICOLOGICAL INFORMATION

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	%	CAS Number
Calcium chloride	28 - 42	10043-52-4
Potassium Chloride	< 3	7447-40-7
Water	53 - 72	7732-18-5
Sodium chloride	< 2	7647-14-5
Calcium bromide	< 1	7789-41-5

## 4. FIRST AID MEASURES

**INHALATION:** Move person to fresh air; if effects occur, consult a physician.

**SKIN CONTACT:** Wash off immediately with plenty of water.

**EYE CONTACT:** Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. If effects occur, consult a physician, preferably an ophthalmologist.

**INGESTION:** If swallowed, seek medical advice immediately and show this container or label. Do not induce vomiting without medical advice.

**Protection of First-Aiders:** If potential for exposure exists refer to Section 8 for specific personal protective equipment.

**Notes to Physician:** If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

## 5. FIRE-FIGHTING MEASURES

**Fire Hazard:** This material does not burn.

**Extinguishing Media:** Use extinguishing agents appropriate for surrounding fire.

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**Fire Fighting:** Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

**Lower Flammability Level (air):** Not applicable  
**Upper Flammability Level (air):** Not applicable  
**Flash point:** Not applicable  
**Autoignition Temperature:** Not applicable

## 6. ACCIDENTAL RELEASE MEASURES

**Occupational Release:** Small and large spills: Contain spilled material if possible. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal Considerations, for additional information. Absorb with materials such as sand.

**Personal Precautions:** Spilled material may cause a slipping hazard. Isolate area. Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

**Environmental Precautions:** Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

## 7. HANDLING AND STORAGE

**Storage Conditions:** Keep container tightly closed. Protect from atmospheric moisture. Product may become a solid at temperatures below 0 C (32 F) (concentrations above 36% calcium chloride).

**Handling Procedures:** Product shipped/handled hot can cause thermal burns. Avoid contact with skin, eyes and clothing. Wash thoroughly after handling.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

**Regulatory Exposure Limit(s):** As listed below when material is dried

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Particles not otherwise regulated	TWA 15 mg/m <sup>3</sup> (total) TWA 5 mg/m <sup>3</sup> (respirable)	-----	-----

**OEL:** Occupational Exposure Limit; **OSHA:** United States Occupational Safety and Health Administration; **PEL:** Permissible Exposure Limit; **TWA:** Time Weighted Average; **STEL:** Short Term Exposure Limit

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**Non-Regulatory Exposure Limit(s):** As listed below when material is dried

Component	CAS Number	ACGIH TWA	ACGIH STEL	ACGIH Ceiling	OSHA TWA (Vacated)	OSHA STEL (Vacated)	OSHA Ceiling (Vacated)
Particles Not Otherwise Specified (PNOS)	Not Assigned	TWA 10 mg/m <sup>3</sup> (inhalable)	-----	-----	-----	-----	-----
		TWA 3 mg/m <sup>3</sup> (respirable)					

- The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits shown in the table are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).

- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

**Additional Advice:** Ingestion: Use good personal hygiene. Do not consume or store food in the work area. Wash hands before smoking or eating.

**ENGINEERING CONTROLS:** Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

**PERSONAL PROTECTIVE EQUIPMENT:**

**Eye Protection:** Wear chemical safety goggles.

**Skin and Body Protection:** Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse or dispose of properly.

**Hand Protection:** Use gloves chemically resistant to this material. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier. Avoid gloves made of Polyvinyl alcohol (PVA).

**Respiratory Protection:** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

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<b>Physical State:</b>	Liquid
<b>Color:</b>	Clear
<b>Odor:</b>	Odorless
<b>Boiling Point/Range:</b>	110 - 122 C (230 - 252 F) Literature
<b>Freezing Point/Range:</b>	Varies
<b>Melting Point/Range:</b>	260 °C (500 °F) Literature Approximately
<b>Decomposition Temperature:</b>	Not applicable
<b>Vapor Pressure:</b>	9 - 15 mmHg@ 25 C Literature
<b>Vapor Density (air=1):</b>	Not applicable
<b>Specific Gravity (water=1):</b>	1.275 - 1.439 Literature
<b>Bulk Density:</b>	57 - 67 lb/ft3
<b>Water Solubility:</b>	Completely miscible
<b>pH:</b>	9 Estimated (undiluted)
<b>Flash point:</b>	Not applicable
<b>Method:</b>	Setaflash Closed Cup
<b>Lower Flammability Level (air):</b>	Not applicable
<b>Upper Flammability Level (air):</b>	Not applicable
<b>Autoignition Temperature:</b>	Not applicable
<b>Viscosity:</b>	2.6 cSt @ 25 C Estimated

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## 10. STABILITY AND REACTIVITY

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**Reactivity/ Stability:** Stable.

**Conditions to Avoid:** None known.

**Incompatibilities/ Materials to Avoid:** Avoid contact with: Sulfuric acid. Corrosive to some metals. Avoid contact with metals such as brass, ferrous metals, and mild steel. Flammable hydrogen may be generated from contact with metals such as: Zinc. Sodium. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromate

**Hazardous Decomposition Products:** Does not decompose

**Hazardous Polymerization:** Will not occur.

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## 11. TOXICOLOGICAL INFORMATION

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### TOXICITY DATA:

**LD50 Oral:** Typical for this family of materials. LD50, Rat 918 - 1,668 mg/kg

**LD50 Dermal:** For the major component(s): LD50, Rabbit > 5,000 mg/kg

### **CHRONIC TOXICITY:**

For the minor component(s): Potassium chloride - In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, Heart, and Kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. Medical experience with sodium chloride has shown a strong association between elevated blood pressure and prolonged dietary overuse. Related effects could occur in the kidneys.

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# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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**CARCINOGENICITY:** This product is not classified as a carcinogen by NTP, IARC or OSHA.

**MUTAGENIC DATA:** The data presented are for the following material: Calcium chloride (CaCl<sub>2</sub>) - In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride - In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.

**DEVELOPMENTAL TOXICITY:** For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

## 12. ECOLOGICAL INFORMATION

### ECOTOXICITY DATA:

- **Aquatic Toxicity:**  
Material is practically non-toxic to aquatic organisms on an acute basis  
(LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)
- **Freshwater Fish Toxicity:**  
Calcium Chloride: LC50, bluegill (*Lepomis macrochirus*): 8,350 - 10,650 mg/l  
Potassium Chloride: LC50, rainbow trout (*Oncorhynchus mykiss*), 96 h: 4,236 mg/l  
Sodium Chloride: LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l
- **Invertebrate Toxicity:**  
Calcium Chloride: LC50, water flea *Daphnia magna*: 759 - 3,005 mg/l  
Potassium Chloride: EC50, water flea *Daphnia magna*, 24 h, immobilization: 590 mg/l  
LC50, water flea *Ceriodaphnia dubia*, 96 h: 3,470 mg/l  
Sodium Chloride: LC50, water flea *Daphnia magna*: 4,571 mg/l
- **Algae Toxicity:**  
Sodium Chloride: IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

### FATE AND TRANSPORT:

**BIODEGRADATION:** Biodegradation is not applicable.

**BIOCONCENTRATION:** No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

## 13. DISPOSAL CONSIDERATIONS

Reuse or recycle if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Reclaimer. Waste water treatment system.

# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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## 14. TRANSPORT INFORMATION

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### U.S. DOT 49 CFR 172.101:

Status: Not regulated

### CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

Status: Not regulated

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## 15. REGULATORY INFORMATION

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### U.S. REGULATIONS

- **OSHA REGULATORY STATUS:**

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

- **CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):** Not regulated.

- **EPCRA EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):** Not regulated

- **EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):**

Acute Health Hazard

- **EPCRA SECTION 313 (40 CFR 372.65):** To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

- **OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):** Not regulated

### NATIONAL INVENTORY STATUS

- **U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):** All components are listed or exempt

- **TSCA 12(b):** This product is not subject to export notification

- **Canadian Chemical Inventory:** All components of this product are listed on either the DSL or the NDSL.

### STATE REGULATIONS

**California Proposition 65:** This product is not listed, but it may contain impurities/trace elements known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act. **WARNING:** This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bromate, a chemical known to the State of California to cause cancer.

Calcium chloride	
California Proposition 65 Cancer WARNING:	Not Listed

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# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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<b>Calcium chloride</b>	
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed
<b>Potassium Chloride</b>	
California Proposition 65 Cancer WARNING:	Not Listed
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed
<b>Sodium chloride</b>	
California Proposition 65 Cancer WARNING:	Not Listed
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed

**CANADIAN REGULATIONS**

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.

**WHMIS – Classification of Substances:**

- D2B – Poisonous and Infectious Material; Materials causing other toxic effects – Toxic material

# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

M48009 NA\_EN

MSDS No.: M48009

Rev. Date: 17-Jul-2012

Rev. Num. 01

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## 16. OTHER INFORMATION

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**Prepared by:** OxyChem Corporate HESS – Product Stewardship

**Disclaimer:**

This information is intended solely for the use of individuals trained in the NFPA and/or HMIS systems. A calcium chloride product - For industrial formulation involving food contact. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

**HMIS: (SCALE 0-4)** (Rated using National Paint & Coatings Association HMIS: Rating Instructions, 2nd Edition)

<b>Health:</b>	2	<b>Flammability:</b>	0	<b>Reactivity:</b>	0
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**NFPA 704 - Hazard Identification Ratings (SCALE 0-4)**

<b>Health:</b>	1	<b>Flammability:</b>	0	<b>Reactivity:</b>	0
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**Reason for Revision:**

- Three year review
- Updated the (M)SDS header
- Updated the 24 Hour Emergency Telephone Number: SEE SECTION 1
- Modified the Exposure Limit Information: SEE SECTION 8
- Format changes to sections: 8
- Revised California Proposition 65 Statement: SEE SECTION 15
- Revised Canadian Domestic Substance List language: SEE SECTION 15
- Revised Preparer Information: SEE SECTION 16
- Added "End of Safety Data Sheet" phrase

**IMPORTANT:**

The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and OxyChem assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws.

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees.

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**End of Safety Data Sheet**

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# SAFETY DATA SHEET

M48009 NA\_EN



## Occidental Chemical Corporation

A subsidiary of Occidental Petroleum Corporation



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### LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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#### 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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**Company Identification:** Occidental Chemical Corporation  
5005 LBJ Freeway  
P.O. Box 809050  
Dallas, TX 75380-9050

**24 Hour Emergency Telephone Number:** 1-800-733-3665 or 1-972-404-3228 (U.S.); CHEMTREC (U.S.): 1-800-424-9300; CHEMTREC (outside U.S.): +1 703-527-3887

**To Request an SDS:** MSDS@oxy.com or 1-972-404-3245

**Customer Service:** 1-800-752-5151 or 1-972-404-3700

**Product Use:** Agriculture: Pre-harvest Concrete Acceleration Drilling Fluid Additive Dust Control Ice Melting Refrigeration Road Base Stabilization and Full Depth Reclamation Tire Weighting Water Treatment (Non-potable)

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#### 2. HAZARDS IDENTIFICATION

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\*\*\*\*\*  
**EMERGENCY OVERVIEW:**

**Color:** Clear  
**Physical State:** Liquid  
**Odor:** Odorless

**Signal Word:** WARNING

**MAJOR HEALTH HAZARDS:** CAUSES EYE AND SKIN IRRITATION. HARMFUL IF SWALLOWED.

**PRECAUTIONARY STATEMENTS:** Isolate area. Slipping hazard.

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# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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## POTENTIAL HEALTH EFFECTS:

**Inhalation:** Vapors are unlikely due to physical properties. Mist may cause irritation to upper respiratory tract (nose and throat).

**Skin contact:** Brief contact is essentially nonirritating to skin. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves). Prolonged contact may cause skin irritation, even a burn.

**Eye contact:** May cause severe eye irritation. May cause slight corneal injury. Effects may be slow to heal.

**Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation or ulceration.

See Section 11: TOXICOLOGICAL INFORMATION

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	%	CAS Number
Calcium chloride	28 - 42	10043-52-4
Potassium Chloride	< 3	7447-40-7
Water	53 - 72	7732-18-5
Sodium chloride	< 2	7647-14-5
Calcium bromide	< 1	7789-41-5

## 4. FIRST AID MEASURES

**INHALATION:** Move person to fresh air; if effects occur, consult a physician.

**SKIN CONTACT:** Wash off immediately with plenty of water.

**EYE CONTACT:** Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. If effects occur, consult a physician, preferably an ophthalmologist.

**INGESTION:** If swallowed, seek medical advice immediately and show this container or label. Do not induce vomiting without medical advice.

**Protection of First-Aiders:** If potential for exposure exists refer to Section 8 for specific personal protective equipment.

**Notes to Physician:** If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

## 5. FIRE-FIGHTING MEASURES

**Fire Hazard:** This material does not burn.

**Extinguishing Media:** Use extinguishing agents appropriate for surrounding fire.

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**Fire Fighting:** Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

**Lower Flammability Level (air):** Not applicable

**Upper Flammability Level (air):** Not applicable

**Flash point:** Not applicable

**Autoignition Temperature:** Not applicable

## 6. ACCIDENTAL RELEASE MEASURES

**Occupational Release:** Small and large spills: Contain spilled material if possible. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal Considerations, for additional information. Absorb with materials such as sand.

**Personal Precautions:** Spilled material may cause a slipping hazard. Isolate area. Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

**Environmental Precautions:** Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

## 7. HANDLING AND STORAGE

**Storage Conditions:** Keep container tightly closed. Protect from atmospheric moisture. Product may become a solid at temperatures below 0 C (32 F) (concentrations above 36% calcium chloride).

**Handling Procedures:** Product shipped/handled hot can cause thermal burns. Avoid contact with skin, eyes and clothing. Wash thoroughly after handling.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

**Regulatory Exposure Limit(s):** As listed below when material is dried

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Particles not otherwise regulated	TWA 15 mg/m <sup>3</sup> (total) TWA 5 mg/m <sup>3</sup> (respirable)	-----	-----

**OEL:** Occupational Exposure Limit; **OSHA:** United States Occupational Safety and Health Administration; **PEL:** Permissible Exposure Limit; **TWA:** Time Weighted Average; **STEL:** Short Term Exposure Limit

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**Non-Regulatory Exposure Limit(s):** As listed below when material is dried

Component	CAS Number	ACGIH TWA	ACGIH STEL	ACGIH Ceiling	OSHA TWA (Vacated)	OSHA STEL (Vacated)	OSHA Ceiling (Vacated)
Particles Not Otherwise Specified (PNOS)	Not Assigned	TWA 10 mg/m <sup>3</sup> (inhalable)	-----	-----	-----	-----	-----
		TWA 3 mg/m <sup>3</sup> (respirable)					

- The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits shown in the table are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).

- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

**Additional Advice:** Ingestion: Use good personal hygiene. Do not consume or store food in the work area. Wash hands before smoking or eating.

**ENGINEERING CONTROLS:** Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

**PERSONAL PROTECTIVE EQUIPMENT:**

**Eye Protection:** Wear chemical safety goggles.

**Skin and Body Protection:** Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse or dispose of properly.

**Hand Protection:** Use gloves chemically resistant to this material. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier. Avoid gloves made of Polyvinyl alcohol (PVA).

**Respiratory Protection:** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

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<b>Physical State:</b>	Liquid
<b>Color:</b>	Clear
<b>Odor:</b>	Odorless
<b>Boiling Point/Range:</b>	110 - 122 C (230 - 252 F) Literature
<b>Freezing Point/Range:</b>	Varies
<b>Melting Point/Range:</b>	260 °C (500 °F) Literature Approximately
<b>Decomposition Temperature:</b>	Not applicable
<b>Vapor Pressure:</b>	9 - 15 mmHg@ 25 C Literature
<b>Vapor Density (air=1):</b>	Not applicable
<b>Specific Gravity (water=1):</b>	1.275 - 1.439 Literature
<b>Bulk Density:</b>	57 - 67 lb/ft3
<b>Water Solubility:</b>	Completely miscible
<b>pH:</b>	9 Estimated (undiluted)
<b>Flash point:</b>	Not applicable
<b>Method:</b>	Setaflash Closed Cup
<b>Lower Flammability Level (air):</b>	Not applicable
<b>Upper Flammability Level (air):</b>	Not applicable
<b>Autoignition Temperature:</b>	Not applicable
<b>Viscosity:</b>	2.6 cSt @ 25 C Estimated

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## 10. STABILITY AND REACTIVITY

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**Reactivity/ Stability:** Stable.

**Conditions to Avoid:** None known.

**Incompatibilities/ Materials to Avoid:** Avoid contact with: Sulfuric acid. Corrosive to some metals. Avoid contact with metals such as brass, ferrous metals, and mild steel. Flammable hydrogen may be generated from contact with metals such as: Zinc. Sodium. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromate

**Hazardous Decomposition Products:** Does not decompose

**Hazardous Polymerization:** Will not occur.

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## 11. TOXICOLOGICAL INFORMATION

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### TOXICITY DATA:

**LD50 Oral:** Typical for this family of materials. LD50, Rat 918 - 1,668 mg/kg

**LD50 Dermal:** For the major component(s): LD50, Rabbit > 5,000 mg/kg

### **CHRONIC TOXICITY:**

For the minor component(s): Potassium chloride - In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, Heart, and Kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. Medical experience with sodium chloride has shown a strong association between elevated blood pressure and prolonged dietary overuse. Related effects could occur in the kidneys.

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**CARCINOGENICITY:** This product is not classified as a carcinogen by NTP, IARC or OSHA.

**MUTAGENIC DATA:** The data presented are for the following material: Calcium chloride (CaCl<sub>2</sub>) - In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride - In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.

**DEVELOPMENTAL TOXICITY:** For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

## 12. ECOLOGICAL INFORMATION

### ECOTOXICITY DATA:

- **Aquatic Toxicity:**  
Material is practically non-toxic to aquatic organisms on an acute basis  
(LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)
- **Freshwater Fish Toxicity:**  
Calcium Chloride: LC50, bluegill (*Lepomis macrochirus*): 8,350 - 10,650 mg/l  
Potassium Chloride: LC50, rainbow trout (*Oncorhynchus mykiss*), 96 h: 4,236 mg/l  
Sodium Chloride: LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l
- **Invertebrate Toxicity:**  
Calcium Chloride: LC50, water flea *Daphnia magna*: 759 - 3,005 mg/l  
Potassium Chloride: EC50, water flea *Daphnia magna*, 24 h, immobilization: 590 mg/l  
LC50, water flea *Ceriodaphnia dubia*, 96 h: 3,470 mg/l  
Sodium Chloride: LC50, water flea *Daphnia magna*: 4,571 mg/l
- **Algae Toxicity:**  
Sodium Chloride: IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

### FATE AND TRANSPORT:

**BIODEGRADATION:** Biodegradation is not applicable.

**BIOCONCENTRATION:** No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

## 13. DISPOSAL CONSIDERATIONS

Reuse or recycle if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Reclaimer. Waste water treatment system.

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## 14. TRANSPORT INFORMATION

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### U.S. DOT 49 CFR 172.101:

Status: Not regulated

### CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

Status: Not regulated

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## 15. REGULATORY INFORMATION

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### U.S. REGULATIONS

- **OSHA REGULATORY STATUS:**  
This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)
- **CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):** Not regulated.
- **EPCRA EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):** Not regulated
- **EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):**  
Acute Health Hazard
- **EPCRA SECTION 313 (40 CFR 372.65):** To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.
- **OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):** Not regulated

### NATIONAL INVENTORY STATUS

- **U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):** All components are listed or exempt
- **TSCA 12(b):** This product is not subject to export notification
- **Canadian Chemical Inventory:** All components of this product are listed on either the DSL or the NDSL.

### STATE REGULATIONS

**California Proposition 65:** This product is not listed, but it may contain impurities/trace elements known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act. **WARNING:** This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bromate, a chemical known to the State of California to cause cancer.

Calcium chloride	
California Proposition 65 Cancer WARNING:	Not Listed

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Calcium chloride	
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Rhode Island Right to Know Hazardous Substance List	Not Listed
Potassium Chloride	
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Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed

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### WHMIS – Classification of Substances:

- D2B – Poisonous and Infectious Material; Materials causing other toxic effects – Toxic material

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## 16. OTHER INFORMATION

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**Prepared by:** OxyChem Corporate HESS – Product Stewardship

**Disclaimer:**

This information is intended solely for the use of individuals trained in the NFPA and/or HMIS systems. A calcium chloride product - For industrial formulation involving food contact. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

**HMIS: (SCALE 0-4)** (Rated using National Paint & Coatings Association HMIS: Rating Instructions, 2nd Edition)

**Health:** 2                      **Flammability:** 0                      **Reactivity:** 0

**NFPA 704 - Hazard Identification Ratings (SCALE 0-4)**

**Health:** 1                      **Flammability:** 0                      **Reactivity:** 0

**Reason for Revision:**

- Three year review
- Updated the (M)SDS header
- Updated the 24 Hour Emergency Telephone Number: SEE SECTION 1
- Modified the Exposure Limit Information: SEE SECTION 8
- Format changes to sections: 8
- Revised California Proposition 65 Statement: SEE SECTION 15
- Revised Canadian Domestic Substance List language: SEE SECTION 15
- Revised Preparer Information: SEE SECTION 16
- Added "End of Safety Data Sheet" phrase

**IMPORTANT:**

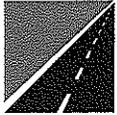
The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and OxyChem assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws.

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees.

---

**End of Safety Data Sheet**

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**All States Asphalt, Inc.**

All States Materials Group®

PO Box 91  
Sunderland, MA 01375  
413-665-7021

**CORPORATION CERTIFICATE TO ACTION**

I, **Rebecca A. Bland**, do hereby certify:

THAT I am the Assistant Clerk of All States Asphalt, Inc., and Subsidiaries, a Massachusetts Corporation having its usual place of business in Sunderland, Massachusetts;

THAT pursuant to prior authority granted by the Directors of All States Asphalt, Inc., and Subsidiaries, pursuant to Massachusetts General Laws Chapter 156B, Section 59, the following continuing and durable power and authority has been

VOTED: That **Richard J. Miller**, or **Alan L. Chicoine**, or either of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.

I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed, and is in full force and effect as of this date; and that the said **Richard J. Miller** and **Alan L. Chicoine** remain as authorized agents of the Corporation for such purposes, without exception.

Seal

ATTEST:

September 12, 2014

Date

Assistant Clerk – Rebecca A. Bland