

MA 18P 21121000000000000049  
NEW

State of Maine



Master Agreement

Effective Date: 07/01/2022      Expiration Date: 07/01/2023  
Master Agreement Description: Diesel Fuel, Ferry Service

Buyer Information

Issuer Information  
T & A: Michelle.Fournier@maine.gov

Requestor Information  
T & A: Tel: 207-624-8864

Agreement Reporting Categories

Authorized Departments  
17A      TRANSPORTATION

Vendor Information

Vendor Line #: 1  
Vendor ID      Vendor Name DEAD RIVER COMPANY LLC  
VC1000022542      Alias/DBA

Vendor Address Information  
PO BOX 467  
  
SCARBOROUGH, ME 04070-0467  
US

Vendor Contact Information

DAVID LUCE  
(207)712-6141  
david.luce@deadriver.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** DEAD RIVER COMPANY LLC

**Commodity Line #:** 1

**Commodity Code:** 40509

**Commodity Description:** Marine diesel delivered to MDOT Ferry boats.

**Commodity Specifications:** Effective 7-1-22 the agreement is amended with a new pricing structure. The Ferry Service reserved 600,000 gallons at fixed rate of \$4.0200 per gallon. See Dead River's Fixed Price Agreement for Gallons in Excess of the Contract

**Commodity Extended Description:** Marine diesel fuel as per the specifications attached and made part of this agreement.

MA.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End</b>
0.00	07/01/2022	<b>Date</b> 05/31/23
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:



7/19/2022

6D6437754DD0459

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

Dead River Company LLC

DocuSigned by:



7/19/2022

CA7356C3CB7E4D3...

Signature

Date

David Luce, Wholesale Commercial Account Manager

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
	Rider C - Exceptions
<input checked="" type="checkbox"/>	Appendix A - Debarment Form
<input checked="" type="checkbox"/>	Fixed Priced Agreement
<input checked="" type="checkbox"/>	Other – Dead River's "Program Terms" and "Program Conditions"
<input checked="" type="checkbox"/>	Other -Safety Data Sheets

Bureau of General Services – Division of Procurement Services  
State of Maine – Department of Administrative and Financial Services  
9 State House Station  
Augusta, Maine 04333-0009

Contract Number  
MA 21121000000000000049

Tel. (207) 624-7340

**AMENDMENT OF MASTER AGREEMENT CONTRACT**

**Commodity Item:** Marine Diesel Fuel, Ferry Service

**Contractor:** Dead River Company LLC

**Effective Date:** 7-01-22

**End Date:** 5/31/2023

**Rate Change:** Effective 7-1-22 the agreement is amended with a new pricing structure. The Ferry Service has reserved 600,000 gallons at a fixed rate of \$4.0200 per gallon. The rate per gallon fee includes all charges (delivery, etc.). The rate charged if gallons are in excess of the contract are described in #12 Dead River's Fixed Price Agreement.

**Extension Clause:** At the discretion of the State of Maine, this agreement may be renewed for one year period.

**Agreement to Amend Contract:**

In accordance with the above referenced amendment clause, the undersigned agrees to continue in effect said Contract No # MA 21121000000000000049 through May 31, 2023 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on this contract from 12/13/2021 to present:  
\$1,020,766.75

Agreement to extend Master Agreement 18P – 21121000000000000049 authorized by:

State of Maine – Department of Administrative and Financial Services

Jaime C. Schorr, Chief Procurement Officer

DocuSigned by:  
  
7/19/2022  
6D6437754DD0459...  
And

Dead River Company LLC

DocuSigned by:  
  
7/19/2022  
CA7356C3CB7E4D3...

David Luce Wholesale Commercial Account Manager

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 21121000000000000049**

**Commodity: Diesel for Ferry Service**

**Master Agreement #: 21121000000000000049**

At the discretion of the State of Maine, this agreement may be renewed for a one year period.

**Vendor Contact Person:** The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

**Name:** David Luce

**Tel:** 207-712-6141

**Email:** David.Luce@Deadriver.com

**Prices:** Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**Quantities:** It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

**Ordering Procedures:** Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

**Using Departments:** The primary using departments of this Master Agreement are: 17A.17D

**Shipping Points:** The items covered by this MA may be requested for and expect to be shipped to various MDOT Ferries.

**Delivery:** The vendor is responsible for the delivery of materials in first class condition at the point of delivery, and in accordance with good commercial practice.

## **Specifications**

**The vendor must meet or exceed the following specifications for the delivery of diesel to the Ferry Service throughout the duration of the contract:**

### **ULTRA LOW SULFUR OFF ROAD DIESEL FUEL 15PPM**

Cetane minimum	45
Water and sediment	.05% maximum
Ash	.003% max preferred, not to exceed .01% max
Sulfur	.05% maximum
API gravity	34-36
Water and sediment % volume	.025% maximum
BTU content	138,000/gal. minimum
Carbon residue on 10% bottoms	0.010% maximum
Bacteria and fungus	0 CFU/ml

Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Department, for the season of year and ambient air temperature per A.S.T.M. D975 as a minimum.

The percentage blend of the winter fuel must be specified on the delivery ticket at time of delivery in addition to the listed requirements. The finished product must exhibit good filterability and shall be free of all foreign contaminants including, but not limited to, soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

**Pricing:** The Ferry Service reserved 600,000 gallons of marine diesel at a fixed rate of \$4.0200 per gallon. See Dead River's Fixed rate agreement for gallons in excess of the contract #12.

**Delivery Locations:** The State of Maine reserves the right to add and remove from schedule during the contract term.

**FOB Destination:** The price per gallon is with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The State of Maine is tax exempt however the price per gallon must also include any and all state, federal and local taxes and fees associated

with the fuel. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**OPIS Report:** An OPIS report for an order is required to be emailed to the above contact(s) by the contracted vendor documenting the rack price that the invoice is based on. An OPIS report must also be supplied upon request if asked for by the using Agency or the Division of Procurement Services.

**Quarterly Reporting:** The vendor must provide the Division of Procurement Services with a quarterly summary report including an annual year to date report total of actual deliveries made to each vessel during the previous quarter. Reports are due 15 days after the end of each quarter. on February 15, May 15, August 15, and November 15.

**Contaminated Fuel Delivery:** The vendor will be held liable for all costs associated with the removal and cleanup of a contaminated fuel delivery including but not limited to wrong fuel put in the tank and bad fuel. The vendor will also be liable for the costs of all repairs associated with the delivery.

**Spill Cleanup:** The vendor will be responsible for all costs associated with spilled fuel that occurs during delivery.

**Certificate of Liability Insurance (COI):** The selected vendor is required to provide an COI annually for the duration of contract.

**ESTIMATED GALLONS ANNUALLY:**

SPECIFIC	ZIP CODE	#	TANK	EST
LOCATION	(5 digit)	OF	SIZE	ANNUAL
		TKS	(GLS)	USAGE
Capt. Henry Lee	04653	Ferry	Sch Del	86,128
Margaret Chase Smith	04849	Ferry	Sch Del	91,508
Capt. Charles Philbrook	04841	Ferry	Sch Del	102,684
Capt. Neal Burgess	04841	Ferry	Sch Del	88,768
Captain E. Frank Thompson	04841	Ferry	Sch Del	170,000
Governor Curtis	04841	Ferry	Sch Del	50,000



**Delivery Schedule:** Timing of fuel deliveries is critical to maintain the ferry schedule for arrival and departure times. Therefore, deliveries must be on time.

## FUELING MAINE STATE FERRY SERVICE VESSELS

### Schedule

Tuesday and Thursday	Capt. E. Frank Thompson	10:30 AM	At Rockland dock
Tuesday	Capt. Charles Philbrook	12:30PM	At Rockland In Pen
Tuesday	Capt. Henry Lee	10:15AM	At Bass Harbor Pen
Wednesday	Margaret Chase Smith	2:00PM	At Lincolnville In Pen
Thursday	Capt. Neal Burgess	1:30PM	At Rockland In Pen

Noted time above is when the vessel arrives at Rockland or its respective dock. This may vary depending on weather and traffic. There will be changes in schedule from summer to winter as indicated by our Ferry Service Schedule. Notice will be given to the vendor in advance of the seasonal schedule changes. Trips are occasionally cancelled due to weather and if this occurs on a fueling day the fueling will take place the next day at the same time.

Maine State Ferry Service line attendant will usually be available to direct the driver. The crew will advise driver on how much fuel is needed and where to connect. All vessels are fueled through a scully fitting.

At times, there may be a need to fuel a spare vessel. This is usually done in conjunction with a regular delivery or may be as a separate delivery to meet the Maine State Ferry Service needs. Each delivery must have a separate ticket. Vessels usually take 1500 to 2400 gallons each week. The truck must have enough fuel on truck that total fueling can be done on delivery time and date. Special deliveries will usually not require that much fuel, but if it does MDOT will notify you for a special load. Occasionally MDOT will fuel a vessel while it is at Rockland Marine Shipyard. The Vendor will be notified if this is the case.

**Security:** Due to Homeland Security rules, Maine State Ferry Service requires driver's names and truck information to be on file. MDOT will have their Security Officer contact the Vendor

**Schedule:** Vessels run 363 days a year. When a fueling day falls on a holiday, MDOT will plan accordingly for either next day delivery or to make a holiday delivery.

Whenever possible deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of Maine, Department of Weights and Measures, and stamped with quantities, location, time (A.M/P.M.) date, driver and product. When bulk deliveries are made, the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed when possible by both the driver and a person from the receiving facility, should be left at the location receiving the fuel.

**Invoices:** The Vendor must email invoices and delivery slips within 24 to 36 hours after the delivery. Email address will be provided the vendor. Delivery slips must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

**RIDER B**  
**TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices,

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate

all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C  
EXCEPTIONS

N/A

**Appendix A**

**Vendor: Dead River Company LLC MA #: MA 18P 2112100000000000049 Date:7-19-22**

**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters  
Primary covered Transactions**

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
David Luce , Wholesale Commercial Account Manager

DocuSigned by:

*David Luce*

7/19/2022

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Signature



### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Maine Department of Transportation determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the Maine Department of Transportation determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the Maine Department of Transportation may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Maine Department of Transportation if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Maine Department of Transportation for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Maine Department of Transportation.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the Maine Department of Transportation, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Maine Department of Transportation may terminate this transaction for cause or default.

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**FIXED PRICE AGREEMENT  
DYED ULTRA-LOW SULFUR DIESEL  
STATE OF MAINE  
MAINE STATE FERRY SERVICE**

Date: July 5<sup>th</sup>, 2022

Account No: TBD

Dead River Company ("DRC") agrees to sell, and State of Maine, Department of Administrative and Financial Services ("Customer") agrees to purchase 600,000 gallons of Ultra-low sulfur diesel ("Committed Gallons") for the period of July 1<sup>st</sup>, 2022, through June 30<sup>th</sup>, 2023 ("Contract Period") to be delivered at various locations (See page 4 for locations).

The fixed price per gallon ("Contract Price") is \$4.0200 per gallon (including all taxes except sales, use, or new taxes) for a total amount of \$2,412,000.00.

This Contract ("Contract") provides that Dead River Company ("DRC") will sell, and the above-named customer ("You") will buy exclusively from DRC, the gallons of product shown above ("Committed Gallons") for the period shown above ("Contract Period") at the fixed price shown above, including all taxes except sales and use tax ("Contract Price"), to be delivered at the following address(es) shown above under the following conditions:

**1.** All gallons delivered will be temperature compensated.

**2. Requirements and Purchase Obligation:** You agree to purchase from DRC ALL requirements of the fuel type indicated for the Contract Period and shall not purchase from any other source during such period. The price of any fuel purchased more than the Committed Gallons will be reflected in the pricing addendum.

**3. Payment Terms Service and Equipment:** Charges to your account beyond the fuel charges described above (for example, for service or equipment purchases) shall be paid in full within 30 days of an approved invoice.

**4. Automatic Delivery:** DRC will deliver to the addresses listed above automatically, based upon projections calculated from historical consumption and weather. You should notify DRC of any changes in consumption expectations. Automatic delivery will continue after the term of the Contract Period. Also, please keep the path to the fill location clear for DRC's driver.

**5. Limitation of Liability:** DRC shall not be liable for any indirect or consequential damages whatsoever. Furthermore, DRC shall not be liable for damages incurred because of failure or delay in delivery of fuel as a result of circumstances beyond DRC's control, including but not limited to, force majeure, supplier interruptions, government mandated allocation, your failure to notify DRC of consumption changes, or Your failure to keep the fill location clear.

**6. New Taxes:** The Contract Price set forth above may be increased by an amount equal to the increment of new taxes imposed on fuel sales not in effect at the time this Agreement was made.

**7. Termination by DRC:** DRC may terminate this Agreement and pursue legal remedies if You breach this Agreement in any way, including failing to pay for goods and services and/or the Committed Gallons covered by this Agreement, and/or by notifying DRC that you do not intend to fulfill the purchase requirements in paragraph 2, DRC may elect to cease deliveries and pursue damages and/or Liquidated Damages as set forth below.

**8. Damages, and Liquidated Damages:** See addendum

**9. NOTICE OF PRICE RISK TO CONSUMER:** The fixed price in this Agreement is based upon market conditions prevailing at the time of signing. You understand and agree that the price is fixed for the season regardless of whether market price goes up or down. You are agreeing to all the Committed Gallons regardless of weather conditions reducing Your fuel requirements.

**10. Downside Protection Option:** If a Downside Protection fee is indicated in the Program Terms, you will pay the lower of DRC's standard daily retail price or the Fixed Rate Per Gallon for the Covered Gallons. If there is no downside protection fee indicated above, you have declined to purchase downside protection and will be charged the Fixed Rate Per Gallon for the Covered Gallons. Please initial indicating Your acceptance of the downside protection program: DS (shall initial)

**11. Fixed Price Contract Compliance:** DRC's performance is secured by fixed price contracts and inventory in compliance with ME - 10 M.R.S.A. 1110(2), NH - R.S.A. §339:79, and VT - 9 V.S.A. §2461(e).

**12. Gallons in Excess of Contract:** For gallons more than contract, please see schedule below:

Bangor, Maine OPIS rack average pricing on the day the product was lifted for delivery to the ferry terminal plus: **\$ .3200.**

**13. THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT IS NOT BINDING UNLESS A SIGNED COPY IS RECEIVED BY DRC BY THE DEADLINE SPECIFIED ABOVE.**

**DEAD RIVER COMPANY**

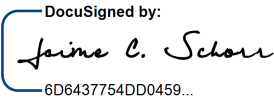
By:  CA7356C3CB7E4D3...

**Name:** David Luce

**Title:** Wholesale-Commercial Account Manager

**Date:** July 1<sup>st</sup>, 2022

**STATE OF MAINE**

By:  6D6437754DD0459...

**Name:** Jaime C. Schorr

**Title:** Chief Procurement Officer

**Date:** 7/19/2022

SPECIFIC	ZIP CODE	#	TANK	EST
LOCATION	(5 digit)	OF	SIZE	SEMI-ANNUAL
		TKS	(GLS)	USAGE
Capt. Henry Lee	04653	Ferry	Sch Del	45,000
Margaret Chase Smith	04849	Ferry	Sch Del	48,000
Capt. Charles Philbrook	04841	Ferry	Sch Del	54,000
Capt. Neal Burgess	04841	Ferry	Sch Del	48,000
Capt. E. Frank Thompson	04841	Ferry	Sch Del	85,000
Everett Libby	04841	Ferry	Sch Del	
Governor Curtis	04841	Ferry	Sch Del	34,000

**Dead River Company "Program Terms" and "Terms and Conditions" Document  
(hereinafter "Agreement")  
between Dead River Company and the State of Maine  
Maine State Ferry Service**

- 1) If by June 30th, 2023, the State of Maine appears to not be in a position to utilize the dyed ultra-low sulfur heating oil (ULSHO) gallons covered in the above-named Agreement, the Parties agree to discuss alternative resolutions to any Damages set forth in the above-named Agreement, or as set forth below.
- 2) In the event that a volume shortfall results in actual financial damages to Dead River Company, the State of Maine agrees to compensate Dead River Company for the amount of said financial damage to be calculated in a reasonable manner and not as a penalty. Prior to the calculation of actual financial damages, Dead River Company must demonstrate to the State of Maine that it has made all commercially reasonable efforts to resell the State of Maine's volume shortfall gallons. Fixed price formula based on NYMEX ULSD Futures value of \$3.7000.
- 3) Per Paragraph 2 above, in the event that Dead River Company is able to resell the State of Maine's volume shortfall gallons at a price higher than its initial purchase price, and therefore not experience any actual financial damages, then Dead River Company shall provide the State of Maine with an account credit in an amount matching the monetary benefit received from the sale of Maine's unused gallon commitment.
- 4) It is hereby recognized by both parties that the above-named Agreement and this amendment are a result of State of Maine request for quotes.

DEAD RIVER COMPANY

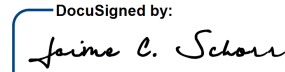
By:   
CA7356C3CB7E4D3...

Name: David Luce

Title: Wholesale-Commercial Account Manager

Date: 7/19/2022

STATE OF MAINE

DocuSigned by:  
By:   
6D6437754DD0459...  
7/19/2022

Name:

7/19/2022

Title:

Date: 7/19/2022



# SAFETY DATA SHEET

## 1. Product and Company Identification

<b>Product identifier</b>	<b>Ultra Low Sulphur Diesel</b>
<b>Other means of identification</b>	Arctic Diesel Ultra Low Sulfur Heating Oil
<b>Synonyms</b>	Not available.
<b>Recommended use</b>	Fuel
<b>Recommended restrictions</b>	None known.
<b>Manufacturer information</b>	Irving Oil Refining G.P. Box 1260 Saint John, NB E2L 4H6 CA Phone: (506) 202-2000 Refinery: (506) 202-3000 Emergency Phone: 1-800-424-9300 (CHEMTREC)
<b>Supplier</b>	See above.

## 2. Hazards Identification

<b>Physical hazards</b>	Flammable liquids	Category 3
<b>Health hazards</b>	Acute toxicity, inhalation	Category 4
	Skin corrosion/irritation	Category 2
	Specific target organ toxicity, repeated exposure	Category 2
	Aspiration hazard	Category 1
<b>Environmental hazards</b>	Not classified.	
<b>WHMIS 2015 defined hazards</b>	Not classified	
<b>Label elements</b>		



<b>Signal word</b>	Danger
<b>Hazard statement</b>	Flammable liquid and vapor. Causes skin irritation. May be fatal if swallowed and enters airways. Harmful if inhaled. May cause damage to organs through prolonged or repeated exposure.

<b>Precautionary statement</b>	
<b>Prevention</b>	Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/eye protection/face protection.
<b>Response</b>	In case of fire: Use appropriate media to extinguish. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. Specific treatment (see information on this label). IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.
<b>Storage</b>	Store in a well-ventilated place. Keep cool. Store locked up.
<b>Disposal</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.

**WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)** None known

**WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)** None known

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** Not applicable.

### 3. Composition/Information on Ingredients

#### Mixture

Chemical name	Common name and synonyms	CAS number	%
Petroleum distillates		68476-34-6	90-100
Benzene		71-43-2	<0.1
Benzo[a]pyrene		50-32-8	<0.1
Naphthalene		91-20-3	<0.1
Toluene		108-88-3	<0.1

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

**Composition comments** \*Ultra Low Sulphur Diesel is a complex mixture of hydrocarbons. Its exact composition depends on the source of the crude oil from which it was produced and the refining methods used. Ultra Low Sulphur Diesel contains hundreds of individual organic chemicals. This section identifies only some of the well-known chemical constituents.

\*Sulphur: < 15 ppm

\*Hydrogen sulphide: Nil

### 4. First Aid Measures

<b>Inhalation</b>	IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.
<b>Skin contact</b>	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. If skin irritation occurs: Get medical advice/attention. Specific treatment (see information on this label).
<b>Eye contact</b>	Flush with cool water. Remove contact lenses, if applicable, and continue flushing. Obtain medical attention if irritation persists.
<b>Ingestion</b>	IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation. Skin irritation. May cause redness and pain. Prolonged exposure may cause chronic effects.
<b>Indication of immediate medical attention and special treatment needed</b>	Symptoms may be delayed.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Take off all contaminated clothing immediately. Wash contaminated clothing before reuse. Keep away from sources of ignition. No smoking. Avoid contact with eyes and skin. Wear rubber gloves and safety glasses with side shields. Keep out of reach of children.

### 5. Fire Fighting Measures

<b>Suitable extinguishing media</b>	Carbon dioxide. Dry chemical. Foam.
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	Container may explode in heat of fire. Vapors may form explosive mixtures with air. Vapors may travel considerable distance to a source of ignition and flash back.
<b>Special protective equipment and precautions for firefighters</b>	Firefighters should wear full protective clothing including self-contained breathing apparatus.
<b>Fire-fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	Flammable liquid and vapor.



**Hazardous combustion products**

May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Polycyclic aromatic hydrocarbons (PAHs). Aromatic hydrocarbons.

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## 6. Accidental Release Measures

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**Personal precautions, protective equipment and emergency procedures**

Keep unnecessary personnel away. Keep out of low areas. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Do not breathe mist or vapor. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

**Methods and materials for containment and cleaning up**

Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Take precautionary measures against static discharge. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Stop leak if you can do so without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Never return spills to original containers for re-use. Following product recovery, flush area with water. Clean surface thoroughly to remove residual contamination. For waste disposal, see section 13 of the SDS. Prevent entry into waterways, sewers, basements or confined areas.

**Environmental precautions**

Do not discharge into lakes, streams, ponds or public waters.

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## 7. Handling and Storage

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**Precautions for safe handling**

Vapors may form explosive mixtures with air.  
Do not handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight.  
Take precautionary measures against static discharges.

Avoid contact with eyes, skin and clothing.  
Wear appropriate personal protective equipment.  
Do not breathe mist or vapor.  
Use only outdoors or in a well-ventilated area.  
Avoid prolonged exposure.  
Observe good industrial hygiene practices.  
Wash thoroughly after handling.  
When handling, do not eat, drink or smoke.

**Conditions for safe storage, including any incompatibilities**

Keep away from heat, sparks and open flame.  
Store in a cool, dry place out of direct sunlight.  
Store in a well-ventilated place.  
Store away from incompatible materials (see Section 10 of the SDS).  
Keep out of reach of children.

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## 8. Exposure Controls/Personal Protection

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**Occupational exposure limits****Canada. Alberta OELs (Occupational Health & Safety Code, Schedule 1, Table 2)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	8 mg/m3
		2.5 ppm
	TWA	1.6 mg/m3
		0.5 ppm
Naphthalene (CAS 91-20-3)	STEL	79 mg/m3
		15 ppm
	TWA	52 mg/m3
		10 ppm
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3
Toluene (CAS 108-88-3)	TWA	188 mg/m3
		50 ppm

**Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	

**Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)**

Components	Type	Value	Form
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	Vapor and aerosol.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Manitoba OELs (Reg. 217/2006, The Workplace Safety And Health Act)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	Inhalable fraction and vapor.
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	Inhalable fraction and vapor.
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	15.5 mg/m3
		5 ppm
	TWA	3 mg/m3
		1 ppm
Benzo[a]pyrene (CAS 50-32-8)	TWA	0.005 mg/m3
Naphthalene (CAS 91-20-3)	STEL	79 mg/m3
		15 ppm
	TWA	52 mg/m3
		10 ppm
Toluene (CAS 108-88-3)	TWA	188 mg/m3
		50 ppm

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Naphthalene (CAS 91-20-3)	PEL	50 mg/m3
		10 ppm

**US. OSHA Table Z-2 (29 CFR 1910.1000)**

Components	Type	Value
Benzene (CAS 71-43-2)	Ceiling	25 ppm
	TWA	10 ppm
Toluene (CAS 108-88-3)	Ceiling	300 ppm
	TWA	200 ppm

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Naphthalene (CAS 91-20-3)	TWA	10 ppm	Inhalable fraction and vapor.
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	
Toluene (CAS 108-88-3)	TWA	20 ppm	

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	1 ppm
	TWA	0.1 ppm
	STEL	75 mg/m3 15 ppm
Naphthalene (CAS 91-20-3)	TWA	50 mg/m3 10 ppm
	STEL	560 mg/m3 150 ppm
	TWA	375 mg/m3 100 ppm

**Biological limit values****ACGIH Biological Exposure Indices**

Components	Value	Determinant	Specimen	Sampling Time
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercapturic acid	Creatinine in urine	*
Benzo[a]pyrene (CAS 50-32-8)	2.5 µg/l	1-Hydroxypyrene, with hydrolysis (1-HP)	Urine	*
Toluene (CAS 108-88-3)	0.3 mg/g	o-Cresol, with hydrolysis	Creatinine in urine	*
	0.03 mg/L	Toluene	Urine	*
	0.02 mg/L	Toluene	Blood	*

\* - For sampling details, please see the source document.

**Exposure guidelines****Canada - Alberta OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Toluene (CAS 108-88-3)	Can be absorbed through the skin.

**Canada - British Columbia OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

**Canada - Manitoba OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

**Canada - Ontario OELs: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

**Canada - Quebec OELs: Skin designation**

Toluene (CAS 108-88-3)	Can be absorbed through the skin.
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**Canada - Saskatchewan OELs: Skin designation**

Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.
Toluene (CAS 108-88-3)	Can be absorbed through the skin.

**US ACGIH Threshold Limit Values: Skin designation**

Benzene (CAS 71-43-2)	Can be absorbed through the skin.
Naphthalene (CAS 91-20-3)	Can be absorbed through the skin.
Petroleum distillates (CAS 68476-34-6)	Can be absorbed through the skin.

<b>Appropriate engineering controls</b>	Mechanical ventilation should be used when handling this product in enclosed spaces. Local exhaust ventilation may be necessary.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Face shield or chemical goggles.
<b>Skin protection</b>	
<b>Hand protection</b>	Nitrile rubber Viton™. PVC gloves. Tychem™ BR/LV. Tychem™ TK.
<b>Other</b>	Use of protective coveralls and long sleeves is recommended. If clothing or footwear becomes contaminated with the product, remove it and completely decontaminate it before re-use, or discard it.
<b>Respiratory protection</b>	For confined spaces, wear a NIOSH-approved (or equivalent) full-facepiece airline respirator in the positive pressure mode with emergency escape provisions. Respirator should be selected by and used under the direction of a trained health and safety professional following requirements found in OSHA's respirator standard (29 CFR 1910.134), CAN/CSA-Z94.4 and ANSI's standard for respiratory protection (Z88.2).
<b>Thermal hazards</b>	Not applicable.
<b>General hygiene considerations</b>	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

## 9. Physical and Chemical Properties

<b>Appearance</b>	Clear
<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid
<b>Color</b>	Water white
<b>Odor</b>	Kerosene
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not applicable
<b>Melting point/freezing point</b>	Not available.
<b>Initial boiling point and boiling range</b>	300 - 700 °F (148.89 - 371.11 °C)
<b>Pour point</b>	-60 - 10 °F (-51.11 - -12.22 °C)
<b>Specific gravity</b>	0.8 - 0.86 @ 15°C
<b>Partition coefficient (n-octanol/water)</b>	3.3 - 7.06 (log Kow)
<b>Flash point</b>	120.0 - 160.0 °F (48.9 - 71.1 °C) Closed Cup
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	0.6-1.3
<b>Flammability limit - upper (%)</b>	6-7.5
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.12 - 26.4 mmHg @ 21°C
<b>Vapor density</b>	Not available.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	Not available.
<b>Auto-ignition temperature</b>	494.6 °F (257 °C)
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	1.3 - 4.1 cSt @104°F

## 10. Stability and Reactivity

<b>Reactivity</b>	May react with incompatible materials.
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Chemical stability</b>	Stable under recommended storage conditions.
<b>Conditions to avoid</b>	Avoid temperatures exceeding the flash point. Do not mix with other chemicals. Heat, open flames, static discharge, sparks and other ignition sources.

Incompatible materials	Acids. Oxidizers.
Hazardous decomposition products	May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Aromatic hydrocarbons.

11. Toxicological Information

Routes of exposure		Eye, Skin contact, Skin absorption, Inhalation, Ingestion.
Information on likely routes of exposure		
Ingestion	May be fatal if swallowed and enters airways.	
Inhalation	Harmful if inhaled. Prolonged inhalation may be harmful. May cause damage to organs by inhalation.	
Skin contact	Causes skin irritation.	
Eye contact	Direct contact with eyes may cause temporary irritation.	
Symptoms related to the physical, chemical and toxicological characteristics	Skin irritation. May cause redness and pain.	
Information on toxicological effects		
Acute toxicity	Harmful if inhaled. May be fatal if swallowed and enters airways.	
Components	Species	Test Results
Benzene (CAS 71-43-2)		
Acute		
Dermal		
LD50	Guinea pig	> 8260 mg/kg, HSDB
	Guinea pig; Rabbit	> 9.4 ml/kg, 24 Hours, ECHA
Inhalation		
LC50	Mouse	9980 ppm, 7 Hours, ECHA
	Rat	43767 mg/m3, 4 Hours, ECHA
		13700 ppm, 4 Hours, ECHA
		10000 ppm, 7 Hours, HSDB
		31.8 mg/l/4h, HSDB
Oral		
LD50	Mouse	4700 mg/kg, HSDB
	Rat	> 2000 mg/kg, ECHA
		5970 mg/kg, ECHA
		4700 mg/kg, HSDB
		3306 mg/kg, HSDB
Benzo[a]pyrene (CAS 50-32-8)		
Acute		
Dermal		
LD50	Rabbit	> 2000 mg/kg
	Rat	> 2000 mg/kg
Inhalation		
LC50	Not available	
Oral		
LD50	Mouse	433 mg/kg
	Not available	
	Rat	725 mg/kg
Naphthalene (CAS 91-20-3)		
Acute		
Dermal		
LD50	Rabbit	> 2 g/kg
	Rat	> 16000 mg/kg, 24 Hours, ECHA
		> 2500 mg/kg, ECHA
Inhalation		
LC50	Rat	> 78 ppm, 4 Hours, ECHA

Components	Species	Test Results
		> 0.4 mg/L, 4 Hours, ECHA
<i>Oral</i> LD50	Guinea pig	1200 mg/kg
	Mouse	710 mg/kg, ECHA
		533 mg/kg
	Rat	490 mg/kg
		2.6 g/kg, HSDB
Petroleum distillates (CAS 68476-34-6)		
<b>Acute</b>		
<i>Dermal</i> LD50	Rabbit	> 2000 mg/kg
		> 1800 mg/kg
		> 5 ml/kg, 24 Hours
<i>Inhalation</i> LC50	Rat	1 - 5 mg/l/4h
		4600 mg/m <sup>3</sup> , 4 Hours
		4.1 mg/L, 4 Hours
<i>Oral</i> LD50	Rat	> 5000 mg/kg
		9 ml/kg
Toluene (CAS 108-88-3)		
<b>Acute</b>		
<i>Dermal</i> LD50	Rabbit	> 5000 mg/kg, 24 Hours, ECHA
		12124 mg/kg, HSDB
		14.1 ml/kg, HSDB
<i>Inhalation</i> LC50	Mouse	6405 - 7436 ppm, 6 Hours, ECHA
		5320 ppm, 8 Hours, ECHA/HSDB
		400 ppm, 24 Hours, HSDB
	Rat	26700 ppm, 1 Hours, HSDB
		12200 ppm, 2 Hours, HSDB
		8000 ppm, 4 Hours, HSDB
		5879 - 6281 ppm, 6 Hours, ECHA
		30 mg/L, 4 Hours, ECHA
		28.1 mg/L, 4 Hours, ECHA
		25.7 mg/L, 4 Hours, ECHA
<i>Oral</i> LD50	Rat	> 5000 mg/kg, ECHA
		5580 mg/kg, ECHA
		2.6 g/kg, HSDB
<b>Skin corrosion/irritation</b>	Causes skin irritation.	
<b>Exposure minutes</b>	Not available.	
<b>Erythema value</b>	Not available.	
<b>Oedema value</b>	Not available.	
<b>Serious eye damage/eye irritation</b>	Direct contact with eyes may cause temporary irritation.	
<b>Corneal opacity value</b>	Not available.	
<b>Iris lesion value</b>	Not available.	
<b>Conjunctival reddening value</b>	Not available.	

**Conjunctival oedema value** Not available.**Recover days** Not available.**Respiratory or skin sensitization****Respiratory sensitization** Not available.**Skin sensitization** This product is not expected to cause skin sensitization.**Mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.**Carcinogenicity** Contains < 3% (w/w) DMSO-extract**ACGIH Carcinogens**

Benzene (CAS 71-43-2)

A1 Confirmed human carcinogen.

Benzo[a]pyrene (CAS 50-32-8)

A2 Suspected human carcinogen.

Naphthalene (CAS 91-20-3)

A3 Confirmed animal carcinogen with unknown relevance to humans.

Petroleum distillates (CAS 68476-34-6)

A3 Confirmed animal carcinogen with unknown relevance to humans.

**Canada - Alberta OELs: Carcinogen category**

Benzene (CAS 71-43-2)

Confirmed human carcinogen.

**Canada - Manitoba OELs: carcinogenicity**

BENZENE (CAS 71-43-2)

Confirmed human carcinogen.

BENZO[A]PYRENE (CAS 50-32-8)

Suspected human carcinogen.

DIESEL FUEL, AS TOTAL HYDROCARBONS,  
INHALABLE FRACTION AND VAPOR (CAS 68476-34-6)

Confirmed animal carcinogen with unknown relevance to humans.

NAPHTHALENE (CAS 91-20-3)

Confirmed animal carcinogen with unknown relevance to humans.

**Canada - Quebec OELs: Carcinogen category**

Benzene (CAS 71-43-2)

Detected carcinogenic effect in humans.

Benzo[a]pyrene (CAS 50-32-8)

Suspected carcinogenic effect in humans.

**IARC Monographs. Overall Evaluation of Carcinogenicity**

Benzene (CAS 71-43-2)

Volume 29, Supplement 7, Volume 100F 1 Carcinogenic to humans.

Benzo[a]pyrene (CAS 50-32-8)

Volume 92, Volume 100F 1 Carcinogenic to humans.

Naphthalene (CAS 91-20-3)

Volume 82 - 2B Possibly carcinogenic to humans.

Petroleum distillates (CAS 68476-34-6)

Volume 45 - 3 Not classifiable as to carcinogenicity to humans.

Toluene (CAS 108-88-3)

Volume 47, Volume 71 - 3 Not classifiable as to carcinogenicity to humans.

**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

**US NTP Report on Carcinogens: Anticipated carcinogen**

Benzo[a]pyrene (CAS 50-32-8)

Reasonably Anticipated to be a Human Carcinogen.

Naphthalene (CAS 91-20-3)

Reasonably Anticipated to be a Human Carcinogen.

**US NTP Report on Carcinogens: Known carcinogen**

Benzene (CAS 71-43-2)

Known To Be Human Carcinogen.

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Benzene (CAS 71-43-2)

Cancer

**Reproductive toxicity**

Not classified.

**Teratogenicity**

Toluene (benzene, methyl-) has caused fetotoxicity (reduced fetal weight), behavioural effects (effects on learning and memory) and hearing loss (in males). These effects have been observed in the offspring of rats exposed by inhalation to 1200 or 1800 ppm toluene. These effects were observed in the absence of maternal toxicity.

**Specific target organ toxicity - single exposure**

Not classified.

**Specific target organ toxicity - repeated exposure**

May cause damage to organs through prolonged or repeated exposure.

**Aspiration hazard**

May be fatal if swallowed and enters airways.

**Chronic effects**

Prolonged inhalation may be harmful. Prolonged or repeated exposure can cause kidney damage.

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**12. Ecological Information**

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**Ecotoxicity**

Components of this product have been identified as having potential environmental concerns.

**Ecotoxicological data**

Components			Species	Test Results
Benzene (CAS 71-43-2)				
Algae	IC50	Algae	29 mg/L, 72 Hours	
Crustacea	EC50	Daphnia	12.18 mg/L, 48 Hours	
Aquatic				
Crustacea	EC50	Water flea (Daphnia magna)	8.76 - 15.6 mg/L, 48 hours	
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	7.2 - 11.7 mg/L, 96 hours	
Naphthalene (CAS 91-20-3)				
Algae	IC50	Algae	0.4 mg/L, 72 Hours	
Crustacea	EC50	Daphnia	2.16 mg/L, 48 Hours	
Aquatic				
Crustacea	EC50	Water flea (Daphnia magna)	1.09 - 3.4 mg/L, 48 hours	
Fish	LC50	Pink salmon (Oncorhynchus gorbuscha)	1.11 - 1.68 mg/L, 96 hours	
Toluene (CAS 108-88-3)				
Algae	IC50	Algae	433 mg/L, 72 Hours	
Crustacea	EC50	Daphnia	7.645 mg/L, 48 Hours	
Aquatic				
Crustacea	EC50	Water flea (Daphnia magna)	5.46 - 9.83 mg/L, 48 hours	
Fish	LC50	Coho salmon,silver salmon (Oncorhynchus kisutch)	8.11 mg/L, 96 hours	
Persistence and degradability	Non-persistent/ Group 1			
Bioaccumulative potential	Not available.			
Mobility in soil	No data available.			
Mobility in general	Not available.			
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.			

**13. Disposal Considerations**

<b>Disposal instructions</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

**14. Transport Information**

<b>Transport of Dangerous Goods (TDG) Proof of Classification</b>	Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.
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**U.S. Department of Transportation (DOT)****Basic shipping requirements:**

<b>UN number</b>	UN1202
<b>Proper shipping name</b>	Diesel fuel
<b>Hazard class</b>	3
<b>Packing group</b>	III
<b>Special provisions</b>	144, B1, IB3, T2, TP1
<b>Packaging exceptions</b>	150

**Transportation of Dangerous Goods (TDG - Canada)****Basic shipping requirements:**

<b>UN number</b>	UN1202
<b>Proper shipping name</b>	DIESEL FUEL; FUEL OIL; GAS OIL; or HEATING OIL LIGHT
<b>Hazard class</b>	3
<b>Packing group</b>	III



**DOT****TDG**


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**15. Regulatory Information**


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**Canadian federal regulations** This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR.

**Canada CEPA Schedule I: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.

**Canada DSL Challenge Substances: Listed substance**

Naphthalene (CAS 91-20-3)	Listed.
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**Canada NPRI VOCs with Additional Reporting Requirements: Mass reporting threshold/Identification Number**

Benzene (CAS 71-43-2)	1 TONNES
Benzo[a]pyrene (CAS 50-32-8)	1 TONNES
Toluene (CAS 108-88-3)	1 TONNES

**Export Control List (CEPA 1999, Schedule 3)**

Not listed.

**Greenhouse Gases**

Not listed.

**Precursor Control Regulations**

Toluene (CAS 108-88-3)	Class B
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**WHMIS 2015 Exemptions** Controlled

**US federal regulations** This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Benzene (CAS 71-43-2)	Cancer
	Central nervous system
	Blood
	Aspiration
	Skin
	Eye
	respiratory tract irritation
	Flammability

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**Hazard categories** Immediate Hazard - Yes  
 Delayed Hazard - Yes  
 Fire Hazard - Yes  
 Pressure Hazard - No  
 Reactivity Hazard - No

**SARA 302 Extremely hazardous substance** No

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**  
 Not regulated.

**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Naphthalene (CAS 91-20-3)  
 Toluene (CAS 108-88-3)

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**US state regulations** See below**US - California Hazardous Substances (Director's): Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - Illinois Chemical Safety Act: Listed substance**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Naphthalene (CAS 91-20-3)  
 Toluene (CAS 108-88-3)

**US - Louisiana Spill Reporting: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - Michigan Critical Materials Register: Parameter number**

Benzene (CAS 71-43-2)	BENZENE
Benzo[a]pyrene (CAS 50-32-8)	BENZO(A)PYRENE
Toluene (CAS 108-88-3)	TOLUENE

**US - Minnesota Haz Subs: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - New Jersey RTK - Substances: Listed substance**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Naphthalene (CAS 91-20-3)  
 Toluene (CAS 108-88-3)

**US - North Carolina Toxic Air Pollutants: Listed substance**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Toluene (CAS 108-88-3)

**US - Pennsylvania RTK - Hazardous Substances: Special hazard**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)

**US - Texas Effects Screening Levels: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Petroleum distillates (CAS 68476-34-6)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - Washington Chemical of High Concern to Children: Listed substance**

Benzene (CAS 71-43-2)

Toluene (CAS 108-88-3)

**US. Massachusetts RTK - Substance List**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Toluene (CAS 108-88-3)

**US. New Jersey Worker and Community Right-to-Know Act**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Petroleum distillates (CAS 68476-34-6)

Toluene (CAS 108-88-3)

**US. Pennsylvania Worker and Community Right-to-Know Law**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Petroleum distillates (CAS 68476-34-6)

Toluene (CAS 108-88-3)

**US. Rhode Island RTK**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Toluene (CAS 108-88-3)

**US. California Proposition 65**

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

Benzene (CAS 71-43-2)

Listed: February 27, 1987

Benzo[a]pyrene (CAS 50-32-8)

Listed: July 1, 1987

Naphthalene (CAS 91-20-3)

Listed: April 19, 2002

**US - California Proposition 65 - CRT: Listed date/Developmental toxin**

Benzene (CAS 71-43-2)

Listed: December 26, 1997

Toluene (CAS 108-88-3)

Listed: January 1, 1991

**US - California Proposition 65 - CRT: Listed date/Male reproductive toxin**

Benzene (CAS 71-43-2)

Listed: December 26, 1997

**Inventory status**

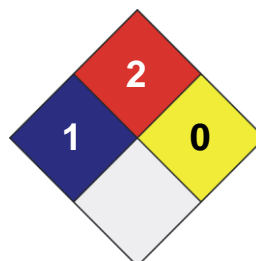
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

**16. Other Information**

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	* 1
FLAMMABILITY	2
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X

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**Prepared by**

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**Other information**

This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR. For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.