

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 08/01/18**Expiration Date:** 07/31/20**Master Agreement Description:** ROCK SALT FOR MAINE DOT SALT AREAS 1 and 3**Buyer Information**

William Allen

207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

KATHLEEN MALCOLM

207-624-3292 ext. KATHLEEN.M.MALCOLM@MAINE.GOV

Requestor Information

Sharon Krechkin

207-624-3038 ext. sharon.krechkin@maine.gov

Authorized Departments

17A TRANSPORTATION

Vendor Information**Vendor Line #: 1****Vendor ID**

VS0000018072

Vendor Name

Morton Salt, Inc.

Alias/DBA**Vendor Address Information**

444 W Lake St, , Suite 3000

Suite 3000

Chicago, IL 60606

US

Vendor Contact Information

Natosha Hunt-Mobley

312-807-2552 ext.

bids@mortonsalt.com

Commodity Information

Vendor Line #: 1

Vendor Name: Morton Salt, Inc.

Commodity Line #: 1

Commodity Code: 77545

Commodity Description: ROCK SALT MaineDOT SALT AREAS REGION 1 & 3

Commodity Specifications: Bulk Safe-T-Salt, Code F140010000Z

Commodity Extended Description: Annual Master Agreement for MDOT Road Salt Region 1 & 3. Prices have been lowered as of August 1, 2019

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 5	Free on Board FOB Dest, Freight Prepaid	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name Morton	Discount 0.0000 %	
	Discount Start Date 08/01/18	Discount End Date 07/31/20

Commodity Information

Vendor Line #: 1

Vendor Name: Morton Salt, Inc.

Commodity Line #: 2

Commodity Code: 77545

Commodity Description: Municipality Award - Not currently renegotiated or extended.

Commodity Specifications:

Commodity Extended Description: This commodity line is for the municipalities of Mercer, Monson Oakfield and the U-Maine Bangor and Farmington locations. This portion of the Master Agreement has not been renegotiated or extended past July 31, 2019.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 5	Free on Board FOB Dest, Freight Prepaid	
Contract Amount \$0.00	Service Start Date 08/01/18	Service End Date 07/31/19
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

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

Contract Number
MA 180605*142

Tel. (207) 624-7340
Fax.# (207) 287-6578

EXTENSION OF ANNUAL CONTRACT

Commodity Item: ROCK SALT FOR MAINE DOT SALT AREAS 1 and 3

Contractor: Morton Salt, Inc.

Contract Period Extended To: 07/31/20

New Lower Pricing: Region #1 Southern: \$59.13; Region #3: \$61.60

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect the Department of Transportation portion only of said Contract No # MA 180605*142 through July 31, 2020 with all terms, conditions remaining as shown in the original contract.

By: (Print Name) Anthony T. Patton

By: (Signature) 

E-mail Address: bids@mortonsalt.com

Date: 4/5/2019

Dollar value the State has spent on this contract from 08/01/18 to present: \$ 3,842,848.04

By: (Print Name) Leanne Miller

By: (Signature) 

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Rock Salt Area 1-Pre8-1-19	Rock Salt, Maine DOT AREA REGION 1 - PRE-Aug 1, 2019	Purchases made before August 1, 2019 - Sodium Chloride	Ton	\$59.65	5
Region 1 SUBSTD SALT 2%Pre8-1-19	Rock Salt, 2% PENALTY Maine DOT REGION 1 - PRE-Aug 1, 2019	Purchases made before August 1, 2019 - Sodium Chloride	Ton	\$58.46	5
Region 1 SUBSTD SALT 5%Pre8-1-19	Rock Salt, 5% PENALTY Maine DOT REGION 1 - PRE-Aug 1, 2019	Purchases made before August 1, 2019 - Sodium Chloride	Ton	\$56.67	5
Rock Salt Area 3Pre8-1-19	Rock Salt, Maine DOT AREA REGION 3 - PRE-Aug 1, 2019	Purchases made before August 1, 2019 - Sodium Chloride	Ton	\$62.08	5
Region 3 SUBSTD SALT 2%Pre8-1-19	Rock Salt, 2% PENALTY Maine DOT REGION 3 - PRE-Aug 1, 2019	Purchases made before August 1, 2019 - Sodium Chloride	Ton	\$60.84	5
Region 3 SUBSTD SALT 5%Pre8-1-19	Rock Salt, 5% PENALTY Maine DOT REGION 3 - PRE-Aug 1, 2019	Purchases made before August 1, 2019 - Sodium Chloride	Ton	\$58.98	5
Rock Salt Area 1	Rock Salt, Maine DOT AREA REGION 1	Sodium Chloride, Rock Salt, Region 1	Ton	\$59.13	5
Region 1 SUBSTD SALT 2%	Rock Salt, 2% PENALTY Maine DOT REGION 1	Sodium Chloride, Rock Salt, Region 1, 2% Penalty	Ton	\$57.95	5
Region 1 SUBSTD SALT 5%	Rock Salt, 5% PENALTY Maine DOT REGION 1	Sodium Chloride, Rock Salt, Region 1, 5% Penalty	Ton	\$56.17	5
Rock Salt Area 3	Rock Salt, Maine DOT AREA REGION 3	Sodium Chloride, Rock Salt, Region 3	Ton	\$61.60	5
Region 3 SUBSTD SALT 2%	Rock Salt, 2% PENALTY Maine DOT REGION 3	Sodium Chloride, Rock Salt, Region 3, 2% Penalty	Ton	\$60.37	5
Region 3 SUBSTD SALT 5%	Rock Salt, 5% PENALTY Maine DOT REGION 3	Sodium Chloride, Rock Salt, Region 3, 5% Penalty	Ton	\$58.52	5

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

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 agreements, 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 on account 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.

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES**

RFQ # 17A18050400000000000597

**ROCK SALT FOR MDOT REGIONS 1 THRU 5B, BUREAU OF
GENERAL SERVICES AUGUSTA, AND VARIOUS
MUNICIPALITIES STATEWIDE**

Quotations/Responses Due: 5/30/2018 not later than 4:00 p.m. local time

Note: All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

In the event that you must contact us for any other reasons than the Q & A previously mentioned, only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of the **MaineDOT, Bureau of Real Estate Mgt, and various Municipalities** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

RFQ REQUIREMENTS

1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix B on page 11**

2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)**
- **Appendix D: Maine Business and Economic Impact Consideration Form (Page 20 of this document)**
- **Appendix E: Municipality Political Subdivision and School District Participation Certification (Page 21 of this document)**
- **Exhibit B: Municipality Spread sheet (Excel Format Preferred)**
- **SDS Sheets**
- **Product Info/Origin Data Sheet**
- **Anti-Caking Additive Statement (Page 15 of this document)**
- **Location of current salt stockpile for testing purposes, in New England preferably. (Shipped samples are not acceptable)**
- **3) References from current State or municipal customers**
- **Confirmation that the company has access to space within the state where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period (e.g. confirmation of pier access and storage space from the Port Authority)**
- **Confirmation from in-State trucking firm of delivery contract with bidding vendor for this award period**

3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **three** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	7/1/2018	6/30/2019
Renewal Period #1	7/1/2019	6/30/2020
Renewal Period #2	7/1/2020	6/30/2021
Renewal Period #3	7/1/2021	6/30/2022

4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.

Appendix B

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

DETAILED SPECIFICATIONS

RFQ # 17A18050400000000000597

ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE

I. GENERAL REQUIREMENTS

VENDOR/CONTRACTOR QUALIFICATIONS: Any vendor that has not been awarded a State of Maine Road Salt Master Agreement in the last 5 seasons will need to furnish the following to prove sufficient infrastructure is in place to meet the high demand during the resulting award period:

- Location of current salt stockpile for testing purposes, in New England preferably. (Shipped samples are not acceptable)
- Three references from current State or municipal customers
- Confirmation that the company has access to space within the state (e.g. confirmation of pier access and storage space from the Port Authority), or nearby location in an adjacent state or Canadian province, where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period.
- Confirmation of available trucking over the contract period from a company that is located either in-state or reasonably local to the source material located in an adjacent state or province.

Any vendor that has not been awarded a State of Maine Road Salt Master Agreement in the last 5 seasons and does not, or cannot, furnish all of the above will be disqualified.

ESTIMATED USAGE:

The estimated MDOT salt usage for the upcoming winter season is in Exhibit A. The quantities listed are based upon typical past usage and the amount of material that is currently stockpiled at each location. These estimated quantities reflect a reasonable approximation of the salt required for an “average” winter. They do not represent a minimum or a maximum amount that will be ordered. However, in aggregate, these quantities are expected to be within 25% of the total indicated, either above or below, depending upon the winter.

PARTICIPATING MUNICIPALITIES:

Please see Municipalities Exhibit B 2018-19.xls which is attached to this RFQ and shows Municipalities/Political Subdivisions and estimated tonnage.

BASIS OF AWARD:

MaineDOT will have the option to make a best value determination for the award of any salt area, as well as the Bureau of Real Estate Management. Such determination will be made with consideration of the price difference between the lowest bidders and the past history that MaineDOT has had with each of the bidders regarding salt quality (as previously documented through MaineDOT’s quality assurance testing) and reliability of past deliveries.

MUNICIPALITIES/POLITICAL SUBDIVISIONS: After notification of bid results, the Municipalities will have two weeks to individually accept or reject their low bid. If they choose to accept the bid, they are committing to buying at least 75% of that quantity and the prices received will also be held for up to 125%. If they reject the bid or no response is received, they will be out of the contract and will need to obtain salt through separate channels. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures. Participating municipalities are 100% responsible for whatever they commit to and the State of Maine and/or MDOT will not pay for salt the municipalities do not pay for.

AUDITS AND ACCOUNTING:

The successful bidder shall allow representatives of the State of Maine 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 bidder 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.

INVOICING:

Separate invoices are required for each order number. Invoices shall include the stockpile location the order is taken from. Each load is to be listed separately with the date delivered on the invoice. Partial orders will not be paid for unless the State has over-ordered for a particular location. Matching delivery slip numbers for each order should be included on the invoice. Invoices received with the delivery slip numbers will be processed prior to invoices without delivery slip numbers.

ORDERING PROCEDURE:

Orders for MaineDOT locations shall be placed direct to vendor by MaineDOT. The Bureau of Real Estate Management or their contractor will order as needed. Municipalities, Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

MEASUREMENTS:

The term 'Ton' shall mean the short ton consisting of 2,000 pounds avoirdupois. Each truck used to haul salt shall bear a plainly legible identification mark, and a tare weight shall be taken prior to each load.

WEIGH SLIPS:

Each truck delivery shall be accompanied by a weigh slip, which shall be left with an employee who works at the delivery point of load. The employee will sign a copy of the weigh slip to acknowledge the receipt of the load.

Contractor shall provide numbered weigh slips, which show the following information:

- Name and address of the contractor
- Name and address of the owner of the scales
- Location of the scales
- Consignee and destination
- Date of delivery
- Order number
- Gross, tare and net weights
- Signature of weigher
- Current vehicle registration number and/or other legible identification mark and signature of vehicle operator
- Space for signature of the department employee accepting the shipment

The State of Maine/Municipalities/Political Subdivisions reserves the right to weigh any truck at a designated location before or after delivery to any particular storage site.

STORAGE REQUIREMENTS

All salt distribution piles shall be covered to prevent the salt from becoming excessively damp. Salt distribution piles shall be covered, or stored within a building, within five (5) days of being established.

DELIVERY REQUIREMENTS:

The sodium chloride shall arrive at the delivery location in a free flowing and useable condition. All truck deliveries shall be dumped at a specific location, either inside or immediately outside a storage building, as directed by the on-site personnel.

Deliveries of trucked salt shall be protected in transit by tight, waterproof coverings to avoid spillage and to prevent additional accumulation of moisture during transit to ensure the least possible moisture content upon delivery. Torn, ripped or permeable load covers or excess water running out of the delivery truck are unacceptable conditions and are likely to result in rejection of the load (ref. "Delivery Rejection" section below).

The State of Maine requires that all deliveries of salt be made in complete compliance with existing state, national, provincial laws or regulations. **Violation of any laws or regulations, including but not limited to weight limitations, shall be considered as grounds for disqualification of the supplier, hauler or both.**

DELIVERY:

Orders for salt shall be delivered within **five (5) working days** of order notification to the contractor. Contractor will make every effort to have delivery vehicle arrival times spread out so as not to exceed the capacity of the equipment used to pile the salt at the delivery location. Should several vehicles arrive at the delivery point at the same time, some vehicles may be delayed before being allowed to dump their load.

NOTICE OF DELIVERY:

The contractor must provide a minimum twenty-four (24) hour notice to each MaineDOT Region office, the Bureau of Real Estate Management, and any Municipality/Political Subdivision office prior to any delivery. Notice must include scheduled delivery date, estimated time and quantity of salt to be delivered

DELIVERY TIMES:

Truck deliveries for MaineDOT will be accepted only during the hours of 6:00 am to 4:00 pm Monday through Friday, unless otherwise arranged with the MaineDOT Region Contact prior to each delivery. BREM deliveries will be accepted only during the hours of 6:30 am to 3:00 pm Monday through Friday Delivery times outside of the normal working hours noted above may require the contractor to reimburse the MaineDOT for the actual cost of personnel brought in to receive the delivery. **During the summer months, and until November, MaineDOT crews work a 4-day schedule of Monday through Thursday. Therefore, Initial Fill deliveries should occur during those days whenever possible. If Friday deliveries are necessary for an Initial fill, MaineDOT will work with the contractor to receive such shipments, providing they are limited to a single location for each Friday required.**

STATE HOLIDAYS:

Deliveries will not be arranged or accepted on any official State of Maine holiday or shut-down day unless specifically requested and approved. A listing of official holidays and shut-down days will be provided upon request. (Shut down days normally exist on a single work day either immediately prior to or following an official holiday.)

DELIVERY SCHEDULE FOR REMAINDER OF CONTRACT TERM

The MaineDOT Region Contacts listed in Exhibit A, or their designee shall be responsible for placing additional orders for any delivery locations during the remainder of the contract period. Contractor shall be responsible for providing the MaineDOT Region Contact with a weekly delivery schedule. Said schedule shall be sent no later than Wednesday of the week preceding scheduled deliveries. Orders for salt shall be delivered within **five (5) working**

days of order notification to the contractor. Contractor will make every effort to have delivery vehicle arrival times spread out so as not to exceed the capacity of the equipment used to pile the salt at the delivery location. Should several vehicles arrive at the delivery point at the same time, some vehicles may be delayed before being allowed to dump their load.

FAILURE TO DELIVER:

If a contractor fails to furnish salt in accordance with all requirements, including delivery through the end of the contract period, the State and or Municipalities/Political Subdivisions may re-purchase the same item from another source, without competitive bidding, and the original contractor may be liable to the state for any excess cost. Experience from past winters has shown that, during periods of heavy storm activity, the ability to provide a trucking capacity of at least twelve (12) 30-ton deliveries, per day, per region, will be necessary at times. Contractors that are unable to reliably provide salt deliveries may become ineligible to receive future contract awards.

INSPECTIONS:

The State of Maine shall be provided free entry and access at the Contractor’s storage areas for sampling. It is anticipated that determination for initial compliance will be made from samples obtained from the supplier’s storage areas or from rail cars if no storage areas are provided within the state. Shipments to the delivery locations may be randomly sampled for compliance. Said samples shall be representative of all salt delivered to a location on that day. Penalties, if any, will be assessed against the accumulated and mixed samples of each day’s delivery to each location. Details of penalties and percentages are outlined in Section III, *Penalties and Price Adjustments*. Laboratory results will be provided to the Contractor when penalties are assessed.

Contractor is strongly encouraged to sample and test their product prior to shipping product to the buyer so that any necessary corrective action may be taken to assure conformity to specifications.

DELIVERY REJECTION:

The State of Maine/Municipalities/Political Subdivisions reserves the right to reject or refuse any salt or deliveries which do not conform to these specifications for screen size, chemical quality or moisture content, or which are not delivered in good condition. Shipments that are rejected will be returned to the Contractor at no cost to the state. Contractor shall promptly replace all deliveries of salt that are rejected.

II. SPECIFICATIONS FOR MINED ROCK SALT

CHEMICAL COMPOSITION:

The sodium chloride shall conform to a chemical composition of a minimum of 95%. Variations of less than 95% but above 93% will result in acceptance at reduced payment as provided in Section III, *Penalties and Price Adjustments*.

GRADING:

Rock salt shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- Passing a 1/2” sieve (12.50mm) 100%
- Passing a 3/8” sieve (9.50mm) 95% - 100%
- Passing a No. 4 sieve (4.75mm) 20% - 80%
- Passing a No 8 sieve (2.36mm) 10% - 50%
- Passing a No 30 sieve (0.60mm) 0% - 10%

Because of restrictions used to calibrate salt on Department sanders, the 1/2” gradation requirement is critical. The contractor will be required to re-screen the sodium chloride for continued oversize deliveries.

MOISTURE:

Salt shall be in a free-flowing condition when received at the delivery location with a moisture content not to exceed 1%.

ANTI-CAKING ADDITIVE:

Salt shall be loose and free of lumps and shall contain not less than 20ppm of pure anti-caking agent. All bidders are required to identify type of anti-cake additive used in their product. Bidders are required to submit the appropriate Material Safety Data Sheets (MSDS) and Product Information/Data Sheets to the State of Maine at the time of bid response.

Please State Anti-Cake Additive : _____

III. PENALTIES AND PRICE ADJUSTMENTS

CHLORIDES:

Penalties will be assessed against the accumulated and mixed samples of each day’s deliveries to each location for salt that does not meet the chemical composition of total chlorides as specified in Table 1.

TABLE 1 – Percent Sodium Chloride

Percent (%) of Sodium Chloride	Percent (%) of Payment of Unit Bid Price
95.0 % - 100%	100%
94.0 % – 94.9 %	96%
93.0 % - 93.9 %	92%
Below 93.0 %	Not Acceptable

MOISTURE:

Delivered rock salt shall not normally exceed one percent (1.0 %). Salt which exceeds the moisture content as specified will be subject to penalties according to Table 2.

TABLE 2 – Moisture Content for Rock Salt

Moisture Content	Percent (%) of Payment of Unit Bid Price
0 – 1.0 %	100%
1.1 – 2.0 %	98%
Above 2.0 %	Normally rejected. If accepted, see ** below

** Rock salt with a moisture content in excess of 2% will normally be rejected. If the state elects to accept salt with a moisture content exceeding 2%, the price reduction shall be calculated as follows:

Percentage (%) of payment of unit bid price = 100 – 3.5 (moisture content in % - 1)

*Example: Rock salt with a moisture content of 3.0 %
 % of Payment of unit bid price = 100 – 3.5 (3.0-1.0)
 % of Payment of unit bid price = 93.0 %*

GRADATION:

A penalty will be assessed for gradations that exceed the maximums specified in Section II, *Grading*. The bid price of the salt will be reduced by one (1) percent for each percent by which gradation exceeds the maximums allowed.

CONTAMINATION:

Each load of salt having contaminants in it (e.g. trash, pavement chunks, tarps, etc...) shall be subject to rejection at no cost to MaineDOT. If MaineDOT elects to keep the delivery, a penalty of 5% will be applied to each load, in addition to any other applicable penalties that may be in effect.

ASSESSMENT OF PENALTIES:

Random sampling and testing of rock salt shall be obtained and tested by Maine Department of Transportation personnel. Failing test reports will be used to calculate reduced payments when penalties and price adjustments are to be applied. The reduction in payment shall continue until such time as a new passing test is obtained. When onsite inspections and tests indicate that the salt being supplied is an inferior product, the Contractor will be notified that the salt is unacceptable. If acceptable rock salt is not provided within five (5) working days (or as otherwise authorized by the MaineDOT/ Municipalities/Political Subdivisions), then the MaineDOT/Municipalities/Political Subdivisions may pursue such actions as described in Section I, *Failure to Deliver*.

EXCESSIVE PENALTIES:

Contractors that are unable to reliably provide salt meeting the specifications set forth in Section II, without penalties, may become ineligible to receive future contract awards.

IV. SAMPLING AND TESTING

SAMPLING:

Each sample submitted for testing shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least a pound in weight and not include the top inch of stored material. Every attempt shall be made to insure a composite sample representative of the pile. Samples for chemical composition, gradation and anti-caking may also be obtained at the time of delivery to the purchaser's delivery destination.

METHOD OF TESTING:

1. Chemical composition testing for sodium chloride shall conform to the rapid method of testing given in Appendix A1 of AASHTO M-143-86. A second method of rapid analysis could be the use of Gran's plot titration method developed by Orion Research Incorporated. In case that the coarse salt sample is used 100.00 g sample is taken and dissolved in a 2-liter volumetric flask quantitatively. An aliquot of 5.00 ml or 2.00 ml of this solution is then pipetted out to the titrated according to either of these two methods.

If controversy occurs, analysis shall be made in accordance with the method specified for "Salt" in the current "Official Methods of Analysis for the Association of Official Agricultural Chemists".

2. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked in a manner as to prevent loss of material during sieving. Woven wire cloth shall conform to AASHTO M92. Gradation analysis shall be made on oven dried material and the sample shall weigh after drying at least 500 grams. In no case shall the fraction retained on any sieve at the completion of the sieving operation weigh more than four grams per square inch of sieving surface (this is 200 grams for 8 inch diameter round sieves).

If sieving is completed by hand, the procedure will include shaking with lateral and vertical motion with occasional jarring action so as to keep the material moving continuously over the surfaces of the sieves for a time of not less than three minutes. The balance or scale shall be sensitive to within 0.2% of the weight of the sample to be tested.

3. Moisture content shall be determined by a method of weighing before and after oven drying at 110° + 5° C

(230° + 9° F) for a minimum of four hours.

4. The test for anti-caking material shall be made following the attached method for colorimetric determination of YPS or YPP treated salt. For an anti-caking material other than YPS or YPP the successful bidder shall indicate the chemical nature of the material and shall furnish a laboratory procedure for determining the amount of anti-caking material to the Maine Department of Transportation, Testing Engineer, P.O. Box 1208, Bangor, Maine 04401 within 30 days of the award of the bid by the Bureau of Purchases.

METHOD FOR THE COLORIMETRIC DETERMINATION - YPS TREATED ROCK SALT

Scope of Method

This colorimetric procedure is applicable in determination range 0-100 ppm of Sodium Ferro cyanide $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10 \text{H}_2\text{O}$ (YPS) utilizing a colorimeter such as the Coleman Jr. II spectrophotometer.

Reagents

1. Sodium Ferro cyanide $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10 \text{H}_2\text{O}$
2. Ferrous Sulfate $\text{FeSO}_4 \cdot 7 \text{H}_2\text{O}$
3. Sulfuric Acid, concentrated
4. Sodium Chloride, reagent grade
5. Sodium Hydroxide, reagent grade

Reagent Solutions

A. Sodium Ferro cyanide Solutions

1. 0.1% solution - weigh exactly 1.000 gram of Sodium Ferro cyanide, dissolve in distilled water and dilute to 1 liter.
2. 0.05% (500 ppm) solution - take 50 ml aliquot of the above 0.1% solution and dilute to 100 ml.

B. Ferrous Sulfate (5% solution)

Dissolve 5 grams $\text{FeSO}_4 \cdot 7 \text{H}_2\text{O}$ in approximately 50 ml of water, add 2 ml concentrated Sulfuric Acid and dilute to 100 ml.

C. Sodium Hydroxide Solution (2%)

Dissolve 20 grams of NaOH in 1 liter of water.

D. Sulfuric Acid, 1:5

Add 20 ml of conc. H_2SO_4 slowly into 100 ml of water, mix well and let cool.

Note: Solutions A and B should be prepared fresh daily or as required.

Preparation of Standards

Six 25 gram samples of reagent grade NaCl are weighed (to 0.01 g) and placed in 250 ml beakers. To each of the samples add 0, 1, 2, 3, 4 and 5 ml of 0.05% sodium Ferro cyanide solution, respectively, (0 ml being a blank) mix well. Prepare standard solution by adding NaOH and H_2SO_4 as described in the sample preparation except NO filtration is needed. To all six flasks add 5 ml of the Ferrous Sulfate solution, bring to 100 ml mark with water, cover flasks with stoppers and mix well. Maximum intensity of color develops in 15 minutes. The standards now indicate 0-100 ppm of Sodium Ferro cyanide in increments of 20 ppm with respect to the original salt sample.

Determination of Sodium Ferro cyanide in Rock Salt

The bulk sample is split down to representative sample of about 300 grams. This portion is then pulverized such that it will all pass a 70 mesh sieve and is mixed thoroughly to ensure good homogeneity. A 25 gram portion of this material is mixed with 5 ml 2% NaOH, stirred and let set for 10 min., 60 ml of water is then added into this solution and the pH is adjusted to 2 with H₂SO₄ (1:5). The solution is filtered through a #1 Whatman filter paper into a 100 ml volumetric flask. Five ml of Ferrous Sulfate solution is added, the volume brought to mark, the flask stoppered, the contents well mixed and allowed to stand 15 minutes. The absorbance of each of the standard solutions is determined against the blank solution at 775 nm. A calibration curve of absorbance vs. ppm is constructed. The absorbance of the samples is then determined and the concentration is read off the calibration curve.

Appendix A


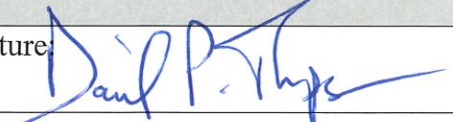
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Morton Salt, Inc.		
Chief Executive - Name/Title: Anthony T. Patton		
Tel: 312-807-2496	Fax: 312-896-9208	E-mail: bids@mortonsalt.com
Headquarters Street Address: 444 W. Lake Street, Suite 3000		
Headquarters City/State/Zip: Chicago, IL 60606		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Natosha Hunt-Mobley		
Tel: 312-807-2552	Fax: 312-896-9208	E-mail: bids@mortonsalt.com
Street Address: 444 W. Lake Street, Suite 3000		
City/State/Zip: Chicago, IL 60606		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Anthony T. Patton	Title: Director, U.S. Gov't Bulk Deicing Sales & Marketing
Authorized Signature: 	Date: 5/30/2018
Name: Daniel P. Thompson	Title: V.P. of Bulk Deicing Sales & Marketing
Authorized Signature: 	Date: 5/30/2018

Debarment, Performance, and Non-Collusion Certification

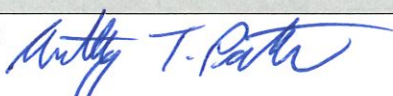
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Anthony T. Patton	Title: Director, U.S. Gov't Bulk Deicing Sales & Marketing
Authorized Signature: 	Date: 5/30/2018

Appendix E

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

RFQ # 17A18050400000000000597

**ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL
SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows: **Upon Mutual Agreement**

No

Name of Company: **Morton Salt, Inc.**

Address: **444 W. Lake Street, Suite 3000**

Signature: 

Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Date:
5/30/2018

PRODUCT DATA SHEET

Morton® Bulk Safe-T-Salt® Deicing Salt

Description

Morton® Bulk Safe-T-Salt® is rock salt (mineral sodium chloride) that is direct-mined from natural underground deposits and then further processed for end use by crushing and screening. The bulk salt complies with ASTM D632 and AASHTO M 143 specifications for purity. The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt. Bulk Safe-T-Salt® is treated with a mixture of sodium ferrocyanide, or Yellow Prussiate of Soda (YPS), to impart immediate protection against caking and freezing.

Application

Morton® Bulk Safe-T-Salt® may be applied at reduced application rates compared with standard highway deicing salt depending on the weather conditions and the assessment of the operators that are applying the product.

Chemical Properties

	Range
Sodium Chloride (%)	≥97.0
Water Insolubles (%)	≤4.0
Moisture (Surface)(%)	≤0.4
Anticaking (as YPS)(mg/kg)	70-100 ppm

¹ASTM method, moisture-free basis.

Physical Properties

Appearance

Morton® Bulk Safe-T-Salt® is a free flowing product that is naturally white to grey or tan in color with some dark particles.

Sieve Analysis

The actual particle size may vary from Type 1 Grade 1 specifications with handling at production stockpiles and with further handling of bulk salt shipped through distribution centers and stockpiles.

U.S.S. Mesh	Opening Millimeters ¹	Cumulative % Passing ²
		Range
1/2-in	12.5	100
3/8-in	9.5	95-100
4	4.75	20-90
8	2.36	10-60
30	0.6	0-10

¹10 millimeters (mm) per centimeter; 25.4 millimeters per inch.

²Targeted to meet ASTM and AASHTO screening standards.

Material Source

Salar Grande de Tarapacá, Chile

Storage

Morton® Bulk Safe-T-Salt® should be stored indoors or under a tarp.

Availability

Morton® Bulk Safe-T-Salt® is available at various locations across North America in truck, barge, or ship load quantities.

This data is based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.

Safety Data Sheet**Section 1: Identification of the Substance/Mixture and of the Company/Undertaking****1.1 Product identifier**

Product Name • **Safe-T-Salt**

Synonyms • Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)

CAS Number • 7647-14-5

SDS Number/Grade • 91006

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

Relevant identified use(s) • Ice Control

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.
444 W. Lake Street
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone (General) • 312-807-2000

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification**EU/EEC**

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Not classified

DSD/DPD • Not classified

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD

- According to European Directive 1999/45/EC this preparation is not considered dangerous.

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012

- Not classified

2.2 Label elements

OSHA HCS 2012

Hazard statements • No label element(s) specifically required

2.3 Other hazards

OSHA HCS 2012

- This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS

- Not classified

2.2 Label elements

WHMIS

- No label element(s) specifically required

2.3 Other hazards

WHMIS

- In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

Section 3 - Composition/Information on Ingredients**3.1 Substances**

- Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

3.2 Mixtures**Composition**

Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	96% TO 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts
Yellow Prussiate of Soda	CAS:13601-19-9 EC Number:	< 0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA

Prussian Blue	CAS:14038-43-8 EC Number:	< 0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Salt w/Blue
---------------	------------------------------	---------	-----	--	----------------------------

Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation

- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.

Skin

- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.

Eye

- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.

Ingestion

- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician

- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media

- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.

Unsuitable Extinguishing Media

- No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards

- No unusual fire or explosion hazards known.

Hazardous Combustion Products

- No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions

- Wear suitable protective clothing, gloves, and eye/face protection.

Emergency Procedures

- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents. Store in a dry place.

Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines					
	Result	Canada Quebec	Germany DFG	Mexico	OSHA
Yellow Prusslate of Soda as Cyanide compounds	TWAs	Not established	Not established	5 mg/m ³ TWA LMPE-PPT (as CN) <i>as Cyanide compounds</i>	5 mg/m ³ TWA (as CN) <i>as Cyanide compounds</i>
	Ceilings	10 ppm Ceiling (as CN); 11 mg/m ³ Ceiling (as CN) <i>as Cyanide compounds</i>	2 mg/m ³ Peak (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established
	MAKs	Not established	2 mg/m ³ TWA MAK (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established

Exposure Control Notations

Germany DFG

•Yellow Prusslate of Soda as Cyanide Compounds: **Pregnancy:** (no risk to embryo/fetus if exposure limits adhered to (calculated as CN)) | **Skin:** (skin notation)

8.2 Exposure controls

Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Key to abbreviations

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.
Color	Colorless, white or multicolored.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	5 to 8
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)
Viscosity	Not relevant	Explosive Properties	Not relevant.
Oxidizing Properties:	Not relevant.		
Volatility			
Vapor Pressure	1 mmHg (torr) @ 865 C(1589 F) Not relevant	Vapor Density	Data lacking
Evaporation Rate	Data lacking		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable.		
Environmental			
Octanol/Water Partition coefficient	Data lacking		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

GHS Properties	Classification
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

- Chronic (Delayed)** • No data available.
- Ingestion**
- Acute (Immediate)** • Ingestion may cause the following symptoms - diarrhea.
- Chronic (Delayed)** • No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

- Product waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
- Packaging waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

- 14.6 Special precautions for user** • None known.

- 14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC** • Not relevant.

Code

Section 15 - Regulatory Information**15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture**

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No
Prussian Blue	14038-43-8	No	No	No
Yellow Prusslate of Soda	13601-19-9	No	Yes	Yes

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prusslate of Soda	13601-19-9	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes
Prussian Blue	14038-43-8	No	Yes	Yes
Yellow Prusslate of Soda	13601-19-9	Yes	Yes	Yes

Australia**Labor****Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring**

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prusslate of Soda 13601-19-9 Not Listed
- Yellow Prusslate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

Australia - High Volume Industrial Chemicals List

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prusslate of Soda 13601-19-9 Not Listed
- Yellow Prusslate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5

Australia - List of Designated Hazardous Substances - Classification

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prusslate of Soda 13601-19-9 Not Listed
- Yellow Prusslate of Soda as Cyanide compounds Self classification required
- Sodium chloride 7647-14-5 Not Listed

Environment**Australia - National Pollutant Inventory (NPI) Substance List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Ozone Protection Act - Scheduled Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Priority Existing Chemical Program

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Canada**Labor****Canada - WHMIS - Classifications of Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**Canada - CEPA - Priority Substances List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Europe**Other****EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico**Other****Mexico - Hazard Classifications**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico - Regulated Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States**Labor****U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		(XCN where X=H or any other group where a formal dissociation may occur. For example KCN or Ca[CN]2)
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.0 % de minimis concentration (X+CN- where X = H+ or any other group where a formal dissociation can be made. For example KCN or Ca(CN) ₂ . Chemical Category N106)	
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.2 mg/L (total, wastewater); 590 mg/kg (total, nonwastewater); 0.86 mg/L (amenable, wastewater); 30 mg/kg (amenable, nonwastewater)	
• Sodium chloride	7647-14-5	Not Listed

United States - California**Environment****U.S. - California - Proposition 65 - Carcinogens List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

• Prussian Blue	14038-43-8	Not Listed
-----------------	------------	------------

• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		
• Sodium chloride	7647-14-5	Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date • 21/April/2014

Preparation Date • 4/Jan/2010

Disclaimer/Statement of Liability • The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees

and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available

MOISTURE:

Salt shall be in a free-flowing condition when received at the delivery location with a moisture content not to exceed 1%.

ANTI-CAKING ADDITIVE:

Salt shall be loose and free of lumps and shall contain not less than 20ppm of pure anti-caking agent. All bidders are required to identify type of anti-cake additive used in their product. Bidders are required to submit the appropriate Material Safety Data Sheets (MSDS) and Product Information/Data Sheets to the State of Maine at the time of bid response.

Please State Anti-Cake Additive : Prussian blue and yellow/ Prussiate of Soda

III. PENALTIES AND PRICE ADJUSTMENTS

CHLORIDES:

Penalties will be assessed against the accumulated and mixed samples of each day’s deliveries to each location for salt that does not meet the chemical composition of total chlorides as specified in Table 1.

TABLE 1 – Percent Sodium Chloride

Percent (%) of Sodium Chloride	Percent (%) of Payment of Unit Bid Price
95.0 % - 100%	100%
94.0 % – 94.9 %	96%
93.0 % - 93.9 %	92%
Below 93.0 %	Not Acceptable

MOISTURE:

Delivered rock salt shall not normally exceed one percent (1.0 %). Salt which exceeds the moisture content as specified will be subject to penalties according to Table 2.

TABLE 2 – Moisture Content for Rock Salt

Moisture Content	Percent (%) of Payment of Unit Bid Price
0 – 1.0 %	100%
1.1 – 2.0 %	98%
Above 2.0 %	Normally rejected. If accepted, see ** below

** Rock salt with a moisture content in excess of 2% will normally be rejected. If the state elects to accept salt with a moisture content exceeding 2%, the price reduction shall be calculated as follows:

Percentage (%) of payment of unit bid price = 100 – 3.5 (moisture content in % - 1)

*Example: Rock salt with a moisture content of 3.0 %
 % of Payment of unit bid price = 100 – 3.5 (3.0-1.0)
 % of Payment of unit bid price = 93.0 %*

GRADATION:

A penalty will be assessed for gradations that exceed the maximums specified in Section II, *Grading*. The bid price of the salt will be reduced by one (1) percent for each percent by which gradation exceeds the maximums allowed.