

MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 08/01/18

**Expiration Date:** 07/31/20

**Master Agreement Description:** ROCK SALT, MaineDOT Salt Areas 2,4,5A & 5B & Municipalities

**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**

VS0000002139

**Vendor Name**

HARCROS CHEMCIALS

**Alias/DBA**

HARCROS

**Vendor Address Information**

5200 SPEAKER RD

KANSAS CITY, KS 66106

US

**Vendor Contact Information**

ROMONA THIBEAULT

800-286-6756 ext.

WESTBROOK@HARCROS.COM

**Payment Discount Terms**

**Discount 1:** 0.0000 % 10 Days

**Discount 2:** 0.0000 % 15 Days

**Discount 3:** 0.0000 % 20 Days

**Discount 4:** 0.0000 % 30 Days

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** HARCROS CHEMCIALS

**Commodity Line #:** 1

**Commodity Code:** 77545

**Commodity Description:** ROCK SALT FOR MAINE DOT SALT AREAS 2, 4, 5A & 5B

**Commodity Specifications:** As per the specifications attached made part of this MA

**Commodity Extended Description:** ROCK SALT FOR MAINE DOT SALT AREAS 2, 4, 5A & 5B

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 3	<b>Free on Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Harcros	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 08/01/18	<b>Discount End Date</b> 07/31/20

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** HARCROS CHEMCIALS

**Commodity Line #:** 2

**Commodity Code:** 77545

**Commodity Description:** Municipality Award ONLY

**Commodity Specifications:** As per the specifications attached made part of this MA. This line for the partial Municipality award, see attached list.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 3	<b>Free on Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 08/01/18	<b>Service End Date</b> 07/31/20
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

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\*143

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

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** ROCK SALT FOR MAINE DOT SALT AREAS 2, 4, 5A, 5B & TOWNS

**Contractor:** Harcross Chemicals

**Contract Period Extended To:** 07/31/20

**New Lower Pricing:** N/A

**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\*143 through July 31, 2020 with all terms, conditions remaining as shown in the original contract.

By: (Print Name) James Grady

By: (Signature) James Grady

E-mail Address: [jhibeault@harcross.com](mailto:jhibeault@harcross.com)

Date: 04/10/2019

**Dollar value the State has spent on this contract from 08/01/18 to present: \$ 6,382,359.00**

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASU	LIST PRICE	DELIVERY DAYS
Rock Salt Area 2	Rock Salt, Maine DOT AREA REGION 2	Sodium Chloride, Rock Salt, Region 2	Ton	\$54.82	5
Rock Salt Area 2 SUBSTD SALT 2%	Rock Salt, 2% PENALTY Maine DOT REGION 2	Sodium Chloride, Rock Salt, Region 2, Substandard Salt - 2% Penalty	Ton	\$53.72	5
Rock Salt Area 2 SUBSTD SALT 5%	Rock Salt, 5% PENALTY Maine DOT REGION 2	Sodium Chloride, Rock Salt, Region 2, Substandard Salt - 5% Penalty	Ton	\$52.08	5
Rock Salt Area 4	Rock Salt, Maine DOT AREA REGION 4	Sodium Chloride, Rock Salt, Region 4	Ton	\$57.34	5
Rock Salt Area 4 SUBSTD SALT 2%	Rock Salt, 2% PENALTY Maine DOT REGION 4	Sodium Chloride, Rock Salt, Region 4, Substandard Salt - 2% Penalty	Ton	\$56.19	5
Rock Salt Area 4 SUBSTD SALT 5%	Rock Salt, 5% PENALTY Maine DOT REGION 4	Sodium Chloride, Rock Salt, Region 4, Substandard Salt - 5% Penalty	Ton	\$54.47	5
Rock Salt Area 5A	Rock Salt, Maine DOT AREA REGION 5A	Sodium Chloride, Rock Salt, Region 5A	Ton	\$85.46	5
Rock Salt Area 5A SUBSTD SALT 2%	Rock Salt, 2% PENALTY Maine DOT REGION 5A	Sodium Chloride, Rock Salt, Region 5A, Substandard Salt - 2% Penalty	Ton	\$83.75	5
Rock Salt Area 5A SUBSTD SALT 5%	Rock Salt, 5% PENALTY Maine DOT REGION 5A	Sodium Chloride, Rock Salt, Region 5A, Substandard Salt - 5% Penalty	Ton	\$81.19	5
Rock Salt Area 5B	Rock Salt, Maine DOT AREA REGION 5B	Sodium Chloride, Rock Salt, Region 5B	Ton	\$68.66	5
Rock Salt Area 5B SUBSTD SALT 2%	Rock Salt, 2% PENALTY Maine DOT REGION 5B	Sodium Chloride, Rock Salt, Region 5B, Substandard Salt - 2% Penalty	Ton	\$67.29	5
Rock Salt Area 5B SUBSTD SALT 5%	Rock Salt, 5% PENALTY Maine DOT REGION 5B	Sodium Chloride, Rock Salt, Region 5B, Substandard Salt - 5% Penalty	Ton	\$65.23	5

Exhibit A

**Maine Department of Transportation**  
Estimated rock salt quantities for FY2019

<b>Area 1</b>	<b>Total Estimated</b>	<b>Initial</b>
<b>Delivery Location</b>	<b>Quantity (Tons)</b>	<b>Fill Quantity*</b>
Alfred	500	0
Bowdoin**	500	0
Bridgton	30	0
Cornish	300	0
Danville	300	0
Freeport	2500	0
Fryeburg	1700	0
Gorham	300	0
Gray	1500	0
Lebanon	300	0
Lyman	300	0
North Berwick	2500	0
Poland	30	0
Scarborough	3000	0
Shapleigh	300	0
South Paris	1500	0
Standish	500	0
Topsham	1500	0
Topsham**	300	0
Turner	1500	0
Yarmouth	30	0
<b>Area 1 Total:</b>	<b>19390</b>	<b>0</b>

<b>Area 4</b>	<b>Total Estimated</b>	<b>Initial</b>
<b>Delivery Location</b>	<b>Quantity (Tons)</b>	<b>Fill Quantity*</b>
Aurora	700	1000
Bailyville	1100	150
Bangor	3500	1500
Bar Harbor	900	100
Beddington	700	0
Carmel 69	1300	100
Charleston	1500	800
Cherryfield	1700	1200
East Machias**	30	0
Eddington	1500	400
Eddington**	30	0
Enfield	3300	2000
Hancock	1500	1000
Indian Twp.**	330	100
Guilford	1400	100
Jonesboro	1200	600
Lamoine**	30	0
Milo	2290	800
Orland	1500	500
Perry	1500	1200
Plymouth	3800	600
Sedgwick	700	500
Wesley	1100	500
Whiting**	210	100
<b>Area 4 Total:</b>	<b>31820</b>	<b>13250</b>

<b>Area 2</b>	<b>Total Estimated</b>	<b>Initial</b>
<b>Delivery Location</b>	<b>Quantity (Tons)</b>	<b>Fill Quantity*</b>
Belgrade	300	0
Brooks (w/Knox)	200	200
Edgecomb	600	0
Fairfield	1500	0
Knox	200	200
Montville	30	0
North Augusta	300	300
Northport	200	200
Randolph	600	0
Richmond	2000	1500
Searsport	600	150
Sidney (w/ N. Aug)	2000	2000
South China	300	300
Unity (w/Knox)	200	200
Waldoboro	600	0
Washington	200	200
West Gardiner	200	200
Winterport (w/ Searsport)	150	0
Winthrop	500	500
<b>Area 2 Total:</b>	<b>10680</b>	<b>5950</b>

<b>Area 5-A</b>	<b>Total Estimated</b>	<b>Initial</b>
<b>Delivery Location</b>	<b>Quantity (Tons)</b>	<b>Fill Quantity</b>
Ashland	1600	800
Caribou	1500	700
Fort Fairfield	1000	300
Fort Kent	1500	800
Madawaska	1500	900
Mars Hill	1500	900
Presque Isle	1000	90
Van Buren	1000	600
Woodland	1000	600
<b>Area 5A Total:</b>	<b>11600</b>	<b>5690</b>

<b>Area 5-B</b>	<b>Total Estimated</b>	<b>Initial</b>
<b>Delivery Location</b>	<b>Quantity (Tons)</b>	<b>Fill Quantity</b>
Amity	1000	500
Crystal	1000	100
Houlton	2000	600
Linneus**	30	0
Macwahoc**	30	0
Medway	2000	700
Oakfield	2000	1000
Sherman	2200	600
Springfield	1200	900
Topsfield	2000	1200
<b>Area 5B Total:</b>	<b>13460</b>	<b>5600</b>

<b>Area 3</b>	<b>Total Estimated</b>	<b>Initial</b>
<b>Delivery Location</b>	<b>Quantity (Tons)</b>	<b>Fill Quantity*</b>
Athens	1100	0
Avon	300	0
Bethel	1700	0
Canaan	700	0
Chain of Ponds (Gold Brook)	650	0
Dallas	2200	0
Dixfield	1500	0
Eustis (Stratton)	1200	0
Farmington (Fairbanks)	1100	0
Jackman	2800	0
Jay	1300	0
Kingfield	1200	0
Mercer	1100	0
Moscow	900	0
Rockwood	900	0
Shirley	1100	0
Solon	1200	0
West Forks	1200	0
Wilson's Mills (Lincoln Pkt.)	400	0
<b>Area 3 Total:</b>	<b>22550</b>	<b>0</b>

<b>Statewide Summary (Tons)</b>		
<b>Area</b>	<b>Est. Quantities</b>	<b>Initial Fill</b>
Area 1	19390	0
Area 2	10680	5,950
Area 3	22550	0
Area 4	31820	13,250
Area 5-A	11600	5,690
Area 5-B	13460	5,600
<b>Total Est. Quantity</b>	<b>109500</b>	<b>30,490</b>

<b>Region Contacts</b>		
<b>Region Office (Area)</b>	<b>Telephone</b>	<b>Contact</b>
Southern Region (1)	(207) 885-7000	Tim Cusick
Mid-Coast Region (2)	(207) 624-8200	Tom Roberts
Western Region (3)	(207) 562-4228	Henry McFerren
Eastern Region (4)	(207) 941-4500	Shawn Davis
Northern Region (5)	(207) 764-2060	Mark Ireland

**Notes:**  
 \* "Initial Fill" quantities are INCLUDED in the "Total Estimated Quantities". Initial Fill quantities are delivered prior to Nov. 1st.  
 \*\* Locations associated with contractors that plow state roads for MaineDOT. These contractors may be municipal or private.

## 2019 MA 18605-14 Harcross Municipality Pricing

Municipality	DOT Region	2019-2020 Tonnage	Price per Ton	Contact Name	Phone Number	TOWN ANSWER	EMAIL	NOTES
Augusta	2	4400	<b>\$55.25</b>	Lesley Jones	626-2435	Yes	<a href="mailto:lesley.jones@augustamaine.gov">lesley.jones@augustamaine.gov</a>	8/19/19 Email
Boothbay Harbor	2	250	<b>\$54.10</b>	Nick Upham	380-5635	Yes	<a href="mailto:nupham@boothbayharbor.org">nupham@boothbayharbor.org</a>	9/4/19 via phone
Columbia Falls	4	210	<b>\$59.68</b>	Heather Grant	483-4067	Yes	<a href="mailto:townofcolumbiafalls@gmail.com">townofcolumbiafalls@gmail.com</a>	8/15/19 Email
Hancock	4	200	<b>\$50.50</b>	Toni Dyer	422-3393	Yes	<a href="mailto:townofhancock@hancocktownoffice.com">townofhancock@hancocktownoffice.com</a>	8/29/19 via phone
Lexington (Woodpecker Logging)	3	300	<b>\$62.84</b>	David Spencer	858-1813	Yes	<a href="mailto:David.Spencer@somersetcounty-me.org">David.Spencer@somersetcounty-me.org</a>	8/15/19 Email
Lincoln	4	1200	<b>\$58.84</b>	Dennis Bullen	290-7174	Yes	<a href="mailto:Dennis.bullen@lincolnmaine.org">Dennis.bullen@lincolnmaine.org</a>	8/29/19 Email
Loring Development Authority	5	400	<b>\$86.68</b>	Neal R. Haines	328-7005 ext 5	Yes	<a href="mailto:nhaines@loring.org">nhaines@loring.org</a>	8/14/19 Email
Machias	4	300	<b>\$58.60</b>	Christina Therrien	255-6621	Yes	<a href="mailto:townmanager@machiasme.org">townmanager@machiasme.org</a>	8/21/19 email
Mayfield TWP	3	230	<b>\$58.32</b>	David Spencer	858-1813	Yes	<a href="mailto:David.Spencer@somersetcounty-me.org">David.Spencer@somersetcounty-me.org</a>	8/15/19 Email
Moscow (Sam White Excavation – Concord TWP)	3	230	<b>\$62.86</b>	David Spencer	858-1813	Yes	<a href="mailto:David.Spencer@somersetcounty-me.org">David.Spencer@somersetcounty-me.org</a>	8/15/19 Email
Mount Desert	4	1700	<b>\$51.60</b>	Tony Smith	276-5743	Yes	<a href="mailto:director@mtdesert.org">director@mtdesert.org</a>	9/4/19 Email
Mount Vernon	2	400	<b>\$53.50</b>	Lee Dunn	293-2179/242-5828	Yes	<a href="mailto:daisymaydel58@hotmail.com">daisymaydel58@hotmail.com</a>	9/4/19 Email
Nobleboro	2	200	<b>\$63.64</b>	Susan Isabel	563-8816	Yes	<a href="mailto:townclerk@tidewater.net">townclerk@tidewater.net</a>	8/28/19 Email
Penobscot	4	180	<b>\$50.60</b>	Bill Hutchins	266-2417	Yes	<a href="mailto:penobscottownoffice@gmail.com">penobscottownoffice@gmail.com</a>	8/28/19 via phone
Pittston	2	300	<b>\$57.62</b>	Debbie MacInnes	582-4438	Yes	<a href="mailto:pittstonselectboard@roadrunner.com">pittstonselectboard@roadrunner.com</a>	8/15/19 Email
Rockwood (Dennis Frigon)	3	100	<b>\$69.48</b>	David Spencer	858-1813	Yes	<a href="mailto:David.Spencer@somersetcounty-me.org">David.Spencer@somersetcounty-me.org</a>	8/15/19 Email
Sebec	4	220	<b>\$60.86</b>	Joe Flint	717-3913	Yes	<a href="mailto:jiflint13@gmail.com">jiflint13@gmail.com</a>	8/28/19 Email
Sedgwick	4	300	<b>\$51.90</b>	Ben Astbury	479-4421	Yes	<a href="mailto:astburyb6@gmail.com">astburyb6@gmail.com</a>	9/4/19 Email
Somerville	2	500	<b>\$54.40</b>	Chris Johnson	549-3828	Yes	<a href="mailto:somervillemeboard@gmail.com">somervillemeboard@gmail.com</a>	8/28/19 Email
South Bristol	2	310	<b>\$66.40</b>	Brenda	563-3977	Yes	<a href="mailto:sbristol@tidewater.net">sbristol@tidewater.net</a>	8/23/19 email
Veazie	4	500	<b>\$50.35</b>	Mark Leonard	947-2781	Yes	<a href="mailto:mleonard@veazie.net">mleonard@veazie.net</a>	8/23/19 email

# 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.  $\text{H}_2\text{SO}_4$  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  $\text{H}_2\text{SO}_4$  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 H<sub>2</sub>SO<sub>4</sub> (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 C

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

COST RESPONSE

RFQ # 17A1805040000000000597

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

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

**Note-MDOT Salt Area 5 has been split into 2 areas, 5A & 5B. Please note that while a different price may be submitted for each, both 5A & 5B must be bid if submitting a bid for this region.**

**Please download this document and the attached Excel spreadsheet to your desktop. Fill out the required sections of this document (Appendix A Bid Cover Page & Debarment Form) and the attached Municipality pricing spreadsheet-Exhibit B. Attach both to your response in VSS along with all other requested documents below. For your electronic response in VSS for MDOT Regions & BGS, please put the per ton price in the corresponding unit price field and enter the delivery days. Please enter "0" on the municipality line. Failure to do this may result in disqualification of your bid.**

**REQUESTED RETURNED DOCUMENTS:**

- **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**

**Appendix D**

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 17A1805040000000000597**

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

**Maine Business Analysis**

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

**Maine Economic Impact**

1. Fill in the amount stated on your company’s most recent W-2 for:
  - Income taxes paid in Maine
  - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	
-----------------------------	--

<b>MAINE BUSINESS ANALYSIS</b>		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

<b>MAINE ECONOMIC IMPACT</b>	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	



**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:

\_\_\_\_\_ No

**Name of Company:**

---

**Address:**

---

**Signature:**

---

**Date:**

---

# Appendix A

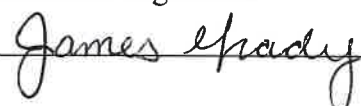
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <b>Harcros Chemicals Inc.</b>		
Chief Executive - Name/Title: <b>James Grady - Regional Manager</b>		
Tel: <b>(800) 642-0181</b>	Fax: <b>(603) 880-0685</b>	E-mail: <b>jgrady@harcros.com</b>
Headquarters Street Address: <b>8 Capital Street</b>		
Headquarters City/State/Zip: <b>Nashua, NH 03063</b>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <b>Romona Thibeault-Administrative Coordinator</b>		
Tel: <b>(800) 286-6756</b>	Fax: <b>(207) 854-8976</b>	E-mail: <b>rthibeault@harcros.com</b>
Street Address: <b>50 Larrabee Rd.</b>		
City/State/Zip: <b>Westbrook, Maine 04092</b>		

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: <b>James Grady</b>	Title: <b>Regional Manager</b>
Authorized Signature: 	Date: <b>5/29/18</b>

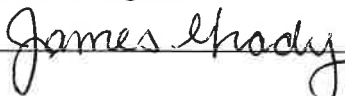
**Debarment, Performance, and Non-Collusion Certification**

*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: James Grady	Title: Regional Manager
Authorized Signature: 	Date: 5/29/18

**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:

LOCATIONS LISTED ON EXHIBIT B

No

**Name of Company:**

Harcros Chemicals Inc.

**Address:**

50 Larrabee Road - Westbrook, Maine 04092

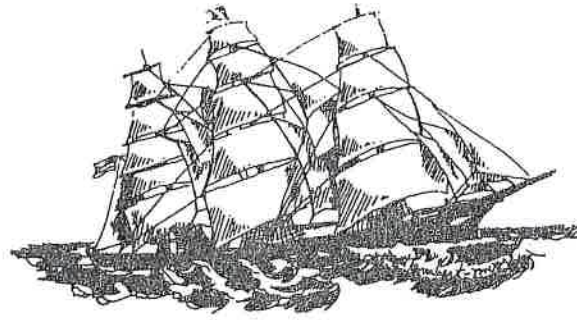
**Signature:**

*James Brady*

**Date:**

5/29/18

OFFICE:  
134 Middle Street, Suite 210  
Lowell, MA 01852  
Phone: 978 ▪ 251-8553  
Fax: 978 ▪ 251-8244



PLANT:  
37 Marginal Street  
Chelsea, MA 02150  
Phone: 617 ▪ 884-5201  
800 ▪ 799-7258

## Eastern Salt Company, Inc.

### ANTI-CAKING AGENT:

Yellow Prussiate of Soda (Sodium Ferro cyanide)

### QUANTITY OF INHIBITOR USED PER TON:

Typical amount added is 0.18 pounds/ton.

Range between 80 PPM – 100 PPM

### METHOD OF DETERMINING THE PRESENCE OF INHIBITOR:

Spectrophotometry by Molecular Absorption

### SOLUBILITY IN WATER:

The Solubility in water is 350 Grams/Liter or 2.9 pounds/gallon.

### PHOTODECOMPOSITION OF THE TREATMENT AGENT:


In solution it slowly decomposes in sunlight.



Compañía Minera  
**CORDILLERA**

United States - Chile Free Trade Agreement  
**CERTIFICATE OF ORIGIN**  
(Instrucciones on reverse)

Tratado de Libre Comercio Chile - Estados Unidos  
**CERTIFICADO DE ORIGEN**  
(Instrucciones al reverso)

<b>1 Exporter's Name, Address and Tax Identification Number:</b> Nombre, dirección y Número de Rol Único Tributario del exportador  <b>COMPAÑIA MINERA CORDILLERA CHILE SCM</b> <b>CERRO EL PLOMO 5680 OFC. 404 SANTIAGO - CHILE</b> <b>ID. 76,800,800-0</b>		<b>2 Blanket Period:</b> Período que cubre:  From De <table border="1"> <tr> <td>D</td> <td>M</td> <td>Y-A</td> </tr> </table> To A <table border="1"> <tr> <td>D</td> <td>M</td> <td>Y-A</td> </tr> </table>				D	M	Y-A	D	M	Y-A	
D	M	Y-A										
D	M	Y-A										
<b>3 Producer's Name, Address and Tax Identification Number:</b> Nombre, dirección y Número de Rol Único Tributario del productor:  <b>COMPAÑIA MINERA CORDILLERA CHILE SCM</b> <b>CERRO EL PLOMO 5680 OFC. 404 SANTIAGO - CHILE</b> <b>ID. 76,800,800-0</b>		<b>4 Importer's Name, Address and Tax Identification Number:</b> Nombre, dirección y Número de Rol Único Tributario del Importador:  <b>EASTERN SALT COMPANY</b> <b>134 MIDDLE STREET, SUITE 210</b> <b>LOWELL, MA 01852</b> <b>USA</b>										
<b>5 Description of Good(s) - Descripción del (los) bien (es)</b>		<b>6 HS Tariff Classification - Clasificación Arancelaria</b>	<b>7 Preference Criterion - Criterio para trato preferencial</b>	<b>8 Producer - Productor</b>	<b>9 RVC - VCR</b>	<b>10 Country of Origin - País de origen</b>						
SALT IN BULK DEICING GRADE ( 38,502.94 M/T ), INVOICE NBR. 00446 ..... ..... .....		2501.00	A	YES	NO	CHILE						
<b>11 I certify that:</b> - The information on this document is true and accurate and I assume the responsibility for proving such representations. I understand that I am liable for any false statements or material omissions made on or in connection with this document; - I agree to maintain, and present upon request, documentation necessary to support this Certificate, and to inform, in writing, all persons to whom the Certificate was given of any changes that would affect the accuracy or validity of this Certificate; - The goods originated in the territory of one or more of the Parties, and comply with the origin requirements specified for those goods in the United States-Chile Free Trade Agreement, and unless specifically exempted in Article 4.11 of Annex 4.1, there has been no further production or any other operation outside the territories of the Parties; and  This Certificate consists of <u>1</u> pages, including all attachments Este Certificado se compone de <u>1</u> hojas incluyendo todos sus anexos.												
Declaro bajo juramento que: - La información contenida en este documento es verdadera y exacta y me hago responsable de comprobar lo aquí declarado. Estoy consciente que seré responsable por cualquier declaración falsa u omisión hecha en o relacionada con el presente documento. - Me comprometo a conservar y presentar, en caso de ser requerido, los documentos necesarios que respalden el contenido del presente certificado, así como a notificar por escrito a todas las personas a quienes entregue el presente certificado, de cualquier cambio que pudiera afectar la exactitud o validez del mismo. - Los bienes son originarios del territorio de una o ambas Partes y cumplen con todos los requisitos de origen que les son aplicables conforme al Tratado de Libre Comercio Chile-Estados Unidos, no han sido objeto de procesamiento ulterior o de cualquier otra operación fuera de los territorios de las Partes; salvo en los casos permitidos en el Artículo 4.11 o en el Anexo 4.1.												
<b>Authorized Signature - Firma autorizada:</b>  		<b>Company - Empresa:</b>  <b>COMPAÑIA MINERA CORDILLERA CHILE SCM</b>										
<b>Name - Nombre:</b>  <b>JAIME LAGOS CEPERNIC</b>		<b>Title - Cargo:</b>  <b>GENERAL MANAGER</b>										
<b>Date - Fecha:</b> <table border="1"> <tr> <td>0</td> <td>LI</td> <td>Y-A</td> </tr> <tr> <td>23</td> <td>5</td> <td>2017</td> </tr> </table>		0	LI	Y-A	23	5	2017	<b>Telephone - Teléfono:</b>  <b>56 ( 02 ) 24294470</b>		<b>FAX - Fax:</b>  <b>56 ( 02 ) 242944770</b>		
0	LI	Y-A										
23	5	2017										
<b>12. Observaciones</b>												





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** Sodium Chloride; Rock Salt

**Other means of identification**  
**SDS number** 323011-01

**Recommended use** Deicing agent. For industrial and manufacturing use only.

**Recommended restrictions** None known.

**Manufacturer/Importer/Supplier/Distributor information**  
**Manufacturer**

**Company name** Harcros Chemicals Inc  
**Address** 5200 Speaker Rd.  
Kansas City, KS 66106  
United States

**Main Telephone Number** 1-913-321-3131  
**Website** www.harcros.com  
**E-mail** custserv@harcros.com

**Emergency #: CHEMTREC** 1-800-424-9300  
**Emergency #: CHEMTREC** 1-703-527-3887 (call collect)

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**Environmental hazards** Not classified.

**OSHA defined hazards** Combustible dust Classification not possible  
Pyrophoric gas Not applicable  
Simple asphyxiant Not applicable

### Label elements

**Hazard symbol** None.

**Signal word** None.

**Hazard statement** The mixture does not meet the criteria for classification.

**Precautionary statement**

**Prevention** Observe good industrial hygiene practices.

**Response** Wash hands after handling.

**Storage** Store away from incompatible materials. Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in accordance with local/regional/national/international regulations.

**Disposal** Dispose of contents/container in accordance with local/regional/national/international regulations.

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

**Supplemental information** None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Chloride		7647-14-5	100

\*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

#### 4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Do not rub eyes. Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Dusts may irritate the respiratory tract, skin and eyes.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

#### 5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

#### 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Collect dust using a vacuum cleaner equipped with HEPA filter.  Large Spills: Wet down with water and dike for later disposal. Shovel the material into waste container. Avoid the generation of dusts during clean-up. Following product recovery, flush area with water.  Small Spills: Sweep up or vacuum up spillage and collect in suitable container for disposal. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

#### 7. Handling and storage

Precautions for safe handling	Minimize dust generation and accumulation. Provide appropriate exhaust ventilation at places where dust is formed. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

#### 8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).



**Appropriate engineering controls** If material is ground, cut, or used in any operation which may generate dusts, use appropriate local exhaust ventilation to keep exposures below the recommended exposure limits. It is recommended that users of this product perform a risk assessment to determine the appropriate PPE.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Wear safety glasses with side shields (or goggles).

**Skin protection**

**Hand protection** Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

**Other** Wear suitable protective clothing.

**Respiratory protection** Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.

**Thermal hazards** Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations** Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

**Appearance** Crystalline.

**Physical state** Solid.

**Form** Powder. Crystals.

**Color** White.

**Odor** Not available.

**Odor threshold** Not available.

**pH** 6 - 8

**Melting point/freezing point** > 932 °F (> 500 °C)

**Initial boiling point and boiling range** > 1832 °F (> 1000 °C)

**Flash point** Not available.

**Evaporation rate** Not available.

**Flammability (solid, gas)** Not available.

**Upper/lower flammability or explosive limits**

**Flammability limit - lower (%)** Not available.

**Flammability limit - upper (%)** Not available.

**Explosive limit - lower (%)** Not available.

**Explosive limit - upper (%)** Not available.

**Vapor pressure** 0.1 kPa @865°C

**Vapor density** Not available.

**Relative density** Not available.

**Solubility(ies)**

**Solubility (water)** 36G/100g H2O @20°C

**Partition coefficient (n-octanol/water)** Not available.

**Auto-ignition temperature** Not available.

**Decomposition temperature** Not available.

**Viscosity** Not available.

**Other information**

**Flash point class** Does not flash.  
**Molecular weight** 58.44 g/mol  
**Specific gravity** 2.17

**10. Stability and reactivity**

**Reactivity** The product is stable and non-reactive under normal conditions of use, storage and transport.  
**Chemical stability** Material is stable under normal conditions.  
**Possibility of hazardous reactions** No dangerous reaction known under conditions of normal use.  
**Conditions to avoid** Contact with incompatible materials.  
**Incompatible materials** Avoid contact with oxidizing agents (e.g. nitric acid, peroxides and chromates). Acids.  
**Hazardous decomposition products** Chlorine. Hydrogen chloride. Oxides of Sodium.

**11. Toxicological information**

**Information on likely routes of exposure**

**Inhalation** Dust may irritate respiratory system.  
**Skin contact** Dust or powder may irritate the skin.  
**Eye contact** Dust may irritate the eyes.  
**Ingestion** Expected to be a low ingestion hazard.

**Symptoms related to the physical, chemical and toxicological characteristics** Dusts may irritate the respiratory tract, skin and eyes.

**Information on toxicological effects**

**Acute toxicity**

Product	Species	Test Results
Sodium Chloride; Rock Salt		
<u>Acute</u>		
Oral		
LD50	Mouse	4000 mg/kg estimated
	Rat	3000 mg/kg estimated

Components	Species	Test Results
Sodium Chloride (CAS 7647-14-5)		
<u>Acute</u>		
Oral		
LD50	Mouse	4000 mg/kg
	Rat	3000 mg/kg

\* Estimates for product may be based on additional component data not shown.

**Skin corrosion/irritation** Prolonged skin contact may cause temporary irritation.  
**Serious eye damage/eye irritation** Direct contact with eyes may cause temporary irritation.  
**Respiratory or skin sensitization**  
**Respiratory sensitization** Not a respiratory sensitizer.  
**Skin sensitization** This product is not expected to cause skin sensitization.  
**Germ cell mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.  
**Carcinogenicity** This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

## OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

<b>Reproductive toxicity</b>	This product is not expected to cause reproductive or developmental effects.
<b>Specific target organ toxicity - single exposure</b>	Not classified.
<b>Specific target organ toxicity - repeated exposure</b>	Not classified.
<b>Aspiration hazard</b>	Not an aspiration hazard.
<b>Further information</b>	This product has no known adverse effect on human health.

## 12. Ecological information

**Ecotoxicity** The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Product	Species		Test Results
Sodium Chloride; Rock Salt			
<b>Aquatic</b>			
Crustacea	EC50	Daphnia	917.9 mg/l, 48 hours estimated
Fish	LC50	Fish	8605.5586 mg/l, 96 hours estimated
<b>Components</b>	<b>Species</b>		<b>Test Results</b>
Sodium Chloride (CAS 7647-14-5)			
<b>Aquatic</b>			
Crustacea	EC50	Water flea (Daphnia magna)	340.7 - 469.2 mg/l, 48 hours
Fish	LC50	Fathead minnow (Pimephales promelas)	6020 - 7070 mg/l, 96 hours

\* Estimates for product may be based on additional component data not shown.

<b>Persistence and degradability</b>	No data is available on the degradability of this product.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	No data available.
<b>Other adverse effects</b>	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>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
<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>	Dispose of in accordance with local regulations. 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>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

**DOT**  
Not regulated as dangerous goods.

**IATA**  
Not regulated as dangerous goods.

**IMDG**

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

**15. Regulatory information**

**US federal regulations** This product is not known to be 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)**

Not listed.

**SARA 304 Emergency release notification**

Not regulated.

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

Not listed.

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

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

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**SARA 313 (TRI reporting)**

Not regulated.

**Other federal regulations**

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

Not regulated.

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

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**US state regulations**

**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

**US. Massachusetts RTK - Substance List**

Not regulated.

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

Not listed.

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

Not listed.

**US. Rhode Island RTK**

Not regulated.

**US. California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

## International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
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)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

## 16. Other information, including date of preparation or last revision

**Issue date** 06-18-2015

**Version #** 01

**HMIS® ratings**  
Health: 1  
Flammability: 0  
Physical hazard: 0

**NFPA ratings**  
Health: 1  
Flammability: 0  
Instability: 0

**Disclaimer** Harcros cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information provided in this Material Safety Data Sheet has been obtained from sources believed to be reliable. Harcros Chemicals Inc., provides no warranties, either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Harcros Chemicals Inc., knows of no medical condition, other than those noted on this Material Safety Data Sheet, which are generally recognized as being aggravated by exposure to this product.

**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 :** 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.