

MA 18P 21101400000000000025
NEW

State of Maine



Master Agreement

Effective Date: 11/01/21

Expiration Date: 08/31/23

Master Agreement Description: Corrosion Inhibited Liquid Magnesium Chloride

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000037422

Vendor Name

Innovative Municipal Products (US), Inc

Alias/DBA

Innovative Surface Solutions

Vendor Address Information

454 River Road

Glenmont, NY 12077

US

Vendor Contact Information

Stephanie Lalima
18002575808 ext.
Orders@innovativecompany.com

Payment Discount Terms

Discount 1:	0.0000%	5	Days
Discount 2:	0.0000%	10	Days
Discount 3:	0.0000%	20	Days
Discount 4:	0.0000%	30	Days

Commodity Information

Vendor Line #: 1

Vendor Name: Innovative Municipal Products (US), Inc

Commodity Line #: 1

Commodity Code: 77545

Commodity Description: Road Maintenance Salt (See Class 192 for Ice Removal Chemicals)

Commodity Specifications:

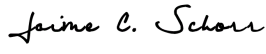
Commodity Extended Description: Corrosion Inhibited Liquid Magnesium Chloride.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
5		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Corrosion Inhibited Liquid Magnesium Chloride	0.0000 %	
	Discount Start Date	Discount End Date
	11/01/21	08/31/23

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services


DocuSigned by:
 10/25/2021
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

Innovative Municipal Products (US), Inc

DocuSigned by:
 10/26/2021
4AD3827B168F498...

Signature Date

Syed Ali, Bid Manager / Sr. Analyst

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Product Technical Specification Sheet
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 211014-025

Commodity: Corrosion Inhibited Liquid Magnesium Chloride

Master Agreement Competitive Bid RFQ: 17A 210921-061

Contract Period: Through August 31, 2023. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

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

Tel: 518-729-4319 or 800-257-5808

Email: Orders@innovativecompany.com

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

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the selected vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

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

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

Specifications

CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE

I. GENERAL SPECIFICATIONS

- A. Product shall be listed on the Clear Roads Qualified Product List (QPL). Website: <https://clearroads.org/qualified-product-list/>
- B. Product must not contain constituents more than the following established total concentration limits. Results are stated as Parts Per Million (ppm). If product exceeds any of the following constituents, then the bidder shall identify the exception(s) and explain any mitigating circumstances. MaineDOT reserves the right to evaluate any exceptions and decide product eligibility.

Phosphorus	250.00 ppm	Chromium	1.0 ppm
Cyanide	0.20 ppm	Cadmium	0.20 ppm
Arsenic	5.00 ppm	Barium	10.00 ppm
Copper	4.00 ppm	Selenium	5.00 ppm
Lead	1.00 ppm	Zinc	10.00 ppm
Mercury	0.05 ppm		

- D. Product must have a pH between 4-7
- E. Product shall contain 22% plus or minus 1% to produce a final material having a eutectic (freezing) point of -40°F or lower.
- F. A 3% solution of the corrosion inhibited chemical product shall have a corrosion value of at least 70% less than that of a 3% solution of Sodium Chloride. (Determined by NACE, National Association of Corrosion Engineers, the standard TM-01-69 as modified by PNS (Pacific Northwest Snow fighters).
- G. Product must be capable of being used as a stockpile treatment, on-board wetting agent and as a salt brine enhancer. Product must have deicing capabilities on its own as well as be an effective enhancer of salt and salt brine.
- H. A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.
- I. Bids must be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS). All documents must be clearly legible. MaineDOT reserves the right to request up to two (2) gallons of product, at no additional cost, for verification testing.

II. DELIVERY OF PRODUCT

- A. Deliveries shall be made to any of the listed MaineDOT locations identified in Exhibit A, FOB Destination-Freight Prepaid.
- B. Loads shall normally be 4,000 gallons and may be split between 2 locations. When specifically authorized, loads in excess of 4,000, but within legal load limitations, may be authorized.
- C. Bidder will be responsible for all necessary equipment to transfer liquid chemical products to MaineDOT's storage tanks.
- D. MaineDOT's storage tanks will be fitted with a two-inch female stainless steel quick disconnect fitting to allow for unloading of product.
- E. An anti-foaming agent will be available from the contractor for use as needed, at no additional charge to the state, to control foaming during unloading of liquid chemical products.
- F. All material is subject to inspection and analysis as delivered. No precipitate or flocculation in liquid products shall be allowed in excess of the specification limits. Material portraying these or other uncharacteristic traits when delivered may be immediately rejected at the option of the buyer or their representative at the delivery location. All products may be assessed price adjustments for poor quality. Any problems must be noted at the point of delivery by departmental personnel, documented, and relayed to their Regional Supply Officer for action.
- G. Deliveries shall be made within two (2) weeks of order and during normal working hours (Monday through Friday, between the hours of 7:00 A.M. and 3:30 P.M., and not during holidays recognized in the State of Maine), unless otherwise requested or agreed to by MaineDOT. Any deliveries made without proper advance notification or outside of the established delivery times, unless otherwise authorized in advance, may not be able to unload the product.
- H. The bill of lading and invoice for each shipment must contain the following information.
 - Name of product.
 - Supplier and manufacturer of product.
 - Destination of delivery.
 - Total number of units being delivered.
 - Total weight of delivery (certified scale ticket).
 - Lot number of product (products) being delivered. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.
 - Transport information--Name of transporting company, tank, trailer or rail car number, point and date of origin.
 - Percent Concentration and Specific Gravity.

The invoice must include all the above and the following information:

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

The Department will not process invoices for payment until the bidder has met all requirements under this section.

III. ESTIMATED QUANTITIES

MaineDOT estimates that approximately 200,000 to 300,000 gallons will be used statewide over the course of an average winter, with roughly half of that amount being delivered north of Bangor.

MaineDOT Maintenance Lots (Potential Delivery Locations)				
Southern Region (1)	Mid-Coast Region (2)	Western Region (3)	Eastern Region (4)	Northern Region (5)
Alfred	Belgrade	Athens	Aurora	Ashland
Bridgton	Brooks	Avon	Bailyville	Amity
Cornish	Edgecomb	Bethel	Bangor	Caribou
Danville	Fairfield	Canaan	Bar Harbor	Crystal
Freeport	Knox	Chain of Ponds (Gold Brook)	Beddington	Fort Fairfield
Fryeburg	Montville	Dallas	Carmel 69	Fort Kent
Gorham	North Augusta	Dixfield	Charleston	Houlton
Gray	Northport	Eustis (Stratton)	Cherryfield	Madawaska
Lebanon	Randolph	Farmington (Fairbanks)	Eddington	Mars Hill
Lyman	Richmond	Jackman	Enfield	Medway
North Berwick	Searsport	Jay	Guilford	Oakfield
Poland	Sidney	Kingfield	Hancock	Presque Isle
Scarborough	South China	Mercer	Jonesboro	Sherman
Shapleigh	Unity	Moscow	Milo	Springfield
Standish	Waldoboro	Rockwood	Orland	Topsfield
Topsham	Washington	Shirley	Perry	Van Buren
Yarmouth	West Gardiner	Solon	Plymouth	Woodland
	Winterport	South Paris	Sedgwick	
	Winthrop	Turner	Wesley	
		West Forks		
		Wilsons Mills (Lincoln Plt.)		
	<i>= Locations having more frequent deliveries</i>			

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: <i>INNOVATIVE MUNICIPAL PRODUCTS (US), INC.</i>		
Chief Executive - Name/Title: <i>GREG BAUN, PRESIDENT AND CEO</i>		
Tel: <i>1-800-387-5777</i>	Fax: <i>518-729-5181</i>	E-mail: <i>bids@innovativecompany.com</i>
Headquarters Street Address: <i>454 RIVER ROAD</i>		
Headquarters City/State/Zip: <i>GLENMONT, NY 12077</i>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <i>FRANK BELIVEAU, REGIONAL MANAGER</i>		
Tel: <i>1-800-257-5808</i>	Fax: <i>518-729-5181</i>	E-mail: <i>fbeliveau@innovativecompany.com</i>
Street Address: <i>454 RIVER ROAD</i>		
City/State/Zip: <i>GLENMONT, NY 12077</i>		

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: <i>SYED ALI</i>	Title: <i>BIDMANAGER/SR. ANALYST</i>
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: <i>A. Faruqi</i>	Date: <i>OCTOBER 4, 2021</i>


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: SYED ALI	Title: BID MANAGER/SR. ANALYST
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: OCTOBER 4, 2021

Appendix D

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

**RFQ # 17A 210921-061
Corrosion Inhibited Liquid Magnesium Chloride**

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.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

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:

INNOVATIVE MUNICIPAL PRODUCTS (US), INC.

Address:

454 RIVER ROAD, GLENMONT NY 12077

Signature:

A. [Signature]

Date: OCTOBER 4, 2021

Appendix E



Product Technical Specification Sheet

Product Name: Magic Minus Zero

Physical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	max
1	Appearance	-	Brown	-	-
2	pH, deicer 1+4	ASTM D-1293	4.0	3.0	6.0
3	Specific Gravity (15°C 60°F)	ASTM D-1429	1.300	1.290	1.310
4	Weight (lbs/gal)	ASTM D-1429	10.85	10.76	10.93
5	Freeze Point Temperature	PNS	-45°C -49°F	-	-
6	% Freezer Settable Solids	PNS	<1.0	0.0	1.0
7	% Solids Passing #10 Sieve	PNS	>99.0	99.0	100.0
8	Total Dissolved Solids	-	38.4	37.4	45.4
9	Corrosion % effectiveness	NACE PNS	9.8	-	<30.0

Chemical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	Max
10	% Magnesium Chloride	PNS	22.4	21.0	24.0
11	% Sodium Chloride	PNS	-	0.0	1.0
12	% Calcium Chloride	PNS	-	0.0	1.0
13	% Potassium Chloride	PNS	-	0.0	1.0
14	Arsenic (ppm)	EPA 200.7	<1.0	0.0	5.0
15	Barium (ppm)	EPA 200.7	<0.5	0.0	100.0
16	Cadmium (ppm)	EPA 200.7	<0.05	0.0	0.2
17	Chromium (ppm)	EPA 200.7	<0.5	0.0	1.0
18	Copper (ppm)	EPA 200.7	1.3	0.0	4.0
19	Cyanide (ppm)	EPA 335.4	<0.05	0.0	0.2
20	Lead (ppm)	EPA 200.7	<0.5	0.0	1.0
21	Mercury (ppm)	EPA 245.1	<0.02	0.0	0.05
22	Selenium (ppm)	EPA 200.7	<1.0	0.0	5.0
23	Zinc (ppm)	EPA 200.7	<0.1	0.0	10.0
24	Phosphorus (ppm)	EPA 365.4	15.9	0.0	2500.0

Version 2.0 | Page 1 of 1

Magic Minus Zero
Effective Date: January 2015
www.innovativecompany.com

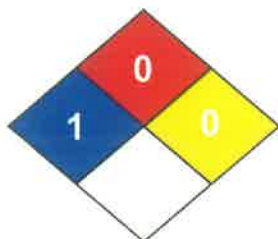
78 Orchard Road
Ajax, Ontario L1S 6L1
1-800-387-5777

454 River Road
Glenmont, NY 12077
1-800-257-5808

Safety Data Sheet

Version: 5.0
Preparation Date: December, 2015
Supersedes All Previous Versions

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION



Product Name: MAGIC MINUS ZERO

Product Use: De-icing, Anti-icing

Manufacturer/Distributor: Innovative Surface Solutions

78 Orchard Road 454 River Road
Ajax, Ontario Glenmont, NY
L1S 6L1 12077

Telephone: 1-800-387-5777 1-800-257-5808

24-Hour Emergency Telephone: 613-996-6666 1-800-424-9300

WHMIS Classification: Not controlled

Chemical Family: Inorganic salt solution

SECTION 2: HAZARD(S) IDENTIFICATION

GHS Classification		
Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Element

Not Hazardous

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

Components	CAS #	% by Weight
Magnesium Chloride	7786-30-3	22.4%
Molasses	68476-78-8	20.0%

SECTION 4: FIRST-AID MEASURES

Eye May cause slight eye irritation, immediately wash with water for 15 minutes. Get medical attention if irritation persists.

Skin May cause skin irritation, wash skin thoroughly with soap and water. Get medical attention if irritation develops or persists.

Ingestion Low in toxicity. May cause diarrhea and vomiting when large quantities are ingested.

Inhalation Not applicable.

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media

Appropriate extinguishing media. This product is not combustible. Choose media depending on surrounding fire. All extinguishing medias are allowed.

Specific Hazards Arising from the Chemical Protective Equipment and Precaution

Expose to temperature above 160 C gives formation of toxic chloride gases Protective actions and / or special protective equipment depending on surrounding fire. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Risks and Spills	Small spills can be washed away with water. For large spills cordon off the spill area, collect and or absorb liquid with an inter absorbent and place in appropriate container for disposal. Flush spill area with water Report releases as per local, state and federal authorities
Protective Equipment and Exposure Control	See Section 9 for details

SECTION 7: HANDLING & STORAGE

Precaution for Safe Handling	Wear protective equipment and equipment. Avoid contact with eyes, skin and clothing. Avoid breathing mist or aerosols Wash your skin thoroughly with soap and water after handling, if product comes in contact.
Safe Storage / Incompatibilities	Store in cool, dry, well-ventilated area away from incompatible material. Carbon Steel, polyester, polyethylene and polypropylene are suitable material for construction.

SECTION 8: EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Control	Not established, no special precaution required.
Respiratory Protection	For dusty or misty conditions, wear NIOSH approved dust or mist respirator.
Skin Protection	Wear rubber gloves, boots and long sleeve shirts.
Eye Protection	Wear safety goggles.

SECTION 9: PHYSICAL & CHEMICAL PROPERTIES

Physical State:	Liquid
Appearance Odor:	Brown liquid Pleasant odor
Odor Threshold:	Not established
Specific Gravity:	1.302g/mL
pH:	3.0 to 5.0
Vapor Pressure:	Not determined
Solubility in Water:	Completely
% Volatile:	Not determined
Vapor Density:	Not determined

SECTION 10: STABILITY & REACTIVITY

Reactivity / Chemical Stability	Not reactive. Stable under normal storage and handling conditions.
Conditions to Avoid	Temperature below or close to product freezing point can give formation of crystals during storage.
Incompatible Material	Strong oxidizing agents, concentrated acids and some metals.
Hazardous Decomposition Products	Above 160 C product decomposes and emits hydrogen chloride, halogenated compounds and chloride gas.

SECTION 11: TOXICOLOGICAL INFORMATION

Ingestion	Ingestion may cause slight irritation with nausea, vomiting and diarrhea.
Inhalation	Inhalation of mist may cause slight irritation of nose, throat and upper respiratory tract.
Eye	May cause minor irritation with pain and tearing.
Skin	May cause slight irritation on prolonged or repeated contact.
Carcinogenicity	None of the component in the product is listed as carcinogen or suspected carcinogen by IARC, NTP or OSHA.
Reproductive Toxicity	None.
Oral (rate) LD 50	8100 mg / Kg

Appraisal The material is classified as not toxic.

SECTION 12: ECOLOGICAL INFORMATION

Eco toxicity	Fathead minnow NOEC: 1.0 g / L Ceriodaphnia dubia NOEC: 1.00 g / L Senastrum growth NOEC: 2.0 g / L
Persistence and Degradability	Not applicable.
Bio accumulative Potential	No data available.
Mobility in Soil	No data available.
Other Adverse Effects	None known.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	Not regulated
UN Number	None
Hazard Class / packing Group	None
Label Required	None

SECTION 15: REGULATORY INFORMATION

CERCLA	This product is not subjected to CERCLA release reporting. Many States have more stringent release reporting requirements. Report spills required under federal, state and local regulations.
SARA Hazard Category (311 / 312)	Not Hazardous
SARA 313	None
EPA TSCA Inventory	All of the ingredients in this product are listed on the EPA TSCA Inventory.
CEPA	All the components of this product are listed on the Canadian DSL
WHMIS Classification	Not classified as dangerous.

SECTION 16: PREPARATION INFORMATION

Prepared By:	Innovative Surface Solutions
Telephone:	905-427-0318
Preparation Date:	December, 2015
Superseded Date:	ALL PREVIOUS VERSIONS