

MA 18P 2105030000000000117
NEW

State of Maine



Master Agreement

Effective Date: 06/01/21

Expiration Date: 05/31/22

Master Agreement Description: Road Salt for Select State of Maine Municipalities

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Authorized Departments

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000016428

Vendor Name

New England Salt Co., LLC

Alias/DBA

Vendor Address Information

P.O. Box 352

Winterport, ME 04496

US

Vendor Contact Information

Steven Clisham

207-944-8290 ext.
sclisham223@aol.com

Commodity Information

Vendor Line #: 1
Vendor Name: New England Salt Co., LLC
Commodity Line #: 1
Commodity Code: 77545
Commodity Description: Road Maintenance Salt (See Class 192 for Ice Removal Chemicals)
Commodity Specifications:
Commodity Extended Description: Master Agreement Contracts for Road Salt for State of Maine Municipalities.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	06/01/21	05/31/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

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:
 6/14/2021
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

New England Salt Co., LLC

DocuSigned by:
 6/14/2021
84DD174993BF479...

Signature Date

Steven Clisham, Owner

Municipality	2021-2022 Tonnage	Contact Name	Phone Number	NEW ENGLAND
Bar Harbor	2500	Bill Soukup/Bethany Leavitt	288-4681	\$53.85
Canton	750	Paul McKenna; Carol Buzzell	320-0747; 597-2920	\$59.20
Chesterville	400	Tiffany Estabrook	500-3595	\$55.10
Dyer Brook	90	Florence Hardy	757-8302	\$70.70
East Millinocket	300	Angela Cote	746-3376	\$59.85
Edgecomb	150	Scott Griffin/Alecia Day	380-3001/350-1314	\$56.05
Greenwood	400	Kim Sparks	875-2773	\$58.94
Guilford	180	Jeff Libby	343-0182	\$56.05
Houlton	1600	Chris Stewart	532-1325	\$71.20
Lincoln	1200	Dennis Bullen	290-7174	\$56.05
Livermore	500	Aaron Miller	897-3207	\$57.95
Lovell	725	Letitia Genest	925-6272	\$56.40
Lowell	125	Jesse McNally	732-5177	\$54.80
Machias	300	Michael Schoppee; Christina Therrien	271-8616; 255-6621	\$60.40
Oakfield	120	Dale Morris	757-8479	\$70.00
Peru	450	Brad Hutchings	562-4657	\$59.35
Phillips	300	Glenn Gaudette	639-3104	\$59.35
Portage Lake	30	Lawrence Duchette	435-4361	\$76.95
Robbinston	90	Tom Moholland	726-9612	\$68.70
Smyrna/Merrill	60	Candy Nevers	757-8286	\$69.95
South Bristol	350	Brenda Bartlett	563-3977	\$53.15
Stoneham	90	Kara Jones	928-2155	\$57.20
Sumner	1450	Susan Strout	388-2866	\$59.25
Surry	190	Angela Smith	667-5912	\$51.75
Sweden	600	Warren Dewildt	515-1643	\$57.05
Vassalboro	1100	Gene Field	923-3985	\$53.85
Wellington	100	Andrew Paradis	561-0817	\$56.25
Wilton	1350	John Masse	645-4883	\$58.35
Winthrop	1200	Matt Burnham	377-7221	\$52.95
Loring AFD	450	Neal R. Haines	328-7005 ext 5	\$76.90
Aroostook County				\$70.00
Crystal	60	Paul Bernier	227-5252	
Danforth	120	Paul Bernier	227-5252	
Sherman	90	Paul Bernier	227-5252	

Municipality	2021-2022 Tonnage	Contact Name	Phone Number	NEW ENGLAND
County of Somerset				
Lexington (Woodpecker Logging)	300	David Spencer	858-1813	\$57.10
Moscow (Sam White Excavation – Concord TWP)	230	David Spencer	858-1813	\$57.10
Rockwood (Dennis Frigon)	100	David Spencer	858-1813	\$59.45
Universities				
UMF	96	Derek Houtman	581-2678/621-3034	\$57.15

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Safety Data Sheet
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
MA 210503-117

Commodity: Road Salt for Select State of Maine Municipalities

Master Agreement Competitive Bid RFQ: 17A 210412-226

Contract Period: Through May 31, 2022.

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 will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Greg Parker **Tel:** 207-262-9779 **Email:** gregnewenglandsaltcompany@gmail.com

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

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

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.

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.

BASIS OF AWARD:

MaineDOT will have the option to make a best value determination for the award. 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:

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 any Municipality/Political Subdivision office prior to any delivery. Notice must include scheduled delivery date, estimated time and quantity of salt to be delivered

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. Deliveries of unusable salt will reduce the amount estimated for that municipality and that municipality will not be required to order the full 75% amount of their estimated seasonal amount.

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 ½" 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 : YPS

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	<u>Percent (%) of Payment of Unit Bid Price</u>
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 = $100 - 3.5 (\text{moisture content in \%} - 1)$

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 $110^{\circ} + 5^{\circ} \text{ C}$ ($230^{\circ} + 9^{\circ} \text{ F}$) for a minimum of four hours.

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

METHOD FOR THE COLORIMETRIC DETERMINATION - YPS TREATED ROCK SALT

Scope of Method

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

Reagents

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

Reagent Solutions

A. Sodium Ferro cyanide Solutions

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

B. Ferrous Sulfate (5% solution)

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

C. Sodium Hydroxide Solution (2%)

Dissolve 20 grams of NaOH in 1 liter of water.

D. Sulfuric Acid, 1:5

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

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

Preparation of Standards

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

Determination of Sodium Ferro cyanide in Rock Salt

The bulk sample is split down to representative sample of about 300 grams. This portion is then pulverized such that it will all pass a 70 mesh sieve and is mixed thoroughly to ensure good homogeneity. A 25 gram portion of this material is mixed with 5 ml 2% NaOH, stirred and let set for 10 min., 60 ml of water is then added into this solution and the pH is adjusted to 2 with H_2SO_4 (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.

**RIDER B
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section

Appendix A

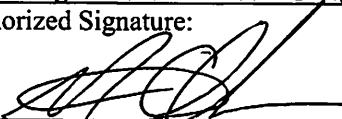
STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>New England Salt Co LLC</u>		
Chief Executive - Name/Title: <u>Steven Clisham / owner</u>		
Tel: <u>207 944 8290</u>	Fax: <u>207 262 9900</u>	E-mail: <u>sclisham223@aol.com</u>
Headquarters Street Address:		
<u>162 Lebanon Rd</u>		
Headquarters City/State/Zip: <u>Winterport Me 04496</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Greg Parker - Manager</u>		
Tel: <u>207 262 9779</u>	Fax: <u>207 262 9900</u>	E-mail: <u>greg@newenglandsaltcompany@gmail.com</u>
Street Address: <u>500 Odlin Rd</u>		
City/State/Zip: <u>Bangor Me 04401</u>		

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: <u>Steven Clisham</u>	Title: <u>Owner</u>
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: 	Date: <u>4/26/2021</u>

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: <i>Steven Clisham</i>	Title: <i>Owner</i>
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: <i>4/26/2021</i>

PRODUCT DATA SHEET

NEW ENGLAND SALT COMPANY

REVISION 8/19/19

PRODUCT USES

De-Icing Salt

PRODUCT DESCRIPTION

Bulk Road Salt (0-10mm) - Bulk Rock Salt obtained by conventional mining methods crushed and screened to size.

Complies with ASTM D-632 Type 1, Grade 1

ADMIXTURE

Sodium Ferrocyanide (YPS)

Anti-Caking Agent

100-200 ppm

SCREEN ANALYSIS

Sieve Size (mm)	Passing Range %
12.5	100
9.5	95-100
4.75	20-90
2.36	10-50
≤0.6	0-10

CHEMICAL ANALYSIS

Element	Content Range (ppm)
P	1 - 4
S	9 - 304
Cr	1 - 5
Sb	0
Zn	1 - 3
Cd	0
Pb	1 - 21
Cu	5 - 6
Co	0
Ni	1 - 2
Fe	306 - 547
B	1 - 2
Si	2 - 16
Mn	5 - 30
Mg	104 - 180
Al	128 - 292
Ag	0
Ca	32 - 600
Sr	0 - 1
Ba	1 - 14
Li	0 - 578
K	0 - 51

PURITY ANALYSIS

Moisture Content %	Insoluble % Range	NaCl % Range
≤0.6%	≤1.0%	≥98.0%