



## MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 25070900000000000014	
COMMODITY/SERVICE DESCRIPTION: Road Salt for Select Maine Municipalities/Political Subdivisions	
START DATE: 7/1/2025	END DATE: 6/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Eastern Salt Company Inc.		
ADDRESS: 134 Middle Street Suite 210		
CITY: Lowell	STATE: MA	ZIP CODE: 01852
PROVIDER'S VENDOR CUSTOMER #: VS0000000083		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

*William J.E. Allen*

2D5B6E39F57E44A...

William Allen, Senior Procurement Manager

Date 7/30/2025

Signed by:

*Shelagh E. Mahoney*

D1F56E1456914E4...

Shelagh E. Mahoney, President

Date 7/29/2025

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.*

**DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD**

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Tom Paquette	
EMAIL: <a href="mailto:thomas.paquette@maine.gov">thomas.paquette@maine.gov</a>	TELEPHONE: 207-624-7890

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

NAME: Jason Archambault	
EMAIL: <a href="mailto:info@easternsalt.com">info@easternsalt.com</a>	TELEPHONE: 978-251-8553

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**Master Agreement (MA) procurement method:** RFQ 17A 250604\*0268

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification
<input checked="" type="checkbox"/>	List of Participating Municipalities and Political Subdivisions

**RIDER A: SPECIFICATIONS AND USER INFORMATION****TABLE OF CONTENTS**

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**I. CONTRACT PERIOD:**

Start July 1, 2025, through June 30, 2026

**II. COMMODITY:** Road Salt for Select Maine Municipalities/Political Subdivisions

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

**III. AMENDMENTS TO SPECIFICATIONS**

None

**IV. SPECIFICATIONS****2025-2026 Municipalities/Political Subdivisions****I. GENERAL REQUIREMENTS**

**MUNICIPALITIES/POLITICAL SUBDIVISIONS:** After notification of bid results, the Municipalities/Political Subdivisions 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 subdivisions and authorized non-profit organizations should utilize their own individually established ordering procedures. Participating entities 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 use or 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.

The 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 usable 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).

All deliveries of salt **must** be made in complete compliance with the 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) business days of order notification to the contractor. If the contracted vendor fails to deliver within five (5) business days and the municipality/political subdivision is forced to purchase salt from another source, the vendor will be notified by the requesting entity, the late order can be canceled, and the quantity purchased from the other source will be deducted from the minimum agreed to amount without penalty to the municipality/political subdivision. If non-delivery occurs more than twice the municipality/political subdivision will have the option to terminate the contract without penalty. Contractors 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. The 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-Municipalities/Political Subdivisions may re-purchase the same item from another source, without competitive bidding, and the original contractor may be liable to the Municipalities/Political Subdivision for any excess cost. The Municipalities/Political Subdivision will be responsible for any litigation for non-deliveries. The State of Maine is not liable for any costs associated with and will not participate in any litigation between Municipalities/Political Subdivisions and the

contractor. 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:**

**Municipalities/Political Subdivisions** shall be provided with 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 there are 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.

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

### **DELIVERY REJECTION:**

**Municipalities/Political Subdivisions** reserve 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. The 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% of their estimated seasonal amount.

## **II. SPECIFICATIONS FOR MINED ROCK SALT**

### **CHEMICAL COMPOSITION:**

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.

### **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 (%) 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 (%) 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) business 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 ensure 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 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 the 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 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 a 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  $\text{H}_2\text{SO}_4$  (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.

**V. AMENDMENT/EXTENSION PRICING/RATE CHANGES**

None

**VI. CONTRACTED PRICING/RATES**

**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.

**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 vendor 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.

**Road Salt for Select Maine Municipalities**

<b>Municipality</b>	<b>County</b>	<b>2025-2026 Tonnage</b>	<b>Bid Price Per Ton</b>	<b>Vendor</b>
Minot	Androscoggin	1,000	\$ 78.00	Eastern Salt
Poland	Androscoggin	850	\$ 79.00	Eastern Salt
Sabattus	Androscoggin	1,500	\$ 78.00	Eastern Salt
Turner	Androscoggin	1,000	\$ 78.00	Eastern Salt
Auburn	Androscoggin	4,500	\$ 78.00	Eastern Salt
Lewiston	Androscoggin	5,000	\$ 78.00	Eastern Salt
Lisbon	Androscoggin	3,000	\$ 77.00	Eastern Salt
Vinalhaven	Knox	225	\$ 80.00	Eastern Salt
Greenwood	Oxford	420	\$ 82.00	Eastern Salt
Fryeburg	Oxford	800	\$ 83.40	Eastern Salt
Hartford	Oxford	600	\$ 79.90	Eastern Salt
Hebron	Oxford	400	\$ 78.90	Eastern Salt
Lovell	Oxford	800	\$ 81.00	Eastern Salt
Oxford	Oxford	1,400	\$ 78.90	Eastern Salt
Oxford County	Oxford	650	\$ 84.90	Eastern Salt
Upton	Oxford	60	\$ 84.00	Eastern Salt
Alfred	York	1,300	\$ 83.40	Eastern Salt
Berwick	York	1,600	\$ 83.40	Eastern Salt
Lebanon	York	1,200	\$ 83.40	Eastern Salt
Newfield	York	600	\$ 83.40	Eastern Salt
Sanford	York	4,400	\$ 83.40	Eastern Salt
Waterboro	York	2,000	\$ 83.40	Eastern Salt

**VII. AUTHORIZED USERS:**

**State of Maine Departments authorized them to utilize this MA contract:**

All State of Maine Departments, Agencies

**Municipalities, political subdivisions, and school districts in Maine:**

☒ Are permitted to utilize this MA as written.

**VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:**

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

**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 Locations:** The vendor must deliver to any State of Maine facility. The exact addresses will be provided to the vendor at the time the order is placed.

**Delivery and Inspection:** The vendor is responsible for the delivery of material in first class conditions at the point of delivery, and in accordance with good commercial practice. The sign blanks ordered from the resulting MA will be inspected after delivery. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

## 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 “OSPS” shall refer to the State of Maine Office of State Procurement Services.
  - e. The term “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” 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 Provider.
2. **WARRANTY.** The Provider 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 OSPS, 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 Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider 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. OSPS shall give written notice of observed defects with reasonable promptness.

3. **TAXES.** The provider 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. The provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS 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 OSPS.

## STATE OF MAINE | GENERAL TERMS &amp; CONDITIONS

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 the 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 Provider's deliveries fail to meet such schedule, OSPS, 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 Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. The provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO'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 Provider 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 OSPS. If the Provider'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 Provider 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 Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
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. OSPS, 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 Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and the sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned to the Provider'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 OSPS.

## STATE OF MAINE | GENERAL TERMS &amp; CONDITIONS

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 invoices, and any errors or 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 OSPS.
9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or these agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modifications shall be in writing. If any such modification is made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
  - b. If Provider fails to deliver specified materials or services, or
  - c. If Provider fails to perform any of the provisions of this Agreement, or
  - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
  - e. If Provider 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 OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.



## STATE OF MAINE | GENERAL TERMS &amp; CONDITIONS

- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS 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. OSPS 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 Provider.
- 15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 17. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has 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.

**STATE OF MAINE | GENERAL TERMS & CONDITIONS**

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**18. 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.

**19. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

**20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

**21. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

**RIDER C: EXCEPTIONS TO RIDER B**

N/A

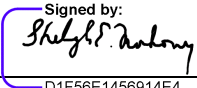
**RIDER D: RESPONSIBLE BIDDER CERTIFICATION**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principles, and any subcontractors are 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: Shelagh Mahoney	Title: President
Authorized Signature:  <small>Signed by: D1F56E1456914E4...</small>	Date: 7/29/2025



# Eastern Salt Company, Inc.

## Safety Data Sheet

### SECTION 1. Identification

<b>COMMON PRODUCT NAMES:</b>	Road Salt, De-Icing Salt, Sodium Chloride, Salt
<b>RECOMMENDED USE:</b>	Lowering the freezing point of snow and ice in order to remove it from roads and highways.
<b>RECOMMENDED RESTRICTIONS:</b>	None known. Use prudently in fresh water ecologies.
<b>MANUFACTURER:</b>	Eastern Salt Company, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852, USA Ph.: 978-251-8553
<b>EMERGENCY:</b>	CHEMTREC (800) 424-9300

### SECTION 2. Hazards Identification

<b>PHYSICAL HAZARDS:</b>	Not classified
<b>HEALTH HAZARDS:</b>	Not classified
<b>ENVIRONMENTAL HAZARDS:</b>	Use prudently in fresh water areas
<b>OSHA DEFINED HAZARDS:</b>	Not classified
<b>LABEL ELEMENTS</b>	
<b>HAZARD SYMBOL:</b>	None
<b>SIGNAL WORD:</b>	None
<b>HAZARD STATEMENT:</b>	The product does not meet the criteria for classification
<b>PRECAUTIONARY STATEMENT</b>	
<b>PREVENTION:</b>	Observe good industrial hygiene practices
<b>RESPONSE:</b>	Wash hands after handling
<b>STORAGE:</b>	Soluble in water. Store away from oxidizing agents
<b>DISPOSAL:</b>	Dispose of waste and residues in accordance with local authority requirements
<b>HAZARDS NOT OTHERWISE CLASSIFIED (HNOC)</b>	None Known
<b>SUPPLEMENTAL INFORMATION:</b>	Not applicable

## SECTION 3. Composition/Information on Ingredients

<b>VISUAL APPEARANCE:</b>	White solid of small, pebble-sized crystals
<b>INGREDIENTS</b>	<p>Sodium Chloride (NaCl) concentrated from 95.99 to 99.99. Trace amounts of calcium, magnesium, potassium. CAS No. 7647-14-5.</p> <p>Sodium Ferrocyanide Decahydrate (CAS No. 13601-19-9) concentrated from 50 ppm to 100 ppm is added at the mine or the load port as an anticaking additive to keep road salt free flowing through spreaders. Also known as Yellow Prussiate of Soda or YPS. Approved by FDA as a food additive.</p>

## SECTION 4. First Aid Measures

<b>EYE CONTACT:</b>	Immediately flush eyes with plenty of water. Lift upper and lower eyelids occasionally. Get medical attention if irritation persists.
<b>SKIN CONTACT:</b>	Flush skin with soap and water. Remove clothing and shoes as needed. Get medical attention if irritation persists.
<b>INGESTION:</b>	If large amounts are swallowed, give water to drink and seek medical attention. Milk has also been reported as treatment. Do not induce vomiting.
<b>INHALATION:</b>	Provide fresh air immediately. Get medical attention if any breathing difficulty occurs.
<b>NOTES TO PHYSICIAN:</b>	Symptoms may be delayed.
<b>GENERAL INFORMATION:</b>	Ensure that medical personnel are aware of the materials involved, and take precautions to protect themselves.

## SECTION 5. Fire-Fighting Measures

<b>SUITABLE EXTINGUISHING MEDIA:</b>	Salt and salt mixtures are not combustible.
<b>UNSUITABLE EXTINGUISHING MEDIA:</b>	Not applicable
<b>SPECIFIC HAZARDS ARISING FROM THE CHEMICAL:</b>	During fire, gases hazardous to health may form
<b>SPECIAL PROTECTIVE EQUIPMENT AND PRECAUTIONS FOR FIREFIGHTERS:</b>	Firefighters should wear full protective clothing. Use self-contained breathing apparatus as situation dictates
<b>FIRE-FIGHTING EQUIPMENT/INSTRUCTIONS:</b>	Salt is not combustible and is not the material of concern for firefighting equipment or methods.
<b>SPECIFIC METHODS:</b>	In a fire, equipment and methods should be consistent with the combustible material.
<b>GENERAL FIRE HAZARDS:</b>	Not flammable or combustible.
<b>HAZARDOUS COMBUSTION PRODUCTS:</b>	If exposed to fire, chlorine, hydrogen chloride, Oxides of sodium could be produced
<b>EXPLOSION DATA:</b>	None expected. Data not available.

## SECTION 6. Accidental Release Measures

### PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

Keep unnecessary personnel away. Avoid inhalation of dust from spilled material. Use approved respirator if there is dust at levels exceeding exposure limits. Wear appropriate protective clothing and gear before touching damaged containers or spilled material.

### METHODS AND MATERIALS FOR CONTAINMENT AND CLEANUP:

Vacuum or sweep material into a suitable disposal container. If needed, use a non-reactive dust suppressant. Cleanup spills immediately observing proper procedures with respect to protective equipment or clothing if needed.

### ENVIRONMENTAL PRECAUTIONS:

Avoid direct discharge to water supply areas, unpaved areas, or sanitary sewer systems.

## SECTION 7. Handling and Storage

### PRECAUTIONS FOR SAFE HANDLING:

Use with adequate ventilation in enclosed spaces. Minimize dust generation and accumulation of dust caused by repeated handling. Road salt is hygroscopic (absorbs water from the atmosphere) and can cake and become hard. Avoid contact with strong acids. Avoid contact with the eyes, skins, and clothing. Do not ingest or inhale.

### CONDITIONS FOR SAFE STORAGE:

Store in cool, dry, ventilated area when available. Store on impermeable surface and avoid leaching or loss to unpaved ground. Take precautions to avoid direct runoff to water supply areas or sanitary sewer systems. Becomes hygroscopic at 70-75% humidity.

## SECTION 8. Exposure Controls/Personal Protection

### OCCUPATIONAL EXPOSURE LIMITS:

No exposure limits noted for ingredients.

### BIOLOGICAL LIMIT VALUES:

No biological exposure limits noted for the ingredients.

### APPROPRIATE ENGINEERING CONTROLS:

Use sufficient ventilation to prevent the buildup of dust or fumes from handling or thermal processes.

OSHA Permissible Exposure Limits (PEL): None established for sodium chloride, which is a soluble substance. General limit for Particulates Not Otherwise Regulated (PNOR): 5 mg/m<sup>3</sup> Respirable Dust 8-Hour: 15 mg/m<sup>3</sup>

American Conference of Government Industrial Hygienists (ACGIH) Threshold Limit Values (TLV): None established for sodium chloride, which is a soluble substance. General limit for Particulates (insoluble) Not Otherwise Classified (PNOC): 10 mg/m<sup>3</sup> Inhalable Particulate 8-Hours TLV: 3 mg/m<sup>3</sup>

**INDIVIDUAL PROTECTION MEASURES  
SUCH AS PERSONAL PROTECTIVE EQUIPMENT:**

<b>EYE/FACE PROTECTION:</b>	Safety glasses or tight-fitting goggles if dusty
<b>SKIN PROTECTION:</b>	Wear appropriate chemical-resistant gloves
<b>HAND PROTECTION:</b>	Wear suitable protective clothing
<b>RESPIRATORY PROTECTION:</b>	No personal respiratory equipment normally required
<b>THERMAL HAZARDS:</b>	Wear appropriate thermal protective clothing when necessary
<b>GENERAL HYGIENE CONSIDERATIONS:</b>	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.

**SECTION 9. Physical and Chemical Properties**

<b>APPEARANCE:</b>	Crystalline, white, or with light color from trace geological materials, or colorless
<b>PHYSICAL STATE:</b>	Solid. Small-pebble size.
<b>FORM:</b>	Solid. Small-pebble size.
<b>COLOR:</b>	Varies from white whitish with very light hues from trace geological materials, or colorless
<b>ODOR:</b>	Odorless
<b>ODOR THRESHOLD:</b>	Not applicable
<b>PH:</b>	6.7 to 10.0
<b>MELTING POINT/FREEZING POINT:</b>	1,474° F. (801° C.)
<b>INITIAL BOILING POINT AND RANGE:</b>	2,575° F.
<b>FLASH POINT:</b>	Not applicable
<b>EVAPORATION RATE:</b>	No information found.
<b>FLAMMABILITY (SOLID, GAS):</b>	No information found
<b>UPPER/LOWER FLAMMABILITY OR EXPLOSIVE LIMITS:</b>	
<b>FLAMMABILITY – LOWER (%):</b>	No information found
<b>FLAMMABILITY – HIGHER (%):</b>	No information found
<b>EXPLOSIVE – LOWER (%):</b>	No information found
<b>EXPLOSIVE – HIGHER (%)</b>	No information found
<b>VAPOR PRESSURE:</b>	1.0 @ 865° C. (1,589° F.)
<b>VAPOR DENSITY:</b>	No information found.
<b>RELATIVE DENSITY:</b>	2.16 (H <sub>2</sub> O = 1.0)
<b>SOLUBILITY (WATER):</b>	26.4%
<b>PARTITION COEFFICIENT (N-OCTANOL/WATER):</b>	No information found
<b>AUTO-IGNITION TEMPERATURE:</b>	No information found
<b>DECOMPOSITION TEMPERATURE:</b>	No information found
<b>VISCOSITY:</b>	No information found
<b>BULK DENSITY:</b>	70 – 83 lbs/ft <sup>3</sup>
<b>MOLECULAR FORMULA:</b>	NaCl
<b>MOLECULAR WEIGHT:</b>	58.44
<b>PH IN AQUEOUS SOLUTION:</b>	6 - 9



## SECTION 10. Stability and Reactivity

<b>REACTIVITY:</b>	Stable and non-reactive under normal conditions of use, storage, and transport
<b>CHEMICAL STABILITY:</b>	Stable under ordinary conditions. Hygroscopic (absorbs water)
<b>POSSIBILITY OF HAZARDOUS REACTIONS:</b>	No dangerous reaction known under conditions of normal use.
<b>CONDITIONS TO AVOID:</b>	Contact with incompatible materials (i.e. strong oxidizing agents)
<b>INCOMPATIBLE MATERIALS:</b>	Avoid contact with strong acids. Reacts with most non-noble metals such as iron and steel, building materials, bromine, trifluoride, lithium, especially when wet. Potentially explosive reaction with dichloromaleic anhydride and urea. Electrolysis of mixtures with nitrogen compounds may form explosive nitrogen trichloride.
<b>HAZARDOUS DECOMPOSITION PRODUCTS:</b>	When heated above 1,474° F. may evolve chlorine gas or fumes of sodium oxide. May evolve chlorine gas when in contact with strong acids.

## SECTION 11. Toxicological Information

### INFORMATION ON LIKELY ROUTES OF EXPOSURE:

**INGESTION:** Expected to be a low ingestion hazard

**INHALATION:** No adverse effects due to inhalation are expected. Inhalation of dusts may cause respiratory irritation.

**SKIN CONTACT:** Prolonged or repeated skin contact may cause irritation

**EYE CONTACT:** Direct contact with eyes may cause temporary irritation

### SYMPTOMS RELATED TO THE PHYSICAL, CHEMICAL, AND TOXICOLOGICAL CHARACTERISTICS:

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. Effects after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness and other symptoms may be observed.

### INFORMATION ON TOXICOLOGICAL EFFECTS

#### ACUTE TOXICITY

Oral LD50 in mice: 4,000 mg/kg; Oral LD50 in rats: 3,000 mg/kg; Other LD50 mice: 2,602 mg/kg

#### SKIN CORROSION/IRRITATION

Prolonged skin contact may cause temporary irritation

**EXPOSURE MINUTES:** Not available

**ERYTHEMA VALUE:** Not available

**OEDEMA VALUE:** Not available

## SECTION 11. TOXICOLOGICAL INFORMATION CONTINUED

<b>SERIOUS EYE DAMAGE/EYE IRRITATION:</b>	Direct contact with eyes may cause temporary irritation
<b>CORNEAL OPACITY VALUE:</b>	Not available
<b>IRIS LESION VALUE:</b>	Not available
<b>CONJUNCTIVAL REDDENING VALUE:</b>	Not available
<b>RECOVER DAYS:</b>	Not available
<b>RESPIRATORY OR SKIN SENSITIZATION</b>	
<b>RESPIRATORY SENSITIZATION:</b>	Not available
<b>SKIN SENSITIZATION:</b>	This product is not expected to cause skin sensitization
<b>GERM CELL MUTAGENICITY</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic
<b>MUTAGENICITY</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic
<b>CARCINOGENICITY</b>	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA
<b>REPRODUCTIVE TOXICITY</b>	This product is not expected to cause reproductive or developments effects
<b>TERATOGENICITY</b>	Not classified
<b>SPECIFIC TARGET ORGAN TOXICITY</b>	
<b>SINGLE EXPOSURE</b>	Not classified
<b>SPECIFIC TARGET ORGAN TOXICITY</b>	
<b>REPEATED EXPOSURE</b>	Not classified
<b>ASPIRATION HAZARD</b>	Not classified
<b>CHRONIC EFFECTS</b>	Not classified
<b>NAME OF TOXICOLOGICALLY</b>	
<b>SYNERGISTIC PRODUCTS</b>	Not available

## SECTION 12. Ecological Information

<b>ENVIRONMENTAL FATE:</b>	Road salt can move through the environment in the salt form or as dissociated ions. Road salt goes into solution in water. In aquatic systems, chloride ions separate from corresponding cations (sodium, potassium calcium, etc.). The chloride ions can pass through soil and water. In soil, the positively charged chloride ions tend to bond with negatively charged soil surfaces. Sodium cations have low reactivity in water. With respect to the anti-caking additive, the ferrocyanide is a complex anion with a very strong bond between the central iron atom and the octahedral configuration of cyanide ligands. Dissociated anions react readily with iron to form ferric ferrocyanide, a very stable, relatively immobile compound. The anion is subject to decomposition if it is in solution and subject to very bright, direct light, but released cyanide recombines rapidly with numerous transition metals to form more stable, less toxic materials.
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## SECTION 12. ECOLOGICAL INFORMATION CONTINUED

**ECOTOXICITY:** Care should be taken to reduce release of road salts in freshwater areas. Dispersal and calibration restrictions on spreaders should be followed. EC50 for crustacean (water flea [*Daphina magna*]) is 340.7 – 469.2 mg/l, 48 hours. LC50 for fish (rainbow trout, Donaldson trout [*Oncorhynchus mykiss*]) is 4,747 – 7,824 mg/l, 96 hours

**PERSISTENCE AND DEGRADABILITY:** No data available

**BIOACCUMULATIVE POTENTIAL:** No data available

**MOBILITY IN SOIL:** No data available

**MOBILITY IN GENERAL:** No data available

**OTHER ADVERSE EFFECTS:** No other environmental adverse effects anticipated

## SECTION 13. Disposal Considerations

**DISPOSAL INSTRUCTIONS:** Collect and reclaim or dispose in sealed containers in accordance with applicable regulations

**LOCAL DISPOSAL REGULATIONS:** Dispose in accordance with applicable regulations

**HAZARDOUS WASTE CODE:** The waste code should be assigned in discussion between the user, the producer, and the waste disposal company

**WASTE FROM RESIDUES/UNUSED PRODUCTS:** 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)

**CONTAMINATED PACKAGING:** Empty containers should be taken to an approved waste-handling site for recycling or disposal. Since emptied containers may contain product residue, follow label warnings even after container is emptied.

## SECTION 14. Transport Information

**U.S. DEPARTMENT OF TRANSPORTATION (DOT):** Not regulated as dangerous goods

**U.S. DEPARTMENT OF TRANSPORTATION (DOT):TRANSPORTATION OF DANGEROUS GOODS (TDG – CANADA):** Not regulated as dangerous goods

SECTION 15. Regulatory Information

U.S. FEDERAL REGULATIONS

All Components are on the US EPA TSCA Inventory List.  
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

OSHA SPECIFICALLY REGULATED SUBSTANCES  
(29 CFR 1910.1001-1050)

Not Listed

CERCLA HAZARDOUS SUBSTANCE LIST  
(40 CFR 302.4)

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

No

SARA 313 (TRI REPORTING)

Not regulated

CLEAN AIR ACT (CAA) SECTION 112  
HAZARDOUS AIR POLLUTANTS (HAP)

Not regulated

CLEAN AIR ACT (CAA) SECTION 112(R)  
ACCIDENTAL RELEASE PREVENTION (40 CFR 68.130)

Not regulated

SAFE DRINKING WATER ACT (SWDA)

Not regulated

FOOD AND DRUG ADMINISTRATION

Not regulated

US STATE REGULATIONS

MASSACHUSETTS RIGHT TO KNOW (RTK) SUBSTANCE LIST

Not regulated

PENNSYLVANIA RTK

Not regulated

RHODE ISLAND RTK

Not regulated

NEW JERSEY RTK

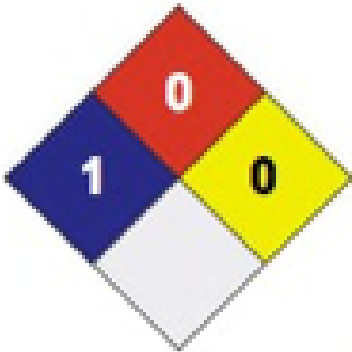
Not regulated

SECTION 16. Other Information

HMIS® RATINGS:

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



**ISSUE DATE: JUNE 1, 2015**  
**REVISION DATE: NOT APPLICABLE**  
**VERSION NUMBER: ONE**

**DISCLAIMER:** Eastern Salt Company, Inc. ("Eastern Salt") believes this information is accurate and is the best information currently available to the company. Eastern Salt, however, makes no representation as to the information's comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using this product. Individuals receiving the information must exercise their independent judgment and conduct their own investigations in determining its appropriateness for a particular purpose. Eastern Salt MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, including without limitation any warranties of merchantability, fitness for a particular purpose with respect to the information set forth herein or the product to which the information refers. In no event shall Eastern Salt be liable for any claims, losses, or damages or for lost profits or any special, indirect, incidental, consequential or exemplary damages, howsoever arising, including, but not limited to, as a result of the use of or reliance upon this information.

It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.



**Eastern Salt Company, Inc.**

134 Middle Street, Suite 210

Lowell, MA 01852, USA

Ph.: 978-251-8553

**OFFICE:**

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

**PLANT:**

99 Marginal Street  
 Chelsea, MA 02150  
 Phone: 617 ■ 884-5201  
 800 ■ 799-7258

## Eastern Salt Company, Inc.

### DATA SHEET: ROCK SALT FOR HIGHWAY DEICING

#### DESCRIPTION:

Rock salt is produced by open pit operations. The salt is processed onsite, crushed, screened, and then transported by truck to stockpiles. The deposit is composed of halite and has a purity that exceeds 98%.

#### DIRECTION FOR USE:

The salt is not approved for human consumption. The salt will be distributed as a highway deicing salt. Rock salt is to be spread on streets and highways to remove ice and snow.

#### ADDITIVES:

Rock salt contains Yellow Prussiate of Soda, an additive put into salt to keep it from caking.

#### TYPICAL BULK DENSITY:

74-80 LB/FT<sup>3</sup>

#### PACKAGING:

Rock salt for removing ice and snow is in bulk form only. Bulk quantities are shipped by truck.

#### ANALYSIS METHOD:

ASTM designation      D 632-2012  
                                  E 534 Sodium Chloride

<u>Typical Chemical Analysis</u>		<u>Specification</u>	<u>Typical Sieve Analysis</u>		<u>Specification</u>
Moisture	0.25 %	1.0 max	<u>Sieve Size</u>	<u>Percent Passing</u>	<u>Passing</u>
NaCl (dry basis)	99 %	95.0 max	1/2"	100.00	100%
Acid insolubles.HCl	0.07 %	0.5 max	3/8"	95.08	95-100%
CaSO <sub>4</sub>	0.17 %	----	4/M	59.58	20-90%
YPS Added	100 ppm	120 max	8/M	35.93	10-60%
			30M	8.32	0-15%

#### DISCLAIMER:

This information is accurate to the best of our knowledge. No guaranty, warranty, expressed or implied, is given.



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## Eastern Salt Company, Inc.

### **1.4 INHIBITOR TREATMENT**

**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.