

MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 250709000000000015			
COMMODITY/SERVICE DESCR Subdivisions	RIPTION: Road S	alt for Select Mai	ne Municipalities/Political
START DATE: 7/1/2025		END DATE: 6/3	0/2026
This Contract is between the follo	wing State of Mai	ne Department a	nd Provider:
	STATE OF MAIN	E DEPARTMEN	Т
DEPARTMENT NAME: Office of	State Procureme	ent Services	
ADDRESS: 111 Sewall St., 4 th F	loor Burton Cross	Office Building,	SHS# 9
CITY: Augusta	STATE: ME		ZIP CODE: 04333-009
	PROV	/IDER	
PROVIDER NAME: New Englan	d Salt Co., LLC		
ADDRESS: P.O. BOX 352			
CITY: Winterport	STATE: ME		ZIP CODE: 04496
PROVIDER'S VENDOR CUSTO	MER #: VS00000)16428	
Each signatory below represents	that the person ha	as the requisite a	uthority to enter into this Contract.
Department Representative:		Provider Repre	esentative:
—Signed by:		DocuSigned by:	
William J.E. Allen —2D5B6E39F57E44A		9878013FDEE44FD	
William Allen, Senior Procureme	nt Manager	9878013FDEE44FD Melanie Clisha	m, Owner
Date 7/29/2025		Date 7/28/2025	

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: thomas.paquette@maine.gov	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: Melanie Clisham	
EMAIL: mclisham223@aol.com	TELEPHONE: 207-262-9779

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 follo	The following riders are hereby incorporated into this Contract and made part of it by				
reference	reference.				
\boxtimes					
\boxtimes					
☐ RIDER C – Exceptions					
\boxtimes	List of Participating Municipalities and Political Subdivisions				

RIDER A: SPECIFICATIONS AND USER INFORMATION

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

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

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

Example: Rock salt with a moisture content of 3.0 %

% of Payment of unit bid price = 100 - 3.5 (3.0-1.0)

% of Payment of unit bid price = 93.0 %

GRADATION:

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

CONTAMINATION:

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

ASSESSMENT OF PENALTIES:

Random sampling and testing of rock salt shall be obtained and tested by Maine Department of Transportation personnel. Failing test reports will be used to calculate reduced payments when penalties and price adjustments are to be applied. The reduction in payment shall continue until such time as a new passing test is obtained. When onsite inspections and tests indicate that the salt being supplied is an inferior product, the Contractor will be notified that the salt is unacceptable. If acceptable rock salt is not provided within five (5) 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 $110^{\circ} + 5^{\circ}$ C ($230^{\circ} + 9^{\circ}$ 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 Na₄Fe (CN)₆ 10 H₂0 (YPS) utilizing a colorimeter such as the Coleman Jr. II spectrophotometer.

Reagents

- 1. Sodium Ferro cyanide Na₄Fe (CN)₆ 10 H₂O
- 2. Ferrous Sulfate FeSO₄ 7 H₂O
- 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 FeSo₄ 7 H₂O 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. H₂SO₄ 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 \underline{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 H₂SO₄ (1:5). The solution is filtered through a #1 Whatman filter paper into a 100 ml volumetric flask. Five ml of Ferrous Sulfate solution is added, the volume brought to mark, the flask stoppered, the contents well mixed and allowed to stand 15 minutes. The absorbance of each of the standard solutions is determined against the blank solution at 775 nm. A calibration curve of absorbance vs. ppm is constructed. The absorbance of the samples is then determined, and the concentration is read off the calibration curve.

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

		2025-2026	Bid	Price Per	
Municipality	County	Tonnage		Ton	Vendor
Livermore Falls	Androscoggin	500	\$	81.40	New England Salt
Greene	Androscoggin	720	\$	77.80	New England Salt
Ashland	Aroostock	65	\$	88.40	New England Salt
Haynesville	Aroostock	90	\$	84.50	New England Salt
Oakfield	Aroostock	180	\$	84.25	New England Salt
Portage Lake	Aroostock	35	\$	89.40	New England Salt
Merrill & Dyer Brook	Aroostock	60	\$	82.95	New England Salt
New Limerick	Aroostock	150	\$	82.95	New England Salt
Smyrna	Aroostock	60	\$	83.00	New England Salt
Avon	Franklin	250	\$	82.15	New England Salt
Kingfield	Franklin	225	\$	80.70	New England Salt
New Vineyard	Franklin	300	\$	82.04	New England Salt
Phillips	Franklin	350	\$	83.90	New England Salt
Rangeley PLT	Franklin	90	\$	88.45	New England Salt
Strong	Franklin	300	\$	80.00	New England Salt
Wilton	Franklin	1,300	\$	81.50	New England Salt
Amherst	Hancock	90	\$	73.10	New England Salt
Aurora	Hancock	100	\$	74.10	New England Salt
Brooklin	Hancock	340	\$	73.00	New England Salt
Castine	Hancock	150	\$	72.90	New England Salt
Deer Isle	Hancock	600	\$	73.05	New England Salt
Eastbrook	Hancock	100	\$	76.15	New England Salt

Gouldsboro	Hancock	1335	\$ 75.00	New England Salt
Hancock	Hancock	300	\$ 73.85	New England Salt
Mariaville	Hancock	180	\$ 73.85	New England Salt
Mount Desert	Hancock	1,700	\$ 73.50	New England Salt
Sorrento	Hancock	130	\$ 75.05	New England Salt
Southwest Harbor	Hancock	480	\$ 74.25	New England Salt
Sullivan	Hancock	300	\$ 74.05	New England Salt
Surry	Hancock	175	\$ 70.04	New England Salt
Trenton	Hancock	60	\$ 75.90	New England Salt
Waltham	Hancock	120	\$ 71.25	New England Salt
Winter Harbor	Hancock	180	\$ 77.00	New England Salt
Belgrade	Kennebec	650	\$ 71.00	New England Salt
Farmingdale	Kennebec	800	\$ 71.00	New England Salt
Waterville	Kennebec		\$	-
		4,000	 69.05	New England Salt
Albion	Kennebec	300	\$ 71.40	New England Salt
Augusta	Kennebec	5,000	\$ 73.50	New England Salt
Benton	Kennebec	400	\$ 72.00	New England Salt
China	Kennebec	1,200	\$ 72.00	New England Salt
Gardiner	Kennebec	1,500	\$ 75.00	New England Salt
Hallowell	Kennebec	700	\$ 75.00	New England Salt
Mount Vernon	Kennebec	750	\$ 78.10	New England Salt
Vassalboro	Kennebec	1,200	\$ 73.00	New England Salt
Windsor	Kennebec	1,100	\$ 72.90	New England Salt
Winslow	Kennebec	2,000	\$ 70.00	New England Salt
Owls Head	Knox	500	\$ 71.40	New England Salt
Rockland	Knox	1,800	\$ 68.45	New England Salt
Union	Knox	1,000	\$ 70.20	New England Salt
Warren	Knox	1,000	\$ 70.20	New England Salt
Alna	Lincoln	170	\$ 77.04	New England Salt
Dresden	Lincoln	800	\$ 78.80	New England Salt
Somerville	Lincoln	210	\$ 72.25	New England Salt
Whitefield	Lincoln	400	\$ 75.65	New England Salt
Canton	Oxford	360	\$ 82.05	New England Salt
Sumner	Oxford	600	\$ 83.00	New England Salt
Hermon	Penobscot	1250	\$ 70.15	New England Salt
Lincoln	Penobscot	1,200	\$ 77.05	New England Salt
Bradley	Penobscot	30	\$ 76.00	New England Salt
Brooksville	Penobscot	145	\$ 75.05	New England Salt
Charleston	Penobscot	235	\$ 78.00	New England Salt
Dixmont	Penobscot	250	\$ 72.03	New England Salt
Enfield	Penobscot	400	\$ 75.04	New England Salt
Exeter	Penobscot	300	\$ 70.90	New England Salt
Garland	Penobscot	220	\$ 70.90	New England Salt
Holden	Penobscot	375	\$ 67.10	New England Salt
Lakeville	Penobscot	90	\$	-
			83.10	New England Salt
Millinocket	Penobscot	600	\$ 83.10	New England Salt

Northport	Penobscot	750	\$ 66.06	New England Salt
Orono	Penobscot	1,500	\$ 70.00	New England Salt
Guilford	Piscataquis	150	\$ 82.39	New England Salt
Monson	Piscataquis	100	\$ 83.03	New England Salt
Sangerville	Piscataquis	360	\$ 79.80	New England Salt
Sebec	Piscataquis	200	\$ 79.07	New England Salt
Cornville	Somerset	300	\$ 72.00	New England Salt
Mercer	Somerset	300	\$ 73.00	New England Salt
Norridgewock	Somerset	500	\$ 72.50	New England Salt
Saint Albans	Somerset	340	\$ 71.50	New England Salt
Hartland	Somerset	500	\$ 75.00	New England Salt
Highland PLT	Somerset	100	\$ 85.02	New England Salt
New Portland	Somerset	165	\$ 78.30	New England Salt
Morrill	Waldo	100	\$ 70.00	New England Salt
Prospect	Waldo	150	\$ 73.15	New England Salt
Unity	Waldo	350	\$ 71.00	New England Salt
Cutler	Washington	45	\$ 86.90	New England Salt
Beals	Washington	90	\$ 82.00	New England Salt
Columbia Falls	Washington	200	\$ 77.10	New England Salt
Machias	Washington	360	\$ 77.77	New England Salt
Perry	Washington	250	\$ 84.00	New England Salt
UM - AUGUSTA	Kennebec	120	\$ 75.05	New England Salt
UM - BANGOR	Penobscot	150	\$ 69.80	New England Salt
UM - FARMINGTON	Franklin	96	\$ 80.05	New England Salt
UM - ORONO	Penobscot	800	\$ 70.00	New England 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:

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. <u>TAXES.</u> 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.

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STATE OF MAINE | GENERAL TERMS & 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. <u>FORCE MAJEURE.</u> 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. <u>INSPECTION.</u> 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.

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- 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.** <u>**TERMINATION.**</u> 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.

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- **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.

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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. <u>CYBERSECURITY AND PROHIBITED TECHNOLOGIES.</u>** 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
 - 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 <u>Title 5 M.R.S. §2030-B</u> 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, <u>Title 5 MRSA §2030-A</u>.

21. <u>TARIFFS</u>. 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.

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MA 18P 250709-0015

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: MELANIE CLISHAM	Title:	Owner
Authorized Signature:	Date:	
Authorized Signature:	Date.	
Docusigned by:		7/28/2025
9878013FDEE44FD		

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

	e Size 1m)	Passing Range %
	2.5	100
		3 45-LUV
4	.75	20-90
		10.50
<	0.6	0-10

CHEMICAL ANALYSIS

	Content
Llement	Range (ppm)
P	1 - 4
S_{i}	
Cr	1 - 5
Sb	
Zn	1 - 3
Pb	1 - 21
Cu	
Co	0
Ni Ni	
Fe	306 - 547
B #	
Si	2 - 16
Mit	
Mg	104 - 180
Also	
Ag	0
Ca	
Sr	0 - 1
Ba	
Li	0 - 578
K	

PURITY ANALYSIS

Moisture Content %	Insoluble 先。 Range	NaCl%
<0.6%	<1.0%	≥98.0%

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: Sodium Ferrocyanide

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

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

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

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

GRADATION:

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

Safety Data Sheet

1- Identification

PRODUCT NAME: Sodium Chloride, Salt

PRODUCT USE: De-icing Salt SUPPLIER: Pardira Premium S.L.

ADDRESS: Travesseres 5, 081401 Granollers - Spain

PHONE: +34 931818674

2- Hazard(s) identifications

Physical hazards

Not classified.

Health hazards

Not classified.

OSHA defined hazards

Not classified.

Label elements

Hazard symbol

None.

Signal word

None.

Hazard statement

The mixture does not meet the criteria for classification.

Disposal

Dispose of waste and residues in accordance with local authority requirements. None known.

Hazard(s) not otherwise

classified (HNOC)

Unlikely to cause harmful effects under normal conditions of handling and use

3- Composition/information on ingredients

Mixture

Chemical Name	CAS Number
Sodium Chloride	7647-14-5
Sodium Ferrocyanide	13601-19-9

4- First Aid Measures

INHALATION: Remove patient from exposure. **SKIN CONTACT:** Wash skin with water. eyelids

EYE CONTACT: Irrigate with eyewash solution or clean water, holding the eyelids apart, for at least

10 minutes. If symptoms develop, obtain medical attention.

INGESTION: Wash out mouth with water and give 200-300ml (half a pint) of water to drink.

Obtain medical attention if ill-effects occur.

FURTHER MEDICAL TREATMENT: Symptomatic treatment and supportive therapy as indicated.

5- Fire Fighting Measures

Non-combustible

Extinguishing Media: As appropriate for surrounding fire. **Fire Fighting Protective Equipment:** No special requirements.

6- Accidental Release Measures

Clear up spillages.

Transfer to a container for disposal.

Wash the spillage area with water.

Spillages or uncontrolled discharges into water courses, drains or sewers must be IMMEDIATELY alerted to the Environment Agency or other appropriate regulatory body

7- Handling and Storage

HANDLING

Avoid contact with eyes. Avoid prolonged skin contact. Atmospheric levels should be controlled in compliance with the occupational exposure limit for dust. Keep away from strong acids and common metals. Static electricity can be generated by pneumatic conveying, therefore pipes should be bonded and earthed, especially where a spark could prove hazardous.

STORAGE

Keep away from concentrated acids. Rock salt can be stored outside. Care should be taken to avoid excessive run-off into water or onto vegetation

8- Personal Protection and Exposure Controls

Wear suitable protective clothing, gloves and eye/face protection. An approved dust mask should be worn if exposure to levels above the occupational exposure limit is likely.

9- Physical and Chemical Properties

Form: Crystalline solid Colour: Red-brown Odour: Odourless

Boiling Point (Deg C): 1413 Melting Point (Deg C): 802

Density of Sodium Chloride (g/ml): up to 2.165 at 20 Deg C Bulk

Density (g/ml): 1.2 to 1.35 approx

Solubility (Water): freely soluble, with some insoluble marlstone residue

10-Stability and Reactivity

Reactivity The product is stable and non-reactive under normal conditions of use, storage and transport

Conditions to avoid: None

Materials to avoid:

Reactions with strong acids.

Reactions with oxidizing agents.

Corrosive to metals under long exposure when wet .

Hazardous decomposition products

With strong acids: Hydrogen chloride (HCl) With oxidizing agents: chlorine gas (Cl2)

11-Toxicological Information

Inhalation: High concentrations of dust may be irritant to the respiratory tract.

Skin Contact: Will remove the natural greases resulting in dryness, cracking and possibly dermatitis. Repeated and /or prolonged skin contact may cause irritation.

Eye Contact: Dust may cause irritation.

Ingestion: May cause vomiting and diarrhoea. The swallowing of small amounts is unlikely to cause any adverse effects.

Long Term Exposure: Repeated ingestion of excessive amounts may cause disturbance of body electrolyte and fluid balance.

12- Ecological Information

Ecotoxicity May be harmful to freshwater aquatic species and to plants that are not saline

tolerant.

Persistence / degradability

Bioaccumulation /

bioaccumulation /

accumulation

Mobility in environmental

media

Not available

Not available

Not available

Environmental effects

Not available Not available

Aquatic toxicity
Partition coefficient

Not available

Chemical fate information

Not available

13 - Disposal Considerations

Disposal should be in accordance with federal, state and local environmental control regulations.

14- Transport Information

Not classified as dangerous for transport

15 - Regulatory Information

Not classified as dangerous for supply or use

16 - Other Information

Last Revision Date: 22 January 2025

Disclaimer:

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of Safety Data Sheet