

COMMODITY/SERVICE DESCRIPTION: Road Salt MaineDOT Regions 1, 2, 3, and 4

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 th Floor Burton Cross Office Building, SHS# 9				
CITY: Augusta STATE: ME ZIP CODE: 04333-009				
PROVIDER				
PROVIDER NAME: Morton Salt, Inc.				
ADDRESS: 444 W. Lake Street, Suite 3000				
CITY: Chicago STATE: IL ZIP CODE: 60606				
PROVIDER'S VENDOR CUSTOMER #: VS0000021503				

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

William Allen, Senior Procurement Manager

Date 7/29/2025

—DocuSigned by:

anthony Patton

-37336397A6F1438.

Anthony Patton, Director Bulk US Government Sales

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: Anthony Patton	
EMAIL: bids@mortonsalt.com	TELEPHONE: 855-655-4540

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*0269

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by				
reference.				
\boxtimes	RIDER A – Specifications and User Information			
\boxtimes	RIDER B – Terms and Conditions			
	RIDER C – Exceptions			
\boxtimes	RIDER D – Responsible Bidder Certification			

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 MaineDOT Regions 1, 2, 3, and 4

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

State of Maine Department of Transportation Bureau of Maintenance & Operations ROCK SALT SPECIFICATIONS

I. GENERAL REQUIREMENTS

<u>VENDOR/CONTRACTOR QUALIFICATIONS:</u> Any vendor that has not been awarded a State of Maine Road Salt Master Agreement in the last 5 seasons will need to furnish the following to prove sufficient infrastructure is in place to meet the high demand during the resulting award period:

- Location of current salt stockpile for testing purposes, in New England preferably. (Shipped samples are not acceptable)
- Three references from current State or municipal customers
- Confirmation that the company has access to space within the state (e.g. confirmation of pier access and storage space from the Port Authority), or nearby location in an adjacent state or Canadian province, where sufficient quantities of salt can be received or sourced, managed and distributed out to the contract

- locations for this award period.
- Confirmation of available trucking over the contract period from a company that is located either in-state or reasonably local to the source material located in an adjacent state or province.

Any vendor that has not been awarded a State of Maine Road Salt Master Agreement in the last 5 seasons and does not, or cannot, furnish all the above will be disqualified.

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 Municipality/Political Subdivision 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:

Political sub-divisions and authorized non-profit organizations should utilize their own individually established ordering procedures.

MUNICIPALITIES/POLITICAL SUBDIVISIONS: After notification of bid results, the Municipalities will have two weeks to individually accept or reject their low bid. If they choose to accept the bid, they are committing to buying at least 75% of that quantity and the prices received will also be held for up to 125%. If they reject the bid or no response is received, they will be out of the contract and will need to obtain salt through separate channels. Political sub-divisions and authorized non-profit organizations should utilize their own individually established ordering procedures. Participating municipalities are 100% responsible for whatever they commit to and the State of Maine and/or MDOT will not pay for salt the municipalities do not pay for.

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:

Sodium chloride shall arrive at the delivery location in a free flowing and useable condition. All truck deliveries shall be dumped at a specific location, either inside or immediately outside a storage building, as directed by the on-site personnel.

Deliveries of trucked salt shall be protected in transit by tight, waterproof coverings to avoid spillage and to prevent additional accumulation of moisture during transit to ensure the least possible moisture content upon delivery. Torn, ripped or permeable load covers or excess water running out of the delivery truck are unacceptable conditions and are likely to result in rejection of the load (ref. "Delivery Rejection" section below).

The State of Maine/Municipalities/Political Subdivisions require that all deliveries of salt be made in complete compliance with existing state, national, provincial laws or regulations. Violation of any laws or regulations, including but not limited to weight limitations, shall be considered as grounds for disqualification of the supplier, hauler or both.

DELIVERY:

Orders for salt shall be delivered within **five (5) working days** of order notification to the contractor. Contractor will make every effort to have delivery vehicle arrival times spread out so as not to exceed the capacity of the equipment used to pile the salt at the delivery location. Should several vehicles arrive at the delivery point at the same time, some vehicles may be delayed before being allowed to dump their load.

NOTICE OF DELIVERY:

The contractor must provide a minimum twenty-four (24) hour notice to each Municipality/Political Subdivision office prior to any delivery. Notice must include scheduled delivery date, estimated time and quantity of salt to be delivered

DELIVERY TIMES:

Truck deliveries will be accepted only during the hours of 6:00 am to 4:00 pm Monday through Friday, unless otherwise arranged with the Municipalities/Political Subdivisions prior to each delivery. Delivery times outside of the normal working hours noted above may require the contractor to reimburse for the actual cost of personnel brought in to receive the delivery.

STATE HOLIDAYS:

Deliveries will not be arranged or accepted on any official State of Maine holiday or shut-down day unless specifically requested and approved. A listing of official holidays and shut-down days will be provided upon request. (Shut down days normally exist on a single workday either immediately prior to or following an official holiday.)

FAILURE TO DELIVER:

If a contractor fails to furnish salt in accordance with all requirements, including delivery through the end of the contract period, the State of Maine/Municipalities/Political Subdivisions may re-purchase the same item from another source, without competitive bidding, and the original contractor may be liable to the State of Maine/Municipalities/Political Subdivisions for any excess cost. If non-delivery occurs more than twice the State of Maine will have the option to terminate the contract without penalty. Experience from past winters has shown that, during periods of heavy storm activity, the ability to provide a trucking capacity of at least twelve (12) 30-ton deliveries, per day, per region, will be necessary at times. Contractors that are unable to reliably provide salt deliveries may become ineligible to receive future contract awards.

INSPECTIONS:

The State of Maine/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 product to the buyer so that any necessary corrective action may be taken to assure conformity to specifications.

DELIVERY REJECTION:

The State of Maine/Municipalities/Political Subdivisions reserves the right to reject or refuse any salt or deliveries which do not conform to these specifications for screen size, chemical quality or moisture content, or which are not delivered in good condition. Shipments that are rejected will be returned to the Contractor at no cost to the state. The contractor shall promptly replace all deliveries of salt that are rejected.

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*.

SALT GRADATION:

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 may be assessed for gradations that do not fall within the ranges specified in Section II, *Salt Gradation*. At the Department's discretion, the bid price of salt may be reduced by one (1) percent for each percent by which gradation falls outside of the allowable range. The Department may elect to waive this penalty for any given lab test if it determines that a limited amount of segregation may have occurred in the pile and operational impacts are minimal.

CONTAMINATION:

Each load of salt having contaminants in it (e.g. trash, pavement chunks, tarps, or other foreign materials) 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:

Bi-weekly, weekly, and random sampling and testing of rock salt will be performed by MaineDOT. Failing test reports will be used in conjunction with information from the personnel receiving salt deliveries to identify and calculate reduced payments when penalties and price adjustments are to be applied. Any reduction of payment caused by the categories within this section shall occur at the time of payment and will not be applied after payment has been made, unless application of the penalty is specifically being withheld pending resolution of a dispute. Penalties shall continue until such time that a passing test is obtained. When onsite inspections and

tests indicate that the salt being supplied is an inferior product, the Contractor will be notified that the salt is unacceptable. If acceptable rock salt is not provided within five (5) working days (or as otherwise authorized by the MaineDOT/ Municipalities/Political Subdivisions), then the MaineDOT/Municipalities/Political Subdivisions may pursue such actions as described in Section I, *Failure to Deliver*.

EXCESSIVE PENALTIES:

Contractors that are unable to reliably provide salt meeting the specifications set forth in Section II, without penalties, may become ineligible to receive future contract awards.

IV. SAMPLING AND TESTING

SAMPLING:

Each sample submitted for testing shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least a pound in weight and not include the top inch of stored material. Every attempt shall be made to 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 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 Na_4Fe (CN)₆ 10 H_2O (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 H_2SO_4 (1:5). The solution is filtered through a #1 Whatman filter paper into a 100 ml volumetric flask. Five ml of Ferrous Sulfate solution is added, the volume brought to mark, the flask stoppered, the contents well mixed and allowed to stand 15 minutes. The absorbance of each of the standard solutions is determined against the blank solution at 775 nm. A calibration curve of absorbance vs. ppm is constructed. The absorbance of the samples is then determined, and the concentration is read off the calibration curve.

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 MaineDOT

		2025-2026 Tonnage	Bid	Price Per Ton	County
DOT	Area 1	29,700	\$	80.69	Morton Salt
DOT	Area 2	24,530	\$	72.71	Morton Salt
DOT	Area 3	30,500	\$	84.93	Morton Salt
DOT	Area 4	24,660	\$	75.18	Morton Salt

Area 1	Area 2	Area 3	Area 4
Delivery Location	Delivery Location	Delivery Location	Delivery Location
Alfred	Belgrade	Athens	Aurora
Bridgton	Brooks (w/Knox)	Avon	Bailyville
Cornish	Edgecomb	Bethel	Bangor
Danville	Fairfield	Canaan	Bar Harbor
Freeport	Knox	Chain of Ponds (Gold Brook)	Beddington
Fryeburg	Montville	Dallas	Carmel 69
Gorham	North Augusta	Dixfield	Charleston
Gray	Northport	Eustis (Stratton)	Cherryfield
Lebanon	Randolph	Farmington (Fairbanks)	East Machias**
Lyman	Richmond	Jackman	Eddington
North Berwick	Searsport	Jay	Eddington**
Poland	Sidney (w/ N. Aug)	Kingfield	Enfield
Scarborough	South China	Mercer	Hancock
Shapleigh	Unity (w/Knox)	Moscow	Indian Twp.**
South Paris	Waldoboro	Rockwood	Guilford
Standish	Washington	Shirley	Jonesboro
Topsham	West Gardiner	Solon	Lamoine**
Topsham**	Winterport (w/ Searsport)	West Forks	Milo
Turner	Winthrop	Wilsons Mills (Lincoln Plt.)	Milo-Long A **
Yarmouth			Orland
			Perry
			Plymouth
			Sedgwick
			Wesley
			Whiting**

^{**} Locations associated with contractors that plow state roads for MaineDOT. These contractors may be municipal or private.

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. **<u>DEFINITIONS</u>**. 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. 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.

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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. <u>SUBLETTING, ASSIGNMENT OR TRANSFER.</u>** 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. 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.

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MA 18P 250709-0020

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:
 - 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: Anthony Patton	Title:	Director, Bulk Deicing U.S. Government Sales
Authorized Signature:	Date:	
DocuSigned by:		7/28/2025
anthony Patton		
37336397A6F1438		

CONFIDENTIAL INFORMATION OF MORTON SALT, INC.

PDS 2385 PDS Version No: 02 Spec. No: 292-8

Date Published: 10/18/2023



PRODUCT DATA SHEET

Morton® Bulk Safe-T-Salt® with YPS

Deicing Salt

Description

- This product is direct-mined production of mineral Sodium Chloride. The salt is produced from an underground bedded deposit by blasting with explosives followed by crushing and screening operations.
- The bulk salt complies with ASTM D632 and AASHTO M143 specifications for purity.
- The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt.
- This salt is treated with a mixture of yellow Prussiate of soda (YPS, sodium ferrocyanide) to impart immediate protection against caking and freezing.
- The salt is a free flowing product that is naturally white to gray or tan in color with some dark particles.

Use

- Application rates are dependent on weather conditions when sensible salting techniques are utilized.

Chemical Properties

<u>Analyte</u>	<u>u/m</u>	Range	<u>Note</u>
Sodium Chloride	%	>=95	1
Water Insolubles	%	<=4.0	
Moisture (Surface)	%	<=1.5	
Anticaking (as YPS)	PPM	80 - 200	

⁻ Note 1. ASTM method, moisture-free basis.

Physical Properties

- Typical loose (pour) bulk density (lbs/cu.ft.): 79
- Typical loose (pour) bulk density (Kg/cu. m.): 1,265
- The actual particle size may vary from Type 1 Grade 1 specifications with handling of bulk salt shipped through distribution centers and stockpiles.

Particle Size

Screen	<u>u/m</u>	Range	<u>Retained/Passing</u>
U.S.S. 1/2-in (12.5 mm opening)	%	100	Passing
U.S.S. 3/8-in (9.5 mm opening)	%	95 - 100	Passing
U.S.S. 4 Mesh (4.75 mm opening)	%	20 - 90	Passing
U.S.S. 8 Mesh (2.36 mm opening)	%	10 - 60	Passing
U.S.S. 30 Mesh (600μm opening)	%	0 - 15	Passing

444 West Lake Street Suite 2900

ake Street **TEL** 312.807.2000

MORTON SALT, INC.

Chicago, IL 60606

WEB mortonsalt.com

Docusign Envelope ID: 758C35A7-62FC-4D2A-AFE1-01A63B41AB9B

CONFIDENTIAL INFORMATION OF MORTON SALT, INC.

PDS 2385 PDS Version No: 02 Spec. No: 292-8

Date Published: 10/18/2023

Codes

 Pack
 Material Code
 UPC

 Bulk
 F140010000Z
 N/A

Storage/Coding

- The salt should be stored indoors or under a tarp.

The data provided herein is based on information we believe to be reliable. It is offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.



Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

Safe-T-Salt

Synonyms

Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar);

Safe-T-Salt (bagged with YPS)

 CAS Number
 • 7647-14-5

 SDS Number/Grade
 • 91006

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s)

Ice Control

1.3 Details of the supplier of the safety data sheet

Manufacturer

Morton Salt, Inc.

444 W. Lake St. Chicago, IL 60606 United States

www.mortonsalt.com

Telephone (General) • 312-807-2000

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010] According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP DSD/DPD Not classified

Not classified

2.2 Label Elements

CLP

Hazard statements . No label element(s) specifically required

DSD/DPD

Risk phrases . No label element(s) specifically required

2.3 Other Hazards

CLP

 According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous. DSD/DPD

 According to European Directive 1999/45/EC this preparation is not considered dangerous.

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012

Not classified

2.2 Label elements

OSHA HCS 2012

Hazard statements . No label element(s) specifically required

2.3 Other hazards

OSHA HCS2012

 This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS

Not classified

2.2 Label elements

WHMIS

No label element(s) specifically required

2.3 Other hazards

WHMIS

 In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

Section 3 - Composition/Information on Ingredients

3.1 Substances

 Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

3.2 Mixtures

	Composition					
Chemica I Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments	
Sodium chloride	CAS:7647-14-5 EC Number:231- 598-3	96% TO 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts	
Yellow Prusslate of Soda	CAS:13601-19-9 EC Number:	<0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA	

Prussian Blue	CAS:14038-43-8 EC Number:	<0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Salt w/Blue
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Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation • Move victing

 Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.

 IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.

• In case of contact with substance, immediately flush eyes with running water for at

least 20 minutes. If eye irritation persists: Get medical advice/attention.

If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

• Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician

Skin

Eye

Ingestion

 All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media • Material is non-combustible. In case of fire use media as appropriate for surrounding fire

Unsuitable Extinguishing Media No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion

Hazards

No unusual fire or explosion hazards known.

Hazardous Combustion Products

No data available

5.3 Advice for firefighters

Structural firefighters' protective clothing will only provide limited protection.
 Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions

Wear suitable protective clothing, gloves, and eye/face protection.

Emergency Procedures

 Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

 None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

 Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

Use good safety and industrial hygiene practices. Wash thoroughly after handling.
 Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

Avoid storage with strong acids and strong oxidizing agents. Store in a dry place.

Incompatible Materials or Ignition Sources Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

	Result	Canada Quebec	Germany DFG	Mexico	OSHA	
Yellow Prusslate of Soda as Cyanide compounds	TWAs	Not established	Not established	5 mg/m3 TWA LMPE-PPT (as CN) as Cyanide compounds	5 mg/m3 TWA (as CN) as Cyanide compounds	
	Ceilings	10 ppm Ceiling (as CN); 11 mg/m3 Ceiling (as CN) as Cyanide compounds	2 mg/m3 Peak (inhalable fraction, as CN) as Cyanide compounds	Not established	Not established	
	MAKs	Not established	2 mg/m3 TWA MAK (inhalable fraction, as CN) as Cyanide compounds	Not established	Not established	

Exposure Control Notations

Germany DFG

•Yellow Prusslate of Soda as Cyanide Compounds: **Pregnancy:** (no risk to embryo/fetus if exposure limits adhered to (calculated as CN)) | **Skin:** (skin notation)

8.2 Exposure controls

Engineering Measures/Controls Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Respiratory

In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

Wear safety glasses.

Skin/Body

Wear appropriate gloves.

General Industrial Hygiene Considerations

Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

Follow best practice for site management and disposal of waste.

Key to abbreviations

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description				
Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.	
Color	Colorless, white or multicolored.	Odor	Odorless	
Particulate Type	Dust Crystalline	Particulate Size	Variable	
Odor Threshold	Data lacking			
General Properties				
Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)	
Decomposition Temperature	Data lacking	pH	5 to 8	
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)	
Viscosity	Not relevant	Explosive Properties	Not relevant.	
Oxidizing Properties:	Not relevant.			
Volatility	350	**************************************	3.57 357	
Vapor Pressure 1 mmHg (torr) @ 865 C(1589 F) Not relevant		Vapor Density	Data lacking	
Evaporation Rate	Data lacking			
Flammability		<u> </u>		
Flash Point	Not relevant	UEL	Not relevant	
LEL	Not relevant	Autoignition	Not relevant	
Flammability (solid, gas)	Notflammable.			
Environmental				
Octanol/Water Partition coefficient	Data lacking			

9.2 Other Information

No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

Stable

10.3 Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4 Conditions to avoid

Incompatible materials.

10.5 Incompatible materials

Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

 Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

GHS Properties	Classification		
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met		

Potential Health Effects Inhalation

Acute (Immediate)

 Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

No data available.

Skin

Acute (Immediate)

Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

No data available.

Eye

Acute (Immediate)

 Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

No data available.

Ingestion

Acute (Immediate)

Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed)

No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

Material data lacking.

12.2 Persistence and degradability

Material data lacking.

12.3 Bioaccumulative potential

Material data lacking.

12.4 Mobility in Soil

Material data lacking.

12.5 Results of PBT and vPvB assessment

No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

. No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste

 Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste

 Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user

None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC

Not relevant.

Code

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

	State Right To Know						
Component	CAS	MA	NJ	PA			
Sodium chloride	7647-14-5	No	No	No			
Prussian Blue	14038-43-8	No	No	No			
Yellow Prusslate of Soda	13601-19-9	No	Yes	Yes			

			Inventory			
Component	CAS	Canada DSL	Canada NDSL	China	EUEINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prussiate of Soda	13601-19-9	Yes	No	Yes	Yes	No
			Inventory (Con'	t.)		
Component	C	AS J	apan ENCS	Korea KECL	ê1 -	TSCA
Sodium chloride 7647		14-5	Yes	Yes		Yes
Prussian Blue 1403		3-43-8	No	Yes Ye		Yes
Yellow Prussiate of Soda		I-19-9	Yes	Yes		Yes

Australia

Labor

Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring

Prussian Blue
 14038-43-8 Not Listed

Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Not Listed

• Sodium chloride 7647-14-5 Not Listed

Australia - High Volume Industrial Chemicals List

Prussian Blue
 Yellow Prussiate of Soda
 14038-43-8 Not Listed
 Not Listed
 Not Listed

Yellow Prussiate of Soda as Cyanide compounds
 Not Listed

• Sodium chloride 7647-14-5

Australia - List of Designated Hazardous Substances - Classification

Prussian Blue
 Yellow Prussiate of Soda
 14038-43-8 Not Listed
 Not Listed
 Not Listed

Yellow Prussiate of Soda as Cyanide compounds
 Self classification required

Sodium chloride 7647-14-5 Not Listed

Environment

Australia - National Pollutant Inventory (NPI) Substance List

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Australia - Ozone Protection Act - Scheduled Substances

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Australia - Priority Existing Chemical Program

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Canada

Labor

Canada - WHMIS - Classifications of Substances

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Not Listed
 Not Listed

Sodium chloride 7647-14-5 Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Environment

Canada - CEPA - Priority Substances List

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Pirrases

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Mexico

Other

Mexico - Hazard Classifications

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Mexico - Regulated Substances

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

Prussian Blue
 Yellow Prussiate of Soda
 14038-43-8 Not Listed
 Not Listed
 Not Listed

Yellow Prussiate of Soda as Cyanide (XCN where X=H or any other group where a formal dissociation may occur. For

compounds example KCN or Ca[CN]2)

Sodium chloride 7647-14-5 Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

Prussian Blue
 Yellow Prussiate of Soda
 Yellow Prussiate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

Prussian Blue
 Yellow Prusslate of Soda
 14038-43-8 Not Listed
 Yellow Prusslate of Soda
 13601-19-9 Not Listed

• Yellow Prusslate of Soda as

1.0 % de minimis concentration (X+CN- where X = H+ or any other group where a formal dissociation can be made. For example KCN or Ca(CN)2. Chemical Category N106)

Sodium chloride 7647-14-5 Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards

Prussian Blue
 Yellow Prusslate of Soda
 14038-43-8 Not Listed
 Yellow Prusslate of Soda
 13601-19-9 Not Listed

Yellow Prusslate of Soda as
 1.2 mg/L (total, wastewater); 590 mg/kg (total, nonwastewater); 0.86 mg/L (amenable,

Cyanide compounds wastewater); 30 mg/kg (amenable, nonwastewater)

Sodium chloride 7647-14-5 Not Listed

United States - California

Environment

U.S. - California - Proposition 65 - Carcinogens List

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

Prussian Blue 14038-43-8 Not Listed

Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 13601-19-9 Not Listed
 Not Listed
 Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 7647-14-5
 Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8 Not Listed
 Not Listed
 Not Listed
 Not Listed
 Not Listed

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

Prussian Blue
 Yellow Prusslate of Soda
 14038-43-8 Not Listed
 Not Listed
 Not Listed

Yellow Prusslate of Soda as Cyanide compounds

Sodium chloride
 7647-14-5 Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

Prussian Blue
 Yellow Prusslate of Soda
 Yellow Prusslate of Soda as Cyanide compounds
 Sodium chloride
 14038-43-8
 Not Listed
 Not Listed
 Not Listed
 Not Listed

15.2 Chemical Safety Assessment

No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date

11/November/2023

Preparation Date

4/Jan/2010

Disclaimer/Statement of Liability

The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations NDA = No data available