

NEW

**State of Maine****Master Agreement****Effective Date:** 08/01/18**Expiration Date:** 07/31/19**Master Agreement Description:** ROCK SALT FOR BREM & MUNICIPALITIES**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

Valerie Russell 207-287-4151 ext. Valerie.L.Russell@maine.gov

**Authorized Departments**

18A ADMINISTRATIVE SERVICES

**Vendor Information****Vendor Line #: 1****Vendor ID**

VS0000016428

**Vendor Name**

New England Salt Co., LLC

**Alias/DBA****Vendor Address Information**

P.O. Box 352

Winterport, ME 04496

US

**Vendor Contact Information**

Steven Clisham

207-944-8290 ext.

sclisham223@aol.com

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** New England Salt Co., LLC

**Commodity Line #:** 1

**Commodity Code:** 77545

**Commodity Description:** ROCK SALT FOR BUREAU OF REAL ESTATE MANAGEMENT (500 tons)

**Commodity Specifications:** As per the specifications attached made part of this MA

**Commodity Extended Description:** All of this Commodity Line (500 tons) is for the Bureau of Real Estate Management (BREM) and will be delivered to two locations within Augusta, ME

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 1	<b>Free on Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> NE Salt	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 08/01/18	<b>Discount End Date</b> 07/31/19

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** New England Salt Co., LLC

**Commodity Line #:** 2

**Commodity Code:** 77545

**Commodity Description:** Municipality Award

**Commodity Specifications:** As per the specifications attached made part of this MA. This line for the partial Municipality award, see attached list.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 1	<b>Free on Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 08/01/18	<b>Service End Date</b> 07/31/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 17A18050400000000000597**

**ROCK SALT FOR MDOT REGIONS 1 THRU 5B, BUREAU OF  
GENERAL SERVICES AUGUSTA, AND VARIOUS  
MUNICIPALITIES STATEWIDE**

**Quotations/Responses Due: 5/30/2018** not later than 4:00 p.m. local time

**Note:** All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**In the event that you must contact us for any other reasons than the Q & A previously mentioned,** only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of the **MaineDOT, Bureau of Real Estate Mgt, and various Municipalities** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

# RFQ REQUIREMENTS

## 1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix B on page 11**

## 2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)**
- **Appendix D: Maine Business and Economic Impact Consideration Form (Page 20 of this document)**
- **Appendix E: Municipality Political Subdivision and School District Participation Certification (Page 21 of this document)**
- **Exhibit B: Municipality Spread sheet (Excel Format Preferred)**
- **SDS Sheets**
- **Product Info/Origin Data Sheet**
- **Anti-Caking Additive Statement (Page 15 of this document)**
- **Location of current salt stockpile for testing purposes, in New England preferably. (Shipped samples are not acceptable)**
- **3) References from current State or municipal customers**
- **Confirmation that the company has access to space within the state where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period (e.g. confirmation of pier access and storage space from the Port Authority)**
- **Confirmation from in-State trucking firm of delivery contract with bidding vendor for this award period**

## 3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **three** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	7/1/2018	6/30/2019
Renewal Period #1	7/1/2019	6/30/2020
Renewal Period #2	7/1/2020	6/30/2021
Renewal Period #3	7/1/2021	6/30/2022

#### 4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

#### 5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.

- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## 6. Quotation Evaluation and Selection

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.
- f. **Maine Business and Economic Impact Consideration**  
Using **Appendix D** (Maine Business and Economic Impact Consideration Form), the Bidder (Bidder identified on the “Bid Cover Page” - **Appendix A**) is required to describe the Bidder’s investment in the State of Maine as reported on the most recently completed IRS form W-2. Consideration of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion.” The State reserves the right to verify this information at any time during the evaluation process or after.

The Maine Business and Economic Impact Consideration will allow up to a 10% reduction in a Bidder’s submitted price for comparison purposes when determining award. The exact percentage will be determined using the information provided by Bidders on their submitted Maine Business and Economic Impact Consideration Form (**Appendix D**) compared to the percentage breakdowns below:

<b>Maine Business Analysis</b>	<b>Percentage</b>
Average Percentage of Maine Business Impact - 1 to 74%	2%
Average Percentage of Maine Business Impact - 75 to 100%	4%

<b>Maine Economic Impact</b>	<b>Percentage</b>
Sum of Maine Economic Analysis - \$1 to \$1,000,000	2%
Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000	4%
Sum of Maine Economic Analysis - over \$10,000,000	6%

The percentages from both Maine Business Analysis and Maine Economic Impact will be combined for a Bidder’s total percentage reduction in price. For example, if a Bidder has a “Average Percentage of Maine Business Impact - 1 to 74%” in Maine Business Analysis and a “Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000” in Maine Economic Impact, their total percentage reduction for price comparison would be 6% (2% + 4%).

**7. Negotiations**

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

### **D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

### **E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

### **F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C. Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRS §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

# Appendix A

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

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	Date:

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name:	Title:
Authorized Signature:	Date:

## Appendix B

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

**DETAILED SPECIFICATIONS**

**RFQ # 17A18050400000000000597**

**ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE**

### **I. GENERAL REQUIREMENTS**

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

- Location of current salt stockpile for testing purposes, in New England preferably. (Shipped samples are not acceptable)
- Three references from current State or municipal customers
- Confirmation that the company has access to space within the state (e.g. confirmation of pier access and storage space from the Port Authority), or nearby location in an adjacent state or Canadian province, where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period.
- Confirmation of available trucking over the contract period from a company that is located either in-state or reasonably local to the source material located in an adjacent state or province.

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

**ESTIMATED USAGE:**

The estimated MDOT salt usage for the upcoming winter season is in Exhibit A. The quantities listed are based upon typical past usage and the amount of material that is currently stockpiled at each location. These estimated quantities reflect a reasonable approximation of the salt required for an “average” winter. They do not represent a minimum or a maximum amount that will be ordered. However, in aggregate, these quantities are expected to be within 25% of the total indicated, either above or below, depending upon the winter.

**PARTICIPATING MUNICIPALITIES:**

Please see Municipalities Exhibit B 2018-19.xls which is attached to this RFQ and shows Municipalities/Political Subdivisions and estimated tonnage.

**BASIS OF AWARD:**

MaineDOT will have the option to make a best value determination for the award of any salt area, as well as the Bureau of Real Estate Management. Such determination will be made with consideration of the price difference between the lowest bidders and the past history that MaineDOT has had with each of the bidders regarding salt quality (as previously documented through MaineDOT’s quality assurance testing) and reliability of past deliveries.

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

**AUDITS AND ACCOUNTING:**

The successful bidder shall allow representatives of the State of Maine to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**INVOICING:**

Separate invoices are required for each order number. Invoices shall include the stockpile location the order is taken from. Each load is to be listed separately with the date delivered on the invoice. Partial orders will not be paid for unless the State has over-ordered for a particular location. Matching delivery slip numbers for each order should be included on the invoice. Invoices received with the delivery slip numbers will be processed prior to invoices without delivery slip numbers.

**ORDERING PROCEDURE:**

Orders for MaineDOT locations shall be placed direct to vendor by MaineDOT. The Bureau of Real Estate Management or their contractor will order as needed. Municipalities, Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

**MEASUREMENTS:**

The term 'Ton' shall mean the short ton consisting of 2,000 pounds avoirdupois. Each truck used to haul salt shall bear a plainly legible identification mark, and a tare weight shall be taken prior to each load.

**WEIGH SLIPS:**

Each truck delivery shall be accompanied by a weigh slip, which shall be left with an employee who works at the delivery point of load. The employee will sign a copy of the weigh slip to acknowledge the receipt of the load.

Contractor shall provide numbered weigh slips, which show the following information:

- Name and address of the contractor
- Name and address of the owner of the scales
- Location of the scales
- Consignee and destination
- Date of delivery
- Order number
- Gross, tare and net weights
- Signature of weigher
- Current vehicle registration number and/or other legible identification mark and signature of vehicle operator
- Space for signature of the department employee accepting the shipment

The State of Maine/Municipalities/Political Subdivisions reserves the right to weigh any truck at a designated location before or after delivery to any particular storage site.

### **STORAGE REQUIREMENTS**

All salt distribution piles shall be covered to prevent the salt from becoming excessively damp. Salt distribution piles shall be covered, or stored within a building, within five (5) days of being established.

### **DELIVERY REQUIREMENTS:**

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

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

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

### **DELIVERY:**

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

### **NOTICE OF DELIVERY:**

The contractor must provide a minimum twenty-four (24) hour notice to each MaineDOT Region office, the Bureau of Real Estate Management, and any 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 for MaineDOT will be accepted only during the hours of 6:00 am to 4:00 pm Monday through Friday, unless otherwise arranged with the MaineDOT Region Contact prior to each delivery. BREM deliveries will be accepted only during the hours of 6:30 am to 3:00 pm Monday through Friday Delivery times outside of the normal working hours noted above may require the contractor to reimburse the MaineDOT for the actual cost of personnel brought in to receive the delivery. **During the summer months, and until November, MaineDOT crews work a 4-day schedule of Monday through Thursday. Therefore, Initial Fill deliveries should occur during those days whenever possible. If Friday deliveries are necessary for an Initial fill, MaineDOT will work with the contractor to receive such shipments, providing they are limited to a single location for each Friday required.**

### **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 work day either immediately prior to or following an official holiday.)

### **DELIVERY SCHEDULE FOR REMAINDER OF CONTRACT TERM**

The MaineDOT Region Contacts listed in Exhibit A, or their designee shall be responsible for placing additional orders for any delivery locations during the remainder of the contract period. Contractor shall be responsible for providing the MaineDOT Region Contact with a weekly delivery schedule. Said schedule shall be sent no later than Wednesday of the week preceding scheduled deliveries. 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.

**FAILURE TO DELIVER:**

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

**INSPECTIONS:**

The State of Maine shall be provided free entry and access at the Contractor’s storage areas for sampling. It is anticipated that determination for initial compliance will be made from samples obtained from the supplier’s storage areas or from rail cars if no storage areas are provided within the state. Shipments to the delivery locations may be randomly sampled for compliance. Said samples shall be representative of all salt delivered to a location on that day. Penalties, if any, will be assessed against the accumulated and mixed samples of each day’s delivery to each location. Details of penalties and percentages are outlined in Section III, *Penalties and Price Adjustments*. Laboratory results will be provided to the Contractor when penalties are assessed.

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

**DELIVERY REJECTION:**

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

**II. SPECIFICATIONS FOR MINED ROCK SALT**

**CHEMICAL COMPOSITION:**

The sodium chloride shall conform to a chemical composition of a minimum of 95%. Variations of less than 95% but above 93% will result in acceptance at reduced payment as provided in Section III, *Penalties and Price Adjustments*.

**GRADING:**

Rock salt shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- Passing a 1/2” sieve (12.50mm) 100%
- Passing a 3/8” sieve ( 9.50mm) 95% - 100%
- Passing a No. 4 sieve ( 4.75mm) 20% - 80%
- Passing a No 8 sieve ( 2.36mm) 10% - 50%
- Passing a No 30 sieve ( 0.60mm) 0% - 10%

Because of restrictions used to calibrate salt on Department sanders, the 1/2” gradation requirement is critical. The contractor will be required to re-screen the sodium chloride for continued oversize deliveries.

**MOISTURE:**

Salt shall be in a free-flowing condition when received at the delivery location with a moisture content not to exceed 1%.

**ANTI-CAKING ADDITIVE:**

Salt shall be loose and free of lumps and shall contain not less than 20ppm of pure anti-caking agent. All bidders are required to identify type of anti-cake additive used in their product. Bidders are required to submit the appropriate Material Safety Data Sheets (MSDS) and Product Information/Data Sheets to the State of Maine at the time of bid response.

**Please State Anti-Cake Additive :** \_\_\_\_\_

**III. PENALTIES AND PRICE ADJUSTMENTS**

**CHLORIDES:**

Penalties will be assessed against the accumulated and mixed samples of each day’s deliveries to each location for salt that does not meet the chemical composition of total chlorides as specified in Table 1.

TABLE 1 – Percent Sodium Chloride

Percent (%) of Sodium Chloride	Percent (%) of Payment of Unit Bid Price
95.0 % - 100%	100%
94.0 % – 94.9 %	96%
93.0 % - 93.9 %	92%
Below 93.0 %	Not Acceptable

**MOISTURE:**

Delivered rock salt shall not normally exceed one percent (1.0 %). Salt which exceeds the moisture content as specified will be subject to penalties according to Table 2.

TABLE 2 – Moisture Content for Rock Salt

Moisture Content	Percent (%) of 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) working days (or as otherwise authorized by the MaineDOT/ Municipalities/Political Subdivisions), then the MaineDOT/Municipalities/Political Subdivisions may pursue such actions as described in Section I, *Failure to Deliver*.

**EXCESSIVE PENALTIES:**

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

**IV. SAMPLING AND TESTING**

**SAMPLING:**

Each sample submitted for testing shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least a pound in weight and not include the top inch of stored material. Every attempt shall be made to insure a composite sample representative of the pile. Samples for chemical composition, gradation and anti-caking may also be obtained at the time of delivery to the purchaser's delivery destination.

**METHOD OF TESTING:**

1. Chemical composition testing for sodium chloride shall conform to the rapid method of testing given in Appendix A1 of AASHTO M-143-86. A second method of rapid analysis could be the use of Gran's plot titration method developed by Orion Research Incorporated. In case that the coarse salt sample is used 100.00 g sample is taken and dissolved in a 2-liter volumetric flask quantitatively. An aliquot of 5.00 ml or 2.00 ml of this solution is then pipetted out to the titrated according to either of these two methods.

If controversy occurs, analysis shall be made in accordance with the method specified for "Salt" in the current "Official Methods of Analysis for the Association of Official Agricultural Chemists".

2. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked in a manner as to prevent loss of material during sieving. Woven wire cloth shall conform to AASHTO M92. Gradation analysis shall be made on oven dried material and the sample shall weigh after drying at least 500 grams. In no case shall the fraction retained on any sieve at the completion of the sieving operation weigh more than four grams per square inch of sieving surface (this is 200 grams for 8 inch diameter round sieves).

If sieving is completed by hand, the procedure will include shaking with lateral and vertical motion with occasional jarring action so as to keep the material moving continuously over the surfaces of the sieves for a time of not less than three minutes. The balance or scale shall be sensitive to within 0.2% of the weight of the sample to be tested.

3. Moisture content shall be determined by a method of weighing before and after oven drying at 110° + 5° C

(230° + 9° F) for a minimum of four hours.

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

## **METHOD FOR THE COLORIMETRIC DETERMINATION - YPS TREATED ROCK SALT**

### Scope of Method

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

### Reagents

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

### Reagent Solutions

#### A. Sodium Ferro cyanide Solutions

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

#### B. Ferrous Sulfate (5% solution)

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

#### C. Sodium Hydroxide Solution (2%)

Dissolve 20 grams of NaOH in 1 liter of water.

#### D. Sulfuric Acid, 1:5

Add 20 ml of conc.  $\text{H}_2\text{SO}_4$  slowly into 100 ml of water, mix well and let cool.

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

### Preparation of Standards

Six 25 gram samples of reagent grade NaCl are weighed (to 0.01 g) and placed in 250 ml beakers. To each of the samples add 0, 1, 2, 3, 4 and 5 ml of 0.05% sodium Ferro cyanide solution, respectively, (0 ml being a blank) mix well. Prepare standard solution by adding NaOH and  $\text{H}_2\text{SO}_4$  as described in the sample preparation except NO filtration is needed. To all six flasks add 5 ml of the Ferrous Sulfate solution, bring to 100 ml mark with water, cover flasks with stoppers and mix well. Maximum intensity of color develops in 15 minutes. The standards now indicate 0-100 ppm of Sodium Ferro cyanide in increments of 20 ppm with respect to the original salt sample.

### Determination of Sodium Ferro cyanide in Rock Salt

The bulk sample is split down to 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<sub>2</sub>SO<sub>4</sub> (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.

## Appendix C

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

COST RESPONSE

RFQ # 17A18050400000000000597

**ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

**Note-MDOT Salt Area 5 has been split into 2 areas, 5A & 5B. Please note that while a different price may be submitted for each, both 5A & 5B must be bid if submitting a bid for this region.**

**Please download this document and the attached Excel spreadsheet to your desktop. Fill out the required sections of this document (Appendix A Bid Cover Page & Debarment Form) and the attached Municipality pricing spreadsheet-Exhibit B. Attach both to your response in VSS along with all other requested documents below. For your electronic response in VSS for MDOT Regions & BGS, please put the per ton price in the corresponding unit price field and enter the delivery days. Please enter "0" on the municipality line. Failure to do this may result in disqualification of your bid.**

**REQUESTED RETURNED DOCUMENTS:**

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)
- **Appendix D:** Maine Business and Economic Impact Consideration Form (Page 20 of this document)
- **Appendix E:** Municipality Political Subdivision and School District Participation Certification (Page 21 of this document)
- **Exhibit B: Municipality Spread sheet** (Excel Format Preferred)
- **SDS Sheets**
- **Product Info/Origin Data Sheet**
- **Anti-Caking Additive Statement** (Page 15 of this document)
- **Location of current salt stockpile for testing purposes, in New England preferably.** (Shipped samples are not acceptable)
- **3) References from current State or municipal customers**
- **Confirmation that the company has access to space within the state where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period (e.g. confirmation of pier access and storage space from the Port Authority)**
- **Confirmation from in-State trucking firm of delivery contract with bidding vendor for this award period**

**Appendix D**

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 17A1805040000000000597**

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

**Maine Business Analysis**

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

**Maine Economic Impact**

1. Fill in the amount stated on your company’s most recent W-2 for:
  - Income taxes paid in Maine
  - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	
-----------------------------	--

<b>MAINE BUSINESS ANALYSIS</b>		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

<b>MAINE ECONOMIC IMPACT</b>	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

**Appendix E**

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

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

**RFQ # 17A18050400000000000597**

**ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL  
SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

\_\_\_\_\_ Yes

\_\_\_\_\_ Yes, with conditions as follows:

\_\_\_\_\_ No

**Name of Company:**

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**Address:**

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**Signature:**

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**Date:**

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**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 17A18050400000000000597**

**ROCK SALT FOR MDOT REGIONS 1 THRU 5B, BUREAU OF  
GENERAL SERVICES AUGUSTA, AND VARIOUS  
MUNICIPALITIES STATEWIDE**

**Quotations/Responses Due: 5/30/2018 not later than 4:00 p.m. local time**

**Note: All questions and responses must be provided via the State of Maine's  
e-Procurement system: AdvantageME / Vendor Self Service (VSS).**

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**In the event that you must contact us for any other reasons than the Q & A previously mentioned,** only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of the **MaineDOT, Bureau of Real Estate Mgt, and various Municipalities** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

## RFQ REQUIREMENTS

### 1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix B on page 11**

### 2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)**
- **Appendix D: Maine Business and Economic Impact Consideration Form (Page 20 of this document)**
- **Appendix E: Municipality Political Subdivision and School District Participation Certification (Page 21 of this document)**
- **Exhibit B: Municipality Spread sheet (Excel Format Preferred)**
- **SDS Sheets**
- **Product Info/Origin Data Sheet**
- **Anti-Caking Additive Statement (Page 15 of this document)**
- **Location of current salt stockpile for testing purposes, in New England preferably. (Shipped samples are not acceptable)**
- **3) References from current State or municipal customers**
- **Confirmation that the company has access to space within the state where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period (e.g. confirmation of pier access and storage space from the Port Authority)**
- **Confirmation from in-State trucking firm of delivery contract with bidding vendor for this award period**

### 3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **three** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	7/1/2018	6/30/2019
Renewal Period #1	7/1/2019	6/30/2020
Renewal Period #2	7/1/2020	6/30/2021
Renewal Period #3	7/1/2021	6/30/2022

#### 4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

#### 5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.

- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## 6. Quotation Evaluation and Selection

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.
- f. **Maine Business and Economic Impact Consideration**  
Using **Appendix D** (Maine Business and Economic Impact Consideration Form), the Bidder (Bidder identified on the “Bid Cover Page” - **Appendix A**) is required to describe the Bidder’s investment in the State of Maine as reported on the most recently completed IRS form W-2. Consideration of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion.” The State reserves the right to verify this information at any time during the evaluation process or after.

The Maine Business and Economic Impact Consideration will allow up to a 10% reduction in a Bidder’s submitted price for comparison purposes when determining award. The exact percentage will be determined using the information provided by Bidders on their submitted Maine Business and Economic Impact Consideration Form (**Appendix D**) compared to the percentage breakdowns below:

<b>Maine Business Analysis</b>	<b>Percentage</b>
Average Percentage of Maine Business Impact - 1 to 74%	2%
Average Percentage of Maine Business Impact - 75 to 100%	4%

<b>Maine Economic Impact</b>	<b>Percentage</b>
Sum of Maine Economic Analysis - \$1 to \$1,000,000	2%
Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000	4%
Sum of Maine Economic Analysis - over \$10,000,000	6%

The percentages from both Maine Business Analysis and Maine Economic Impact will be combined for a Bidder's total percentage reduction in price. For example, if a Bidder has a "Average Percentage of Maine Business Impact - 1 to 74%" in Maine Business Analysis and a "Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000" in Maine Economic Impact, their total percentage reduction for price comparison would be 6% (2% + 4%).

## 7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

### **D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

### **E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

### **F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C. Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

## Appendix A


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

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: New England Salt LLC		
Chief Executive - Name/Title: Steven Clisham owner		
Tel:207-262-9779	Fax:207-262-9900	E-mail:greg@newenglandsaltcompany.com
Headquarters Street Address: 35 Airport Rd.		
Headquarters City/State/Zip: Winterport Me. 04496		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel	Fax:	
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Steven Clisham 	Title: Owner
Authorized Signature:	Date: 5-29-18

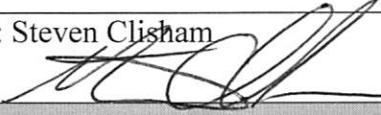
### Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Steven Cligham 	Title: owner
Authorized Signature:	Date: 5-29-18

## Appendix B

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

**DETAILED SPECIFICATIONS**

**RFQ # 17A18050400000000000597**

**ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE**

### **I. GENERAL REQUIREMENTS**

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

- Location of current salt stockpile for testing purposes, in New England preferably. (Shipped samples are not acceptable)
- Three references from current State or municipal customers
- Confirmation that the company has access to space within the state (e.g. confirmation of pier access and storage space from the Port Authority), or nearby location in an adjacent state or Canadian province, where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period.
- Confirmation of available trucking over the contract period from a company that is located either in-state or reasonably local to the source material located in an adjacent state or province.

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

**ESTIMATED USAGE:**

The estimated MDOT salt usage for the upcoming winter season is in Exhibit A. The quantities listed are based upon typical past usage and the amount of material that is currently stockpiled at each location. These estimated quantities reflect a reasonable approximation of the salt required for an “average” winter. They do not represent a minimum or a maximum amount that will be ordered. However, in aggregate, these quantities are expected to be within 25% of the total indicated, either above or below, depending upon the winter.

**PARTICIPATING MUNICIPALITIES:**

Please see Municipalities Exhibit B 2018-19.xls which is attached to this RFQ and shows Municipalities/Political Subdivisions and estimated tonnage.

**BASIS OF AWARD:**

MaineDOT will have the option to make a best value determination for the award of any salt area, as well as the Bureau of Real Estate Management. Such determination will be made with consideration of the price difference between the lowest bidders and the past history that MaineDOT has had with each of the bidders regarding salt quality (as previously documented through MaineDOT’s quality assurance testing) and reliability of past deliveries.

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

**AUDITS AND ACCOUNTING:**

The successful bidder shall allow representatives of the State of Maine to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**INVOICING:**

Separate invoices are required for each order number. Invoices shall include the stockpile location the order is taken from. Each load is to be listed separately with the date delivered on the invoice. Partial orders will not be paid for unless the State has over-ordered for a particular location. Matching delivery slip numbers for each order should be included on the invoice. Invoices received with the delivery slip numbers will be processed prior to invoices without delivery slip numbers.

**ORDERING PROCEDURE:**

Orders for MaineDOT locations shall be placed direct to vendor by MaineDOT. The Bureau of Real Estate Management or their contractor will order as needed. Municipalities, Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

**MEASUREMENTS:**

The term 'Ton' shall mean the short ton consisting of 2,000 pounds avoirdupois. Each truck used to haul salt shall bear a plainly legible identification mark, and a tare weight shall be taken prior to each load.

**WEIGH SLIPS:**

Each truck delivery shall be accompanied by a weigh slip, which shall be left with an employee who works at the delivery point of load. The employee will sign a copy of the weigh slip to acknowledge the receipt of the load.

Contractor shall provide numbered weigh slips, which show the following information:

- Name and address of the contractor
- Name and address of the owner of the scales
- Location of the scales
- Consignee and destination
- Date of delivery
- Order number
- Gross, tare and net weights
- Signature of weigher
- Current vehicle registration number and/or other legible identification mark and signature of vehicle operator
- Space for signature of the department employee accepting the shipment

The State of Maine/Municipalities/Political Subdivisions reserves the right to weigh any truck at a designated location before or after delivery to any particular storage site.

**STORAGE REQUIREMENTS**

All salt distribution piles shall be covered to prevent the salt from becoming excessively damp. Salt distribution piles shall be covered, or stored within a building, within five (5) days of being established.

**DELIVERY REQUIREMENTS:**

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

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

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

**DELIVERY:**

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

**NOTICE OF DELIVERY:**

The contractor must provide a minimum twenty-four (24) hour notice to each MaineDOT Region office, the Bureau of Real Estate Management, and any 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 for MaineDOT will be accepted only during the hours of 6:00 am to 4:00 pm Monday through Friday, unless otherwise arranged with the MaineDOT Region Contact prior to each delivery. BREM deliveries will be accepted only during the hours of 6:30 am to 3:00 pm Monday through Friday Delivery times outside of the normal working hours noted above may require the contractor to reimburse the MaineDOT for the actual cost of personnel brought in to receive the delivery. **During the summer months, and until November, MaineDOT crews work a 4-day schedule of Monday through Thursday. Therefore, Initial Fill deliveries should occur during those days whenever possible. If Friday deliveries are necessary for an Initial fill, MaineDOT will work with the contractor to receive such shipments, providing they are limited to a single location for each Friday required.**

**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 work day either immediately prior to or following an official holiday.)

**DELIVERY SCHEDULE FOR REMAINDER OF CONTRACT TERM**

The MaineDOT Region Contacts listed in Exhibit A, or their designee shall be responsible for placing additional orders for any delivery locations during the remainder of the contract period. Contractor shall be responsible for providing the MaineDOT Region Contact with a weekly delivery schedule. Said schedule shall be sent no later than Wednesday of the week preceding scheduled deliveries. 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.

**FAILURE TO DELIVER:**

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

**INSPECTIONS:**

The State of Maine shall be provided free entry and access at the Contractor’s storage areas for sampling. It is anticipated that determination for initial compliance will be made from samples obtained from the supplier’s storage areas or from rail cars if no storage areas are provided within the state. Shipments to the delivery locations may be randomly sampled for compliance. Said samples shall be representative of all salt delivered to a location on that day. Penalties, if any, will be assessed against the accumulated and mixed samples of each day’s delivery to each location. Details of penalties and percentages are outlined in Section III, *Penalties and Price Adjustments*. Laboratory results will be provided to the Contractor when penalties are assessed.

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

**DELIVERY REJECTION:**

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

## II. SPECIFICATIONS FOR MINED ROCK SALT

**CHEMICAL COMPOSITION:**

The sodium chloride shall conform to a chemical composition of a minimum of 95%. Variations of less than 95% but above 93% will result in acceptance at reduced payment as provided in Section III, *Penalties and Price Adjustments*.

**GRADING:**

Rock salt shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- Passing a ½” sieve (12.50mm) 100%
- Passing a 3/8” sieve (9.50mm) 95% - 100%
- Passing a No. 4 sieve (4.75mm) 20% - 80%
- Passing a No 8 sieve (2.36mm) 10% - 50%
- Passing a No 30 sieve (0.60mm) 0% - 10%

Because of restrictions used to calibrate salt on Department sanders, the 1/2” gradation requirement is critical. The contractor will be required to re-screen the sodium chloride for continued oversize deliveries.



**CONTAMINATION:**

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

**ASSESSMENT OF PENALTIES:**

Random sampling and testing of rock salt shall be obtained and tested by Maine Department of Transportation personnel. Failing test reports will be used to calculate reduced payments when penalties and price adjustments are to be applied. The reduction in payment shall continue until such time as a new passing test is obtained. When onsite inspections and tests indicate that the salt being supplied is an inferior product, the Contractor will be notified that the salt is unacceptable. If acceptable rock salt is not provided within five (5) working days (or as otherwise authorized by the MaineDOT/ Municipalities/Political Subdivisions), then the MaineDOT/Municipalities/Political Subdivisions may pursue such actions as described in Section I, *Failure to Deliver*.

**EXCESSIVE PENALTIES:**

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

**IV. SAMPLING AND TESTING**

**SAMPLING:**

Each sample submitted for testing shall consist of a minimum of three increments selected at random from the material. Each increment shall be at least a pound in weight and not include the top inch of stored material. Every attempt shall be made to insure a composite sample representative of the pile. Samples for chemical composition, gradation and anti-caking may also be obtained at the time of delivery to the purchaser's delivery destination.

**METHOD OF TESTING:**

1. Chemical composition testing for sodium chloride shall conform to the rapid method of testing given in Appendix A1 of AASHTO M-143-86. A second method of rapid analysis could be the use of Gran's plot titration method developed by Orion Research Incorporated. In case that the coarse salt sample is used 100.00 g sample is taken and dissolved in a 2-liter volumetric flask quantitatively. An aliquot of 5.00 ml or 2.00 ml of this solution is then pipetted out to the titrated according to either of these two methods.

If controversy occurs, analysis shall be made in accordance with the method specified for "Salt" in the current "Official Methods of Analysis for the Association of Official Agricultural Chemists".

2. Particle size analysis shall consist of using sieves with square openings mounted on substantial frames or interlocked in a manner as to prevent loss of material during sieving. Woven wire cloth shall conform to AASHTO M92. Gradation analysis shall be made on oven dried material and the sample shall weigh after drying at least 500 grams. In no case shall the fraction retained on any sieve at the completion of the sieving operation weigh more than four grams per square inch of sieving surface (this is 200 grams for 8 inch diameter round sieves).

If sieving is completed by hand, the procedure will include shaking with lateral and vertical motion with occasional jarring action so as to keep the material moving continuously over the surfaces of the sieves for a time of not less than three minutes. The balance or scale shall be sensitive to within 0.2% of the weight of the sample to be tested.

3. Moisture content shall be determined by a method of weighing before and after oven drying at 110° + 5° C

(230° + 9° F) for a minimum of four hours.

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

## **METHOD FOR THE COLORIMETRIC DETERMINATION - YPS TREATED ROCK SALT**

### Scope of Method

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

### Reagents

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

### Reagent Solutions

#### A. Sodium Ferro cyanide Solutions

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

#### B. Ferrous Sulfate (5% solution)

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

#### C. Sodium Hydroxide Solution (2%)

Dissolve 20 grams of NaOH in 1 liter of water.

#### D. Sulfuric Acid, 1:5

Add 20 ml of conc.  $\text{H}_2\text{SO}_4$  slowly into 100 ml of water, mix well and let cool.

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

### Preparation of Standards

Six 25 gram samples of reagent grade NaCl are weighed (to 0.01 g) and placed in 250 ml beakers. To each of the samples add 0, 1, 2, 3, 4 and 5 ml of 0.05% sodium Ferro cyanide solution, respectively, (0 ml being a blank) mix well. Prepare standard solution by adding NaOH and  $\text{H}_2\text{SO}_4$  as described in the sample preparation except NO filtration is needed. To all six flasks add 5 ml of the Ferrous Sulfate solution, bring to 100 ml mark with water, cover flasks with stoppers and mix well. Maximum intensity of color develops in 15 minutes. The standards now indicate 0-100 ppm of Sodium Ferro cyanide in increments of 20 ppm with respect to the original salt sample.

### Determination of Sodium Ferro cyanide in Rock Salt

The bulk sample is split down to 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<sub>2</sub>SO<sub>4</sub> (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.

## Appendix C

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

COST RESPONSE

RFQ # 17A18050400000000000597

**ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

**Note-MDOT Salt Area 5 has been split into 2 areas, 5A & 5B. Please note that while a different price may be submitted for each, both 5A & 5B must be bid if submitting a bid for this region.**

Please download this document and the attached Excel spreadsheet to your desktop. Fill out the required sections of this document (Appendix A Bid Cover Page & Debarment Form) and the attached Municipality pricing spreadsheet-Exhibit B. Attach both to your response in VSS along with all other requested documents below. **For your electronic response in VSS for MDOT Regions & BGS, please put the per ton price in the corresponding unit price field and enter the delivery days. Please enter "0" on the municipality line.** Failure to do this may result in disqualification of your bid.

**REQUESTED RETURNED DOCUMENTS:**

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)
- **Appendix D:** Maine Business and Economic Impact Consideration Form (Page 20 of this document)
- **Appendix E:** Municipality Political Subdivision and School District Participation Certification (Page 21 of this document)
- **Exhibit B: Municipality Spread sheet** (Excel Format Preferred)
- **SDS Sheets**
- **Product Info/Origin Data Sheet**
- **Anti-Caking Additive Statement** (Page 15 of this document)
- **Location of current salt stockpile for testing purposes, in New England preferably.** (Shipped samples are not acceptable)
- **3) References from current State or municipal customers**
- **Confirmation that the company has access to space within the state where sufficient quantities of salt can be received, managed and distributed out to the contract locations for this award period (e.g. confirmation of pier access and storage space from the Port Authority)**
- **Confirmation from in-State trucking firm of delivery contract with bidding vendor for this award period**

**Appendix D**

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 17A1805040000000000597**

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

**Maine Business Analysis**

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

**Maine Economic Impact**

1. Fill in the amount stated on your company’s most recent W-2 for:
  - Income taxes paid in Maine
  - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	New England Salt LLC
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<b>MAINE BUSINESS ANALYSIS</b>		
	Total	Maine Residents
Number of FTE Employees:	13	13
Payroll:	519208.13	519208.13

<b>MAINE ECONOMIC IMPACT</b>	
Income Taxes Paid (State):	83884.00
Property Taxes Paid (Local):	2860.76
Wages to Maine Residents:	519208.13
Payments to Maine Subcontractors Estimated:	95389.00

**Appendix E**

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

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

**RFQ # 17A1805040000000000597**

**ROCK SALT FOR MDOT REGIONS 1 THRU 5, BUREAU OF GENERAL  
SERVICES AUGUSTA, AND VARIOUS MUNICIPALITIES STATEWIDE**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

**Name of Company:**

New England Salt LLC \_\_\_\_\_

**Address:**

P.O. Box 352 Winterport Me. 04496 \_\_\_\_\_

**Signature:**



**Date:**

\_\_\_\_\_ May 29, 2018 \_\_\_\_\_



## Safety Data Sheet

### 1- Identification

**PRODUCT NAME:** Sodium Chloride, Salt  
**PRODUCT USE :** De-icer General industrial and water softening/conditioning purposes.

**ADDRESS/PHONE NUMBER:**  
 Société de Sel de Mohammedia  
 Lot Solei Rue N° 7 Villa 50  
 Mohammedia  
 Morocco

**PHONE :** 00212523317256

### 2- Hazard (s) identification

**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.  
**Hazard(s) not otherwise classified (HNOC)** None known.

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	Min 98 %
Sodium Ferrocyanide	13601-19-9	0,01-0,015 %

#### 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 1.5 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 (Cl<sub>2</sub>)

## 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	Not available
Bioaccumulation / accumulation	Not available
Mobility in environmental media	Not available
Environmental effects	Not available
Aquatic toxicity	Not available
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 : 04 May 2015

### 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

# Product Data Sheet



## Production Location

SSM – Mohammedia, Morocco

## Product Description

Ice Control Salt

Rock salt obtained by conventional mining methods, crushed and screened to size.

## Compliance

SSM Rock Salt is manufactured in compliance with ASTM Specification D632-01 Type 1, Grade 1.

## Packaging And Shipping

Ice Control Salt available only in bulk.

## Bulk Density

83 lbs. per cubic foot

## Typical Screen Analysis

Mesh (mm)	Pass % Range
12.5	99.16 - 100.00
10	97.45 - 99.30
4.75	66.81 - 77.96
2.5	33.61 - 47.95
0.6	7.24 - 10.38

## Typical Purity Analysis

Humidity % Range	Insoluble % Range	NaCl % Range
.11 - .94	.48 - .98	97.89 - 99.50

Deicing Salt is treated with an anti-caking agent – Yellow Prussiate of Soda (YPS) 100-200ppm

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VS0000016428	Rock Salt BREM	Morton Salt			77545	Bureau of Real Estate Management	Augusta, 2 locations, 500 tons total	Ton	\$56.17	1

EXHIBIT B				New England Salt		
Municipality	MDOT Region	2018 Bid Sodium Chloride (tons)	PRICE PER TON	Town Answer	NOTES	
Albion	2	350	\$50.90	Yes		
Bradley	4	60	\$54.85	Yes		
China	2	1250	\$50.94	Yes	8/13/2018 by Dennis Heath via email	
Clinton	2	475	\$53.70	Yes	Committed by phone	
Dyer Brook	5	90	\$70.75	Yes		
Eastport	4	180	\$72.15	Yes		
Hallowell	2	600	\$54.06	Yes		
Orient	5	90	\$72.10	Yes		
Princeton	4	160	\$70.79	Yes		
Prospect	2	150	\$48.25	Yes		
Smyrna/Merrill	5	60	\$71.00	Yes		
St Albans	3	350	\$54.91	Yes		
Stockholm	5	60	\$89.40	Yes		
Thorndike	2	260	\$51.20	Yes		
Vassalboro	2	1000	\$52.94	Yes		
Wade	5	60	\$83.77	Yes		
Washburn	5	180	\$84.70	Yes	Same delivery point and price as Wade per NE Salt	
Waterville	2	2700	\$51.06	Yes		
Windsor	2	950	\$53.15	Yes		
Winslow	2	1600	\$51.06	Yes		
University of Maine Augusta	2	64	\$56.11	Yes		
University of Maine Orono	4	950	\$52.75	Yes		
<b>County of Aroostook (Unorganized Territory)</b>						
Crystal	5	60	\$70.00	Yes		
Danforth	5	120	\$70.00	Yes		
Sherman	5	90	\$70.00	Yes		