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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 1, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Innovative Municipal Products, (US), Inc. dba Innovative Surface Solutions (VC#170191), Glenmont, NY in the amount of $700,352 for liquid magnesium chloride solution, with the option to renew for an additional two-year period, effective upon Governor and Executive Council approval through June 30, 2029.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2839-24 for liquid magnesium chloride solution on October 16, 2023, with responses due on October 30, 2023. The RFB reached 86 vendors through the NIGP registry with an additional 11 directly sourced. There were two compliant responses received with the lowest being from Innovative Municipal Products, (US) Inc. dba Innovative Surface Solutions.

This contract, upon approval, will continue to provide the New Hampshire Department of Transportation (NHDOT) the liquid magnesium chloride solution they need to apply to the roadways during the winter. This product aids in de-icing and protects ground surface from dangerous ice build-up during the winter months. Liquid magnesium chloride solution is applied to roads to help prevent ice from bonding to the pavement, allowing snowplows to clear roads more efficiently and improve safe driving conditions for New Hampshire motorists during treacherous winter weather conditions.

There is a 55% cost increase associated with this proposed contract due to the liquid magnesium brine enhancer being added as an additional product that was not incorporated into the previous contract. The liquid brine enhancer has a freezing point that is lower than water, allowing it to adhere to the road surface and prevent snow and ice from freezing and accumulating. There is a cost savings of $3,712.45 annually for comparable items.

Contract financials	
Estimated annual spend	$140,070.40
Recommended price limitation (five years)	$700,352.00

Based on the foregoing, I am respectfully recommending approval of the contract with Innovative Municipal Products, (U.S.) Inc. dba Innovative Surface Solutions.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Liquid Magnesium Chloride	Agency	DAS
RFB#	2839-24	Requisition#	N/A
Agent Name	Lincoln Adams	Bid Closing	October 30, 2023 @ 10:00 AM

Indicates Award:	

LIQUID MAGNESIUM CHLORIDE SOLUTION					Innovative Municipal Products, (U.S.) Inc. Innovative Surface Solutions		[illegible]		Expired Contract (Contract #8002786)		Savings compared to expired contract pricing	
DISTRICT 5	Shed	Principal Storage Point	Liquid Capacity	Approx. Annual Liquid Usage (Gallons)	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Unit Cost Savings (Per Gal)	Extended Cost Savings
Bedford	528	Derry	5000	25,000	$1.35	$33,750.00	$2.44	$61,000.00	$1.40	$35,000.00	$0.05	$1,250.00
DISTRICT 6 & EASTERN TURNPIKE	Shed	Principal Storage Point	Liquid Capacity	Approx. Annual Liquid Usage (Gallons)	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost
Durham	607	Exeter	6500	20184	$1.35	$27,248.40	$2.44	$49,248.96	$1.40	$28,257.60	$0.05	$2,462.45
	610	Rye	2500									
	612	North Hampton	2500									
Eastern Turnpikes	830	Hampton	5000									
					Total Category 1	$60,998.40	Total Category 1	$110,248.96	Total Category 1	$63,257.60	Total Category 1	$3,712.45

LIQUID MAGNESIUM CHLORIDE SOLUTION (BRINE EN HANGER)					Innovative Municipal Products, (U.S.) Inc. Innovative Surface Solutions		[illegible]		Expired Contract (Contract #8002786)		Savings compared to expired contract pricing	
DISTRICT 5	Shed	Principal Storage Point	Liquid Capacity	Approx. Annual Liquid Usage (Gallons)	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Unit Cost Savings (Per Gal)	Extended Cost Savings
Bedford	528	Derry	5000	25,000	$1.75	$43,750.00	$2.44	$61,000.00	$0.00	$0.00	N/A	N/A
DISTRICT 6 & EASTERN TURNPIKE	Shed	Principal Storage Point	Liquid Capacity	Approx. Annual Liquid Usage (Gallons)	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost	Delivered Unit Cost (Per Gal)	Extended Cost
Durham	607	Exeter	6500	20184	$1.75	$35,322.00	$2.44	$49,248.96	$0.00	$0.00	N/A	N/A
	610	Rye	2500									
	612	North Hampton	2500									
Eastern Turnpikes	830	Hampton	5000									
					Total Category 2	$79,072.00	Total Category 2	$110,248.96	Total Category 2	$0.00	Total Category 4	$0.00
					Grand Total	$140,070.40	Grand Total Category 1 and Catergory 2	$220,497.92	Grand Total Category 1 and Catergory 2	$63,257.60		

Estimated annual spend	$140,070.40	Expiring contract annual	$63,257.60
Estimated term spend	$700,352.00	Expiring contract term	$316,288.00
Add allowance for balance of product line	$0.00	Cost increase	$384,064.00
Recommended price limitation	$700,352.00	Delta: new vs. expiring	55%

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	5 Years		
Price Limitation	$700,352.00		
Number of Solicitations Received	2		
Number of Sourced bidders	11		
Number of NIGP Vendors Sourced	86		
Number of non-responsive bidders	95		
P-37 Checklist Complete	Yes		
D&B Report Attached	No		
Method of Payment (P-card/ACH)	(P-card/ACH)		
FOB Delivered	Yes		
Previous Contract Term	$316,288.00		
Total Cost Increase ($/%)	$384,064.00	55%	Increase

Special Notes:	There is a 55% cost increase associated with this proposed contract due to the liquid magnesium brine enhancer being added as an additional product that was not incorporated into the previous contract. The liquid brine enhancer has a freezing point that is lower than water, allowing it to adhere to the road surface and prevent snow and ice from freezing and accumulating. There is a cost savings of $3,712.45 annually for comparable items.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property	1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301
1.3 Contractor Name Innovative Municipal Products, (US) Inc. dba Innovative Surface Solutions	1.4 Contractor Address 454 River Road, Glenmont, NY 12077

1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
518-729-4319	Various	June 30, 2029	$700,352

1.9 Contracting Officer for State Agency Gary Lunetta	1.10 State Agency Telephone Number 603-271-3606
1.11 Contractor Signature Date: 1/16/2024	1.12 Name and Title of Contractor Signatory Chad Brunder Vice President
1.13 State Agency Signature Date: 2/5/24	1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Duncan A. Edgar	On: April 2, 2024
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

Contractor Initials

Date 1/16/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

Contractor Initials CB

Date 1/16/24

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials CB

Date 1/16/24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials CB

Date 1/16/24

EXHIBIT B - SCOPE OF SERVICES

INTRODUCTION:

Innovative Municipal Products, US Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Liquid Magnesium Chloride Solution Services in accordance with the bid submission in response to State Request for Bid/Proposal #2839-24 and as described herein.

CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2839-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2839-24" and (5) EXHIBIT E "Contractor's Bid Response."

TERM OF CONTRACT:

The term of the contract shall commence upon approval of the Governor and Executive Council, through June 30, 2029, a period of approximately five and a half (5.5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

SCOPE OF WORK:

SPECIFICATIONS FOR LIQUID MAGNESIUM CHLORIDE SOLUTION:

- Product shall be listed on the Clear Roads Qualified Products List (QPL) Category 1 - Corrosion Inhibited Liquid Magnesium Chloride (https://clearroads.org/qualified-product-list/).
- A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.

SPECIFICATION – DELIVERY:

- Deliveries shall be made to any of the listed NH DOT locations identified in the DOT delivery locations stated with
  1. Contractor will be responsible for all necessary equipment to transfer liquid chemical products to NH DOT storage tanks.
  2. NH DOT's storage tanks will be fitted with a two-inch female stainless steel quick disconnect fitting to allow for unloading of product.

Contractor Initials CB

Date 1/10/24

SPECIFICATION – BILL OF LADING REQUIREMENTS:

- The bill of lading and invoice for each shipment must contain the following information:
- Name of product
- Supplier and manufacturer of product
- Destination of delivery
- Total number of units being delivered
- Total volume of delivery (in gallons)
- Lot number of product being delivered. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.

MINIMUM ORDERS:

Minimum loads shall be 500 Gallons. All loads shall be within legal load limitations.

SPECIFICATIONS FOR LIQUID MAGNESIUM CHLORIDE SOLUTION (BRINE ENHANCER):

- Product shall be listed on the Clear Roads Qualified Products List (QPL) Category 4a - Corrosion Inhibited Liquid Magnesium Chloride (Brine Enhancer) (https://clearroads.org/qualified-product-list/).
- A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.

SPECIFICATION – DELIVERY:

- Deliveries shall be made to any of the listed NH DOT locations identified in the DOT delivery locations stated with
  1. Contractor will be responsible for all necessary equipment to transfer liquid chemical products to NH DOT storage tanks.
  2. NH DOT's storage tanks will be fitted with a two-inch female stainless steel quick disconnect fitting to allow for unloading of product.

SPECIFICATION – BILL OF LADING REQUIREMENTS:

- The bill of lading and invoice for each shipment must contain the following information:
- Name of product
- Supplier and manufacturer of product
- Destination of delivery
- Total number of units being delivered
- Total volume of delivery (in gallons)
- Lot number of product being delivered. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.

MINIMUM ORDERS:

Minimum loads shall be 4,300 gallons +/- and may be split between 5 delivery locations in one district. When specifically requested. Loads in excess of 4,300 +/- gallons may be requested. All loads shall be within legal load limitations.

Contractor Initials CB

Date 1/16/24

CERTIFICATION:

The contractor shall certify that the product offered meets the salient characteristics of this description, conforms to the producer's specifications, standards and quality assurances practices, and is the same product offered for sale in the commercial marketplace.

PRODUCT IDENTIFICATION:

Any sample of magnesium chloride that meets the salient characteristics of this description and has been deemed acceptable, shall be retained for spectrophotometric analysis so as to ensure that the properties of the sample and the product supplied are consistent.

PACKAGING AND PACKING:

The product shall be packed in a manner which will ensure arrival at destination in a satisfactory condition. The product shall be delivered in bulk in tank trucks. Delivery shall be in load lots of 1000 gallons or more. Each delivery truck shall be equipped with pumps and hand hoses for the unloading of liquid calcium chloride as required and an approved liquid meter or scale ticket to accurately determine the amounts of calcium chloride delivered.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

Contractor Initials CB.

Date 1/10/24

USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Lincoln Adams and sent electronic to Lincoln.J.Adams@DAS.NH.Gov

At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, units sold in gallons, unit cost and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2839-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qltacus45jpyq5j45))/welcome.aspx.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

CONFIDENTIALITY & CRIMINAL RECORD:

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials _____

Date 1/16/24

EXHIBIT C - METHOD OF PAYMENT

CONTRACT PRICE:

The Contractor hereby agrees to provide liquid magnesium chloride solution services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $700,352; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

PRICING STRUCTURE:

LIQUID MAGNESIUM CHLORIDE SOLUTION - CATEGORY 1			
DISTRICT 5	**Section**	**Principal Storage Point**	**Delivered Unit Cost (Per Gal)**
5 Bedford	528	Derry	**$1.35**
DISTRICT 6 & EASTERN TURNPIKE	**Section**	**Principal Storage Point**	**Delivered Unit Cost (Per Gal)**
6 Durham	607	Exeter	**$1.35**
	610	Rye	
	612	North Hampton	
Eastern Turnpikes	830	Hampton	

LIQUID MAGNESIUM CHLORIDE SOLUTION (BRINE ENHANCER) - CATEGORY 4			
DISTRICT 5	**Section**	**Principal Storage Point**	**Delivered Unit Cost (Per Gal)**
5 Bedford	528	Derry	**$1.75**
DISTRICT 6 & EASTERN TURNPIKE	**Section**	**Principal Storage Point**	**Delivered Unit Cost (Per Gal)**
6 Durham	607	Exeter	**$1.75**
	610	Rye	
	612	North Hampton	
Eastern Turnpikes	830	Hampton	

INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction. Contractor shall be paid by Procurement Card.

The invoice shall be sent to the address of the using agency under agreement.

PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury.

Contractor Initials CB

Date 1/16/24

EXHIBIT D - RFB 2839-24

RFB #2839-24 is incorporated here within.

Contractor Initials CB

Date 1/10/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials CB

Date 1/20/21

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INNOVATIVE MUNICIPAL PRODUCTS (U.S.), INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF JANUARY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INNOVATIVE MUNICIPAL PRODUCTS (U.S.), INC." WAS INCORPORATED ON THE TWENTY-NINTH DAY OF MAY, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

2625915 8300

SR# 20240108597

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202583383

Date: 01-12-24

innovative
SURFACE SOLUTIONS

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Innovative Municipal Products, US Inc, dba Innovative Surface Solutions, held on March 26, 2024

At which time all the directors were present or waived notice, it was voted that.

Chad Bauder (Name) Vice President (Title)

Of this company, be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date, and that DAVID SAFRAN is the duly elected President, CHAD BAUDER is the duly elected Vice President, and ANAND KHANZODE is the duly elected CFO of this Corporation.

Innovative Municipal Products, US Inc.
dba Innovative Surface Solutions

Anand Khanzode, CFO

454 RIVER ROAD · GLENMONT, NY · 12077
PHONE 518.729.4319 · FAX 518.729.5181

INNOVATIVECOMPANY.COM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International HKMB Limited
595 Bay Street, Ste 900
Toronto, ON M5G 2E3

CONTACT NAME:
PHONE (A/C, No, Ext): 416-597-0008 FAX (A/C, No): 416-597-2313
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	23043
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Innovative Municipal Products (US), Inc. dba Innovative Surface Solutions LP
ISS USA Inc.
454 River Road
Glenmont, NY 12077-4306

COVERAGES **CERTIFICATE NUMBER:** KKFP88ZK **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PKGTOACVAGY23	08/29/2023	08/29/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			1000616436-01	08/29/2023	08/29/2024	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Liquid Magnesium Chloride Solution, RFB #2839-24

US Business Automobile Policy

Insurance Insurer: Liberty Mutual Insurance Company
Policy Number: AS1-B71-171614-013
Physical Damage Owned Autos Only:$2,000,000
Physical Damage Hired Autos Only: $2,000,000
Effective Dates: August 29, 2023 - August 29, 2024

CERTIFICATE HOLDER

State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M. Zuke

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 10/18/2023

Company Name: Innovative Municipal Products "US" Inc.
Address:
454 River Road

Glenmont NY, 12077

To: Point of Contact: **Lincoln Adams**
Telephone: **(603)-271-0580**
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **LIQUID MAGNESIUM CHLORIDE SOLUTION**
Bid Number: **2839-24**
Bid Posted Date (on or by): **10/16/2023**
Bid Closing Date and Time: **October 30, 2023 @ 10:00 AM (EST)**
Dear **Lincoln Adams,**

[Insert name of signor] Chad Bauder; on behalf of Innovative Municipal Products "US" Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2839-24 for Liquid Magnesium Chloride Solution at the prices quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature **Authorized Signor's Title** Vice President of Strategic Planning & Business Development

Contractor Initials CB
Date 10/18/2023

REQUEST FOR BID FOR LIQUID MAGNESIUM CHLORIDE SOLUTION FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract for supply and delivery of Liquid Magnesium Chloride Solution to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below.. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant..

Questions shall be submitted by email to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:
All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:
https://apps.das.nh.gov/bids/contracts/bids.aspx.

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

10/16/2023	Bid Solicitation distributed on or by
10/26/2023	Last day for questions; clarifications; and/or requested changes to bid
10/30/2023	10:00 AM (EST) Bid Closing
01/01/2024	Implementation of Contract

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

Contractor Initials CB
Date 10/18/2023

CONTRACT TERM:
The term of the contract shall commence January 1, 2024, or upon execution by the Commissioner of the Department of Administrative Services, or upon approval of the Governor and Executive Council, whichever is later, (the "effective date through June 30, 2029, a period of approximately five and a half (5.5) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:
The award shall be made to the Vendors meeting the criteria established in this RFB and providing the lowest cost by in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. The awards shall be, in the form of a State of New Hampshire Contracts.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in-person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blocking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:
The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

Contractor Initials CB
Date 10/18/2023

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing.

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://sos.nh.gov/corporation-division/.

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- CERTIFICATE OF INSURANCE:
  Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. **Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid.** Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Updated Published Price List MUST be e-mailed to Lincoln.J.Adams@DAS.NH.Gov.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire 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 Vendor 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.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Lincoln Adams at The Bureau of Procurement & Support Services and sent electronic to Lincoln.J.Adams@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, units sold in gallons, unit cost, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - o Percentage of recycled materials contained within finished products
  - o Percentage of waste recycled throughout the manufacturing process
  - o Types and volume of packaging used for transport
  - o Any associated material avoided and/or recycled as applicable under contract
  - o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

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ELIGIBLE PARTICIPANTS:
Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:
Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** https://www.nh.gov/treasury/state-vendors/index.htm. Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: *https://apps.das.nh.gov/bidscontracts/bids.aspx*

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://www.das.nh.gov/purchasing/vendorresources.aspx.

IF AWARDED A CONTRACT:
The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:
Section 1.3 Contractor Name
Section 1.4 Contractor Address
Section 1.11 Contractor Signature
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATION COMPLIANCE:
Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

SPECIFICATIONS:
Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

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SCOPE OF WORK:
Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

SPECIFICATIONS FOR LIQUID MAGNESIUM CHLORIDE SOLUTION:

- Product shall be listed on the Clear Roads Qualified Products List (QPL) Category 1 - Corrosion Inhibited Liquid Magnesium Chloride (https://clearroads.org/qualified-product-list/).
- A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.
- Bids must be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS). All documents must be clearly legible. NH DOT reserves the right to request up to two (2) gallons of product, at no additional cost, for verification testing.

SPECIFICATION – DELIVERY:

- Deliveries shall be made to any of the listed NH DOT locations identified in the DOT delivery locations stated with
  1. Vendor will be responsible for all necessary equipment to transfer liquid chemical products to NH DOT storage tanks;
  2. NH DOT's storage tanks will be fitted with a two-inch female stainless steel quick disconnect fitting to allow for unloading of product.

SPECIFICATION – BILL OF LADING REQUIREMENTS:

- The bill of lading and invoice for each shipment must contain the following information:
- Name of product
- Supplier and manufacturer of product
- Destination of delivery
- Total number of units being delivered
- Total volume of delivery (in gallons)
- Lot number of product being delivered. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.

MINIMUM ORDERS:
Minimum loads shall be 500 Gallons. All loads shall be within legal load limitations.

SPECIFICATIONS FOR LIQUID MAGNESIUM CHLORIDE SOLUTION (BRINE ENHANCER):

- Product shall be listed on the Clear Roads Qualified Products List (QPL) Category 4a - Corrosion Inhibited Liquid Magnesium Chloride (Brine Enhancer) (https://clearroads.org/qualified-product-list/).
- A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.
- Bids must be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS). All documents must be clearly legible. NH DOT reserves the right to request up to two (2) gallons of product, at no additional cost, for verification testing.

SPECIFICATION – DELIVERY:

- Deliveries shall be made to any of the listed NH DOT locations identified in the DOT delivery locations stated with
  3. Vendor will be responsible for all necessary equipment to transfer liquid chemical products to NH DOT storage tanks.
  4. NH DOT's storage tanks will be fitted with a two-inch female stainless steel quick disconnect fitting to allow for unloading of product.

SPECIFICATION – BILL OF LADING REQUIREMENTS:

- The bill of lading and invoice for each shipment must contain the following information:
- Name of product
- Supplier and manufacturer of product
- Destination of delivery

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- Total number of units being delivered
- Total volume of delivery (in gallons)
- Lot number of product being delivered. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.

MINIMUM ORDERS:
Minimum loads shall be 4,300 gallons +/- and may be split between 5 delivery locations in one district. When specifically requested. Loads in excess of 4,300 +/- gallons may be requested. All loads shall be within legal load limitations.

CERTIFICATION:
The contractor shall certify that the product offered meets the salient characteristics of this description, conforms to the producer's specifications, standards and quality assurances practices, and is the same product offered for sale in the commercial marketplace.

PRODUCT IDENTIFICATION:
Any sample of calcium chloride that meets the salient characteristics of this description and has been deemed acceptable, shall be retained for spectrophotometric analysis so as to ensure that the properties of the sample and the product supplied are consistent.

PACKAGING AND PACKING:
The product shall be packed in a manner which will ensure arrival at destination in a satisfactory condition. The product shall be delivered in bulk in tank trucks. Delivery shall be in load lots of 1000 gallons or more. Each delivery truck shall be equipped with pumps and hand hoses for the unloading of liquid calcium chloride as required and an approved liquid meter or scale ticket to accurately determine the amounts of calcium chloride delivered.

PRODUCT SPECIFICATION LITERATURE AND SAFETY DATA SHEETS (SDS):
Successful bidder shall provide 2 complete sets of product literature and SDS sheets for all offers made. Literature shall accompany submitted BID (liquid calcium chloride only)

WARRANTY REQUIREMENTS:
The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:
The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:
Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DELIVERY TIME:
The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

RETURNED GOODS:
The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

DISASTER RECOVERY
Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? Yes or No (circle one)

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

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OFFER:
The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.

Please see OFFER SHEET Attachment 1 – Quotes in lieu of a completed offer sheet will not be accepted

- **Bids must be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS). All documents must be clearly legible. NH DOT reserves the right to request up to two (2) gallons of product, at no additional cost, for verification testing.**

VENDOR'S BALANCE OF PRODUCT LINE ITEMS:
The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

VENDOR CONTACT INFORMATION:
Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Contact Person	Chad Beuder	Local Telephone Number	518-729-4319	Toll Free Telephone Number	1-800-257-5808
E-mail Address	Bids@innovativecompany.com	Company Website	www.innovativecompany.com		
Vendor Company Name	Innovative Municipal Products "US" Inc.	Vendor Address	454 River Road, Glenmont, NY 12077		
Vendor Number	170191	DUNS and/or SAM.GOV Number	954778059		

DELIVERY LOCATIONS:
The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

If required, please see NH District Map for clarifications. https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf.

ATTACHMENTS:
The following attachments are an integral part of this bid invitation:

Attachment A:	Sample P-37 Form
Attachment 1:	Offer Sheet
Attachment 2:	QPL List

Note: To be considered, bid shall be signed on the front cover sheet in the space provided.

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 265 902 836 56

Passcode: u69hpj

Download Teams | Join on the web

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 117 983 019 5

Alternate VTC instructions

Or call in (audio only)

+1 603-931-4944,818819631# United States, Concord

Phone Conference ID: 818 819 631#

Find a local number | Reset PIN

Learn More | Meeting options

Contractor Initials
Date 10/18/2023

innovative
SURFACE SOLUTIONS

Product Technical Specification Sheet

Product Name: PROMELT MAG INH

Physical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	max
1	Appearance	-	Clear Amber	-	-
2	pH, deicer 1+4	ASTM D-1293	7.4	6.0	9.0
3	Specific Gravity (15°C | 60°F)	ASTM D-1429	1.275	1.265	1.285
4	Weight (lbs/gal)	ASTM D-1429	10.64	10.56	10.72
5	Freeze Point Temperature	PNS	-17°C | 1°F	-	-
6	% Freezer Settable Solids	PNS	<1.0	0.0	1.0
7	% Solids Passing #10 Sieve	PNS	>99.0	99.0	100.0
8	Total Dissolved Solids	-	29.0	28.0	33.0
9	Corrosion % effectiveness	NACE PNS	25.2	-	<30.0

Chemical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	max
10	% Magnesium Chloride	PNS	28.5	27.5	29.5
11	% Sodium Chloride	PNS	-	0.0	1.0
12	% Calcium Chloride	PNS	-	0.0	1.0
13	% Potassium Chloride	PNS	-	0.0	1.0
14	Arsenic (ppm)	EPA 200.7	<1.0	0.0	5.0
15	Barium (ppm)	EPA 200.7	<0.5	0.0	100.0
16	Cadmium (ppm)	EPA 200.7	<0.05	0.0	0.2
17	Chromium (ppm)	EPA 200.7	<0.5	0.0	1.0
18	Copper (ppm)	EPA 200.7	<0.1	0.0	1.0
19	Cyanide (ppm)	EPA 335.4	<0.05	0.0	0.2
20	Lead (ppm)	EPA 200.7	<0.5	0.0	1.0
21	Mercury (ppm)	EPA 245.1	<0.02	0.0	0.05
22	Selenium (ppm)	EPA 200.7	<1.0	0.0	5.0
23	Zinc (ppm)	EPA 200.7	<0.1	0.0	10.0
24	Phosphorus (ppm)	EPA 365.4	15.9	0.0	2500.0

78 Orchard Road
Ajax, Ontario L1S 6L1
1-800-387-5777

454 River Road
Glenmont, NY 12077
1-800-257-5808

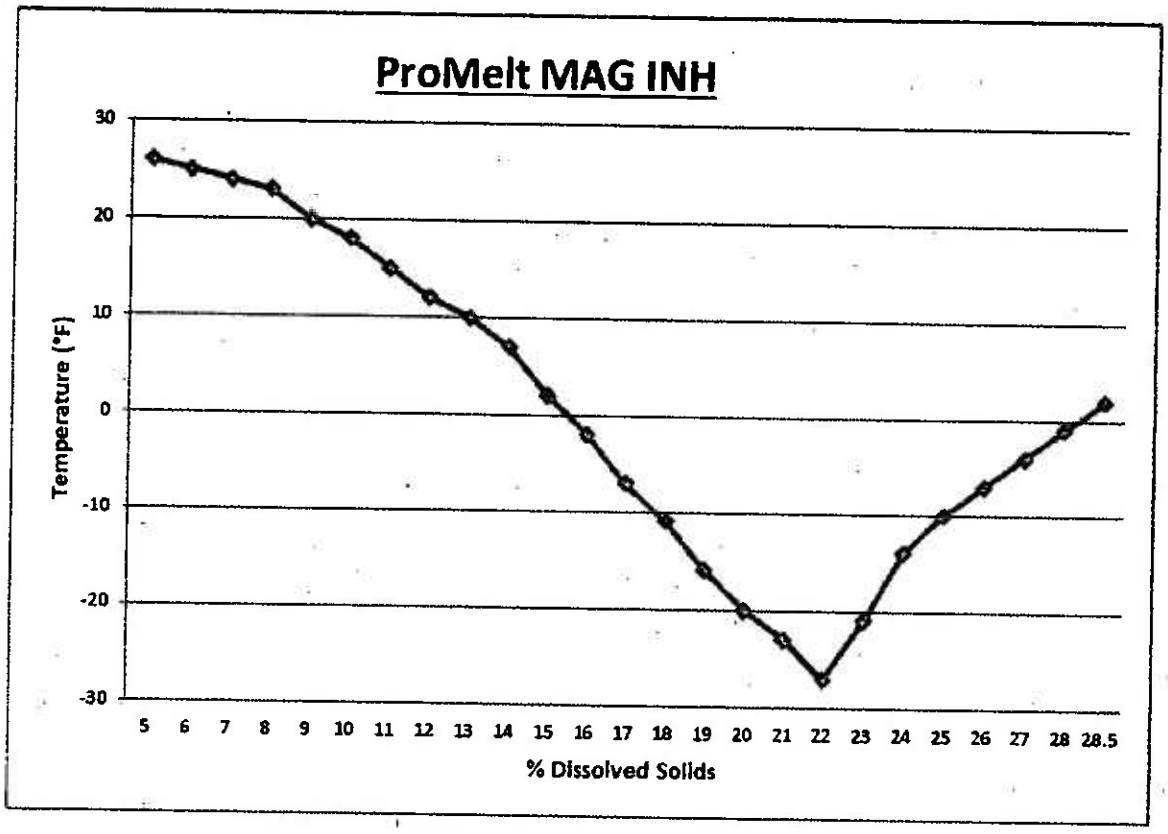
innovative
SURFACE SOLUTIONS

September, 2017

ProMelt MAG INH

Gravity / Concentration and Freezing Points Chart

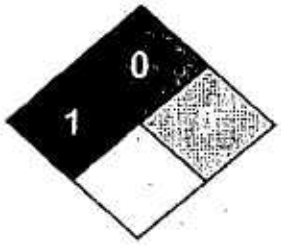
Concentration wt % $MgCl_{12}$	Freezing Temperatures		Density	
	F°	C°	Specific Gravity @ 25 C	lb./gal.
5	26	-3	1.04	8.67
6	25	-4	1.05	8.76
7	23	-5	1.06	8.84
8	21	-6	1.07	8.93
9	19	-7	1.08	9.01
10	17	-8	1.09	9.10
11	15	-9	1.10	9.17
12	10	-12	1.11	9.26
13	7	-14	1.12	9.34
14	5	-15	1.13	9.43
15	2	-17	1.14	9.51
16	-2	-19	1.15	9.60
17	-6	-21	1.16	9.67
18	-12	-24	1.17	9.77
19	-16	-27	1.18	9.84
20	-22	-30	1.19	9.94
21	-23	-31	1.20	10.01
22	-25	-33	1.21	10.11
23	-19	-28	1.22	10.17
24	-15	-26	1.23	10.28
25	-14	-26	1.24	10.34
26	-12	-24	1.25	10.46
27	-9	-23	1.26	10.51
28	-2	-19	1.27	10.63
28.5	0	-18	1.275	10.67


ProMelt MAG INH
30
20
10
0
-10
-20
-30
Temperature (°F)
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 28.5
% Dissolved Solids

Safety Data Sheet

Version: 5.0
Preparation Date: December, 2015
Supersedes All Previous Versions

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION



Product Name:	**PROMELT MAG INH**	
Product Use:	De-icing, Anti-icing	
Manufacturer/Distributor:	Innovative Surface Solutions	
	78 Orchard Road Ajax, Ontario L1S 6L1	454 River Road Glenmont, NY 12077
Telephone:	1-800-387-5777	1-800-257-5808
24-Hour Emergency Telephone:	613-996-6666	1-800-424-9300
WHMIS Classification:	Not controlled	
Chemical Family:	Inorganic salt solution	

SECTION 2: HAZARDS IDENTIFICATION

GHS Classification		
Physical	**Health**	**Environment**
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Element Not Hazardous

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

Components	**CAS #**	**% by Weight**
Magnesium Chloride	7786-30-3	28.5%
IMP-AP	-	0.9%

SECTION 4: FIRST-AID MEASURES

Eye	May cause slight eye irritation, immediately wash with water for 15 minutes. Get medical attention if irritation persists.
Skin	May cause skin irritation, wash skin thoroughly with soap and water. Get medical attention if irritation develops or persists.
Ingestion	Low in toxicity. May cause diarrhea and vomiting when large quantities are ingested.
Inhalation	Not applicable.

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media	Appropriate extinguishing media: This product is not combustible. Choose media depending on surrounding fire. All extinguishing medias are allowed.
Specific Hazards Arising from the Chemical	Expose to temperature above 160 C gives formation of toxic chloride gases
Protective Equipment and Precaution	Protective actions and / or special protective equipment depending on surrounding fire. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Risks and Spills	Small spills can be washed away with water. For large spills cordon off the spill area, collect and or absorb liquid with an inter absorbent and place in appropriate container for disposal. Flush spill area with water Report releases as per local, state and federal authorities
Protective Equipment and Exposure Control	See Section 9 for details

SECTION 7: HANDLING & STORAGE

Precaution for Safe Handling	Wear protective equipment and equipment. Avoid contact with eyes, skin and clothing. Avoid breathing mist or aerosols Wash your skin thoroughly with soap and water after handling, if product comes in contact.
Safe Storage / Incompatibilities	Store in cool, dry, well-ventilated area away from incompatible material. Carbon Steel, polyester, polyethylene and polypropylene are suitable material for construction.

SECTION 8: EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Control	Not established, no special precaution required.
Respiratory Protection	For dusty or misty conditions, wear NIOSH approved dust or mist respirator.
Skin Protection	Wear rubber gloves, boots and long sleeve shirts.
Eye Protection	Wear safety goggles.

SECTION 9: PHYSICAL & CHEMICAL PROPERTIES

Physical State:	Liquid
Appearance | Odor:	Clear amber (available as blue and orange) | Odorless
Odor Threshold:	Not established
Specific Gravity:	1.290g/mL
pH:	6.0 to 9.0
Vapor Pressure:	Not determined
Solubility in Water:	Completely
% Volatile:	Not determined
Vapor Density:	Not determined

SECTION 10: STABILITY & REACTIVITY

Reactivity / Chemical Stability	Not reactive. Stable under normal storage and handling conditions.
Conditions to Avoid	Temperature below or close to product freezing point can give formation of crystals during storage.
Incompatible Material	Strong oxidizing agents, concentrated acids and some metals.
Hazardous Decomposition Products	Above 160 C product decomposes and emits hydrogen chloride, halogenated compounds and chloride gas.

SECTION 11: TOXICOLOGICAL INFORMATION

Ingestion	Ingestion may cause slight irritation with nausea, vomiting and diarrhea.
Inhalation	Inhalation of mist may cause slight irritation of nose, throat and upper respiratory tract.
Eye	May cause minor irritation with pain and tearing.
Skin	May cause slight irritation on prolonged or repeated contact.
Carcinogenicity	None of the component in the product is listed as carcinogen or suspected carcinogen by IARC, NTP or OSHA.
Reproductive Toxicity	None.
Oral (rate) LD 50	8100 mg / Kg
Appraisal	The material is classified as not toxic.

SECTION 12: ECOLOGICAL INFORMATION

Eco toxicity	Fathead minnow NOEC: 1.0 g / L Ceriodaphnia dubia NOEC: 1.00 g / L Selenastrum growth NOEC: 2.0 g / L
Persistence and Degradability	Not applicable.
Bio accumulative Potential	No data available.
Mobility in Soil	No data available.
Other Adverse Effects	None known.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	Not regulated
UN Number	None
Hazard Class / packing Group	None
Label Required	None

SECTION 15: REGULATORY INFORMATION

CERCLA	This product is not subjected to CERCLA release reporting. Many States have more stringent release reporting requirements. Report spills required under federal, state and local regulations.
SARA Hazard Category (311 / 312)	Not Hazardous
SARA 313	None
EPA TSCA Inventory	All of the ingredients in this product are listed on the EPA TSCA Inventory.
CEPA	All the components of this product are listed on the Canadian DSL
WHMIS Classification	Not classified as dangerous.

SECTION 16: PREPARATION INFORMATION

Prepared By:	Innovative Surface Solutions
Telephone:	905-427-0318
Preparation Date:	December, 2015
Superseded Date:	ALL PREVIOUS VERSIONS

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SURFACE SOLUTIONS

Product Technical Specification Sheet

Product Name: Magic Minus Zero

Physical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	max
1	Appearance	-	Brown	-	-
2	pH, deicer 1+4	ASTM D-1293	4.0	3.0	6.0
3	Specific Gravity (15°C | 60°F)	ASTM D-1429	1.300	1.290	1.310
4	Weight (lbs/gal)	ASTM D-1429	10.85	10.76	10.93
5	Freeze Point Temperature	PNS	-45°C | -49°F	-	-
6	% Freezer Settable Solids	PNS	<1.0	0.0	1.0
7	% Solids Passing #10 Sieve	PNS	>99.0	99.0	100.0
8	Total Dissolved Solids	-	38.4	37.4	45.4
9	Corrosion % effectiveness	NACE PNS	9.8	-	<30.0

Chemical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	Max
10	% Magnesium Chloride	PNS	22.4	21.0	24.0
11	% Sodium Chloride	PNS	-	0.0	1.0
12	% Calcium Chloride	PNS	-	0.0	1.0
13	% Potassium Chloride	PNS	-	0.0	1.0
14	Arsenic (ppm)	EPA 200.7	<1.0	0.0	5.0
15	Barium (ppm)	EPA 200.7	<0.5	0.0	100.0
16	Cadmium (ppm)	EPA 200.7	<0.05	0.0	0.2
17	Chromium (ppm)	EPA 200.7	<0.5	0.0	1.0
18	Copper (ppm)	EPA 200.7	1.3	0.0	4.0
19	Cyanide (ppm)	EPA 335.4	<0.05	0.0	0.2
20	Lead (ppm)	EPA 200.7	<0.5	0.0	1.0
21	Mercury (ppm)	EPA 245.1	<0.02	0.0	0.05
22	Selenium (ppm)	EPA 200.7	<1.0	0.0	5.0
23	Zinc (ppm)	EPA 200.7	<0.1	0.0	10.0
24	Phosphorus (ppm)	EPA 365.4	15.9	0.0	2500.0

78 Orchard Road
Ajax, Ontario L1S 6L1
1-800-387-5777

454 River Road
Glenmont, NY 12077
1-800-257-5808

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September, 2010

Magic Minus Zero / Magic - 0

Freeze Point/Specific Gravity Chart

%Dissolved Solids	Specific Gravity	Freeze PT (°F)	Freeze PT (°C)
5	1.01	29	-2
6	1.02	29	-2
7	1.02	28	-2
8	1.03	27	-3
9	1.04	26	-3
10	1.05	25	-4
11	1.06	24	-4
12	1.07	23	-5
13	1.07	22	-5
14	1.08	21	-6
15	1.08	20	-6
16	1.09	19	-7
17	1.10	18	-8
18	1.10	16	-9
19	1.11	14	-10
20	1.12	12	-11
21	1.13	10	-12
22	1.14	9	-13
23	1.15	7	-14
24	1.16	5	-15
25	1.16	3	-16
26	1.17	1	-17
27	1.18	0	-18
28	1.19	-2	-19
29	1.20	-4	-20
30	1.21	-6	-21
31	1.22	-8	-22
32	1.23	-9	-23
33	1.24	-11	-24
34	1.25	-15	-26
35	1.26	-18	-28
36	1.26	-24	-31
37	1.27	-31	-35
38	1.27	-36	-38
39	1.28	-42	-41
40	1.29	-49	-45

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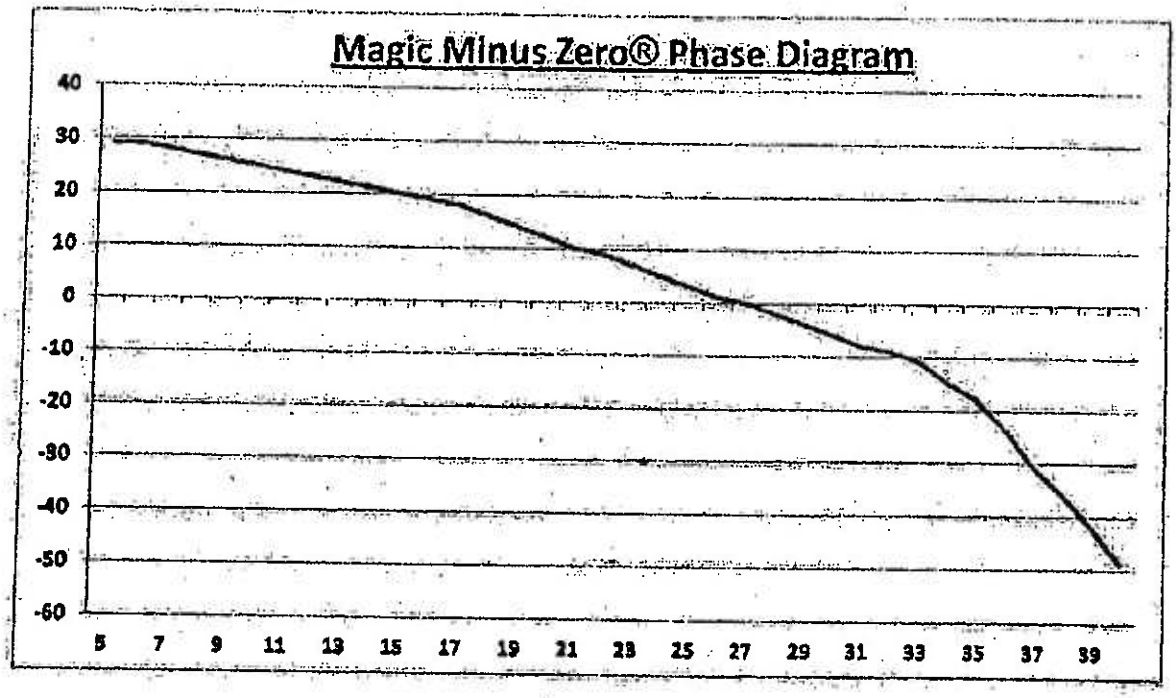
SURFACE SOLUTIONS

Magic Minus Zero® Phase Diagram

%Dissolved Solids	Freeze PT (°F)	Freeze PT (°C)
5	29	-2
6	29	-2
7	28	-2
8	27	-3
9	26	-3
10	25	-4
11	24	-4
12	23	-5
13	22	-5
14	21	-6
15	20	-6
16	19	-7
17	18	-8
18	16	-9
19	14	-10
20	12	-11
21	10	-12
22	9	-13
23	7	-14
24	5	-15
25	3	-16
26	1	-17
27	0	-18
28	-2	-19
29	-4	-20
30	-6	-21
31	-8	-22
32	-9	-23
33	-11	-24
34	-15	-26
35	-18	-28
36	-24	-31
37	-31	-35
38	-36	-38
39	-42	-41
40	-49	-45


Magic Minus Zero® Phase Diagram
40
30
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10
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-10
-20
-30
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11
13
15
17
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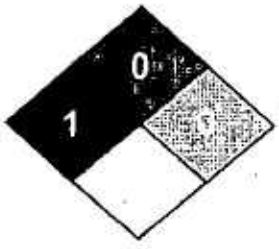
Safety Data Sheet

Version: 5.0
Preparation Date: December, 2015
Supersedes All Previous Versions

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION



Product Name:	**PROMELT MAGIC MINUS ZERO**	
Product Use:	De-icing, Anti-icing	
Manufacturer/Distributor:	Innovative Surface Solutions	
	78 Orchard Road Ajax, Ontario L1S 6L1	454 River Road Glenmont, NY 12077
Telephone:	1-800-387-5777	1-800-257-5808
24-Hour Emergency Telephone:	613-996-6666	1-800-424-9300
WHMIS Classification:	Not controlled	
Chemical Family:	Inorganic salt solution	

SECTION 2: HAZARD(S) IDENTIFICATION

GHS Classification		
Physical	**Health**	**Environment**
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Element — Not Hazardous

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

Components	**CAS #**	**% by Weight**
Magnesium Chloride	7786-30-3	22.4%
Molasses	68476-78-8	20.0%

SECTION 4: FIRST-AID MEASURES

Eye — May cause slight eye irritation, immediately wash with water for 15 minutes. Get medical attention if irritation persists.

Skin — May cause skin irritation, wash skin thoroughly with soap and water. Get medical attention if irritation develops or persists.

Ingestion — Low in toxicity. May cause diarrhea and vomiting when large quantities are ingested.

Inhalation — Not applicable.

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media — Appropriate extinguishing media. This product is not combustible. Choose media depending on surrounding fire. All extinguishing medias are allowed.

Specific Hazards Arising from the Chemical — Expose to temperature above 160 C gives formation of toxic chloride gases

Protective Equipment and Precaution — Protective actions and / or special protective equipment depending on surrounding fire. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Risks and Spills	Small spills can be washed away with water. For large spills cordon off the spill area, collect and or absorb liquid with an inter absorbent and place in appropriate container for disposal. Flush spill area with water Report releases as per local, state and federal authorities
Protective Equipment and Exposure Control	See Section 9 for details

SECTION 7: HANDLING & STORAGE

Precaution for Safe Handling	Wear protective equipment and equipment. Avoid contact with eyes, skin and clothing. Avoid breathing mist or aerosols Wash your skin thoroughly with soap and water after handling, if product comes in contact.
Safe Storage / Incompatibilities	Store in cool, dry, well-ventilated area away from incompatible material. Carbon Steel, polyester, polyethylene and polypropylene are suitable material for construction.

SECTION 8: EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Control	Not established, no special precaution required.
Respiratory Protection	For dusty or misty conditions, wear NIOSH approved dust or mist respirator.
Skin Protection	Wear rubber gloves, boots and long sleeve shirts.
Eye Protection	Wear safety goggles.

SECTION 9: PHYSICAL & CHEMICAL PROPERTIES

Physical State:	Liquid
Appearance | Odor:	Brown liquid | Pleasant odor
Odor Threshold:	Not established
Specific Gravity:	1.302g/mL
pH:	3.0 to 5.0
Vapor Pressure:	Not determined
Solubility in Water:	Completely
% Volatile:	Not determined
Vapor Density:	Not determined

SECTION 10: STABILITY & REACTIVITY

Reactivity / Chemical Stability	Not reactive. Stable under normal storage and handling conditions.
Conditions to Avoid	Temperature below or close to product freezing point can give formation of crystals during storage.
Incompatible Material	Strong oxidizing agents, concentrated acids and some metals.
Hazardous Decomposition Products	Above 160 C product decomposes and emits hydrogen chloride, halogenated compounds and chloride gas.

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Carcinogenicity	None of the component in the product is listed as carcinogen or suspected carcinogen by IARC, NTP or OSHA.
Reproductive Toxicity	None.
Oral (rate) LD 50	8100 mg / Kg

Appraisal	The material is classified as not toxic.

SECTION 12: ECOLOGICAL INFORMATION

Eco toxicity	Fathead minnow NOEC: 1.0 g / L Ceriodaphnia dubia NOEC: 1.00 g / L Selenastrum growth NOEC: 2.0 g / L
Persistence and Degradability	Not applicable.
Bio accumulative Potential	No data available.
Mobility in Soil	No data available.
Other Adverse Effects	None known.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	Not regulated
UN Number	None
Hazard Class / packing Group	None
Label Required	None

SECTION 15: REGULATORY INFORMATION

CERCLA	This product is not subjected to CERCLA release reporting. Many States have more stringent release reporting requirements. Report spills required under federal, state and local regulations.
SARA Hazard Category (311 / 312)	Not Hazardous
SARA 313	None
EPA TSCA Inventory	All of the ingredients in this product are listed on the EPA TSCA Inventory.
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SECTION 16: PREPARATION INFORMATION

Prepared By:	Innovative Surface Solutions
Telephone:	905-427-0318
Preparation Date:	December, 2015
Superseded Date:	ALL PREVIOUS VERSIONS

ATTACHMENT 1 TO RFB 2839-24 for LIQUID MAGNESIUM CHLORIDE SOLUTION

Instructions to vendors: Vendors are to fill out the highlighted yellow cells only.

Vendor Name: Innovative Municipal Products (US) Inc.

LIQUID MAGNESIUM CHLORIDE SOLUTION - CATEGORY 1

DISTRICT 5	Section	Principal Storage Point	Liquid Capacity	Approx. Annual Liquid Usage (Gallons)	Delivered Unit Cost (Per Gal)	Extended Cost
5 Bedford	528	Derry	5000	25,000	$1.35	$33,750.00
DISTRICT 6 & EASTERN TURNPIKE	**Section**	**Principal Storage Point**	**Liquid Capacity**	**Approx. Annual Liquid Usage (Gallons)**	**Delivered Unit Cost (Per Gal)**	**Extended Cost**
6 Durham	607	Exeter	6500	20184	$1.35	$27,248.40
	610	Rye	2500			
	612	North Hampton	2500			
Eastern Turnpikes	830	Hampton	5000			

TOTALS FOR LIQUID MAGNESIUM CHLORIDE SOLUTION - CATEGORY 1	
DOT DISTRICT 5 TOTAL:	$33,750.00
DOT DISTRICT 6 & EASTERN TURNPIKE TOTAL:	$27,248.40
GRAND TOTAL:	$60,998.40

LIQUID MAGNESIUM CHLORIDE SOLUTION (BRINE ENHANCER) - CATEGORY 4

DISTRICT 5	Section	Principal Storage Point	Liquid Capacity	Approx. Annual Liquid Usage (Gallons)	Delivered Unit Cost (Per Gal)	Extended Cost
5 Bedford	528	Derry	5000	25,000	$ 1.75	$43,750.00
DISTRICT 6 & EASTERN TURNPIKE	**Section**	**Principal Storage Point**	**Liquid Capacity**	**Approx. Annual Liquid Usage (Gallons)**	**Delivered Unit Cost (Per Gal)**	**Extended Cost**
6 Durham	607	Exeter	6500	20184	$1.75	$35,322.00
	610	Rye	2500			
	612	North Hampton	2500			
Eastern Turnpikes	830	Hampton	5000			

TOTALS FOR LIQUID MAGNESIUM CHLORIDE SOLUTION (BRINE ENHANCER) - CATEGORY 4	
DOT DISTRICT 5 TOTAL:	$43,750.00
DOT DISTRICT 6 & EASTERN TURNPIKE TOTAL:	$35,322.00
GRAND TOTAL:	$79,072.00

COMBINED GRAND TOTAL FOR BOTH PRODUCTS	$140,070.40