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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
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

September 12, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Morton Salt, Inc., (VC#260689), Chicago, IL, in the amount up to and not to exceed \$6,025,028.70 for rock salt, with the option to renew for two (2) years under the same terms and conditions, effective upon Governor and Executive Council approval through August 31, 2026.

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 (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 3026-26 on July 3, 2025, with responses due on July 18, 2025. This RFB was issued to replace the expiring contracts covering rock salt and solar salt for the six (6) Department of Transportation (DOT) Districts. The RFB reached 33 NIGP vendors. There were 4 compliant responses received with Morton Salt, Inc. providing the lowest compliant response for rock salt in Districts 1 and 2.

RFB 3026-26 will be a multi-contract award. Upon approval, Morton Salt, Inc. will deliver salt to the awarded DOT Districts. This salt will aid in maintaining the safety and travelability of the State's roadway infrastructure by delivering rock salt to the salt sheds located throughout these regions. An additional contract providing rock salt and solar salt to Districts 4, 5, and 6 will be awarded to Granite State Minerals, Inc upon Governor and Executive Council approval.

The following table represents the district to be serviced under this contract by Morton Salt, Inc. as well as the estimated quantity by product.

NH DOT District	Rock Salt
District #1	38,900 tons
District #2	25,503 tons

This contract reflects a projected annual spend of \$5,477,298.82 plus an allowance of \$547,729.88 to provide rock salt deliveries to the district's locations. When compared to the expiring contract, this represents a cost savings for Districts 1 and 2 of \$43,179.00. or 1.27%.

Contract financials	
Estimated contract term spend	\$5,477,298.82
Add allowance for overages (Approximately 10%)	\$547,729.88
Price limitation	\$6,025,028.70

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Based on the foregoing, I am respectfully recommending approval of the contract with Morton Salt, Inc.

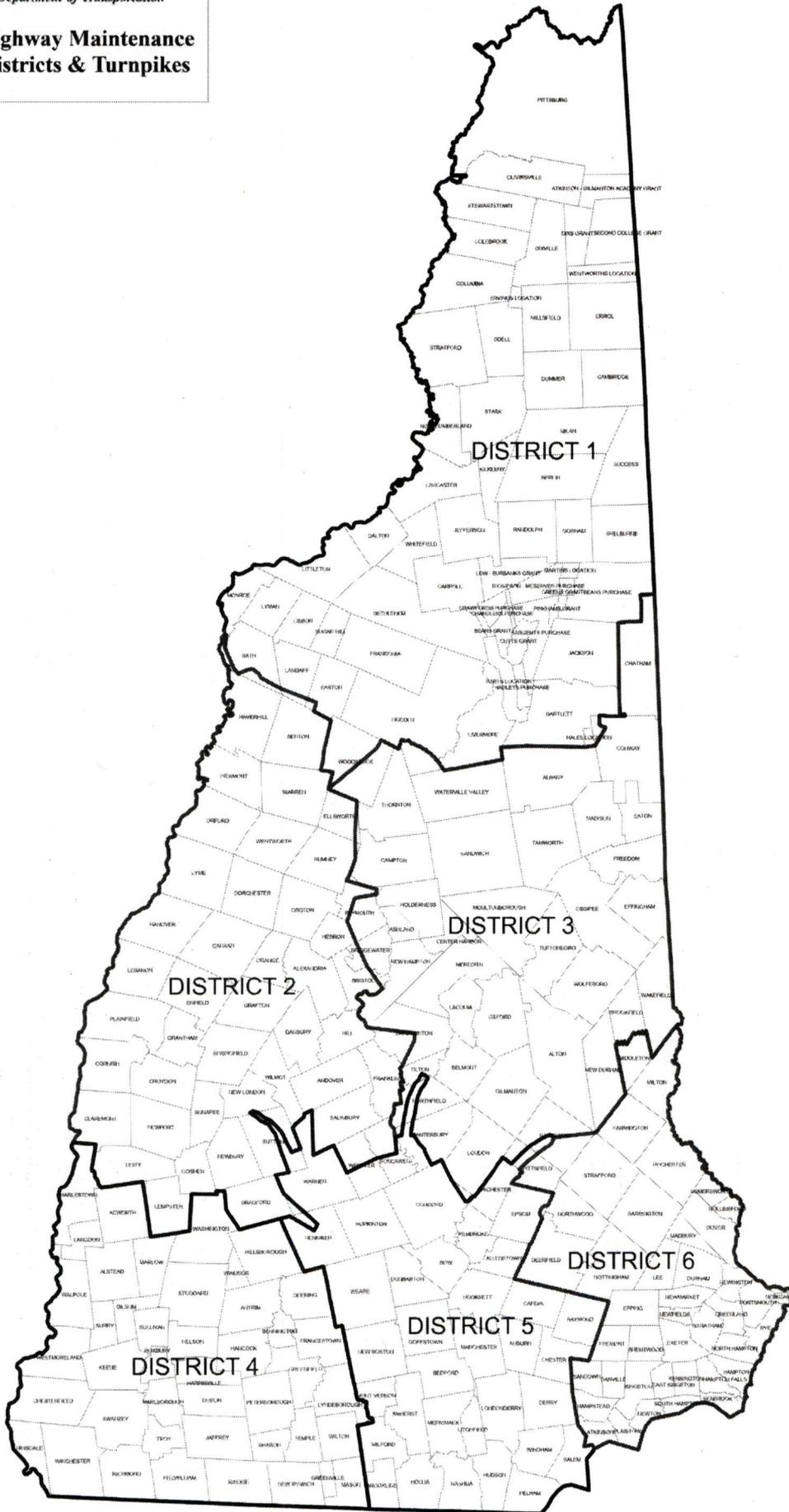
Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Enclosure: DOT District Map
Town District Table

Highway Maintenance
Districts & Turnpikes



TOWN DISTRICT TABLE

DISTRICT	TOWN	DISTRICT	TOWN	DISTRICT	TOWN	DISTRICT	TOWN
D 4	ACWORTH	D 1	DUMMER	D 2	LEMPSTER	D 6	ROCHESTER
D 3	ALBANY	D 5	DUNBARTON	D 1, D 3	LINCOLN	D 6	ROLLINSFORD
D 2	ALEXANDRIA	D 6	DURHAM	D 1	LISBON	D 4	ROXBURY
D 5	ALLENSTOWN	D 6	EAST KINGSTON	D 5	LITCHFIELD	D 2	RUMNEY
D 4	ALSTEAD	D 1, D 2	EASTON	D 1	LITTLETON	D 6	RYE
D 3	ALTON	D 3	EATON	D 1	LIVERMORE	D 5	SALEM
D 5	AMHERST	D 3	EFFINGHAM	D 5	LONDONDERRY	D 2	SALISBURY
D 2	ANDOVER	D 3, D 2	ELLSWORTH	D 3	LOUDON	D 3, D 2	SANBORNTON
D 4	ANTRIM	D 2	ENFIELD	D 1	LOW - BURBANKS GRANT	D 6	SANDOWN
D 3	ASHLAND	D 6	EPPING	D 1	LYMAN	D 3	SANDWICH
D 6	ATKINSON	D 5, D 6	EPSOM	D 2	LYME	D 1	SARGENTS PURCHASE
D 1	ATKINSON - GILMANTON ACADEMY GRANT	D 1	ERROL	D 4	LYNDEBOROUGH	D 6	SEABROOK
D 5	AUBURN	D 1	ERVINGS LOCATION	D 6	MADBURY	D 1	SECOND COLLEGE GRANT
D 3, D 6, D 5	BARNSTEAD	D 6	EXETER	D 3	MADISON	D 4	SHARON
D 6	BARRINGTON	D 6	FARMINGTON	D 5	MANCHESTER	D 1	SHELburnE
D 1	BARTLETT	D 4	FITZWILLIAM	D 4	MARLBOROUGH	D 6	SOMERSWORTH
D 1, D 2	BATH	D 4	FRANCESTOWN	D 4	MARLOW	D 6	SOUTH HAMPTON
D 1	BEANS GRANT	D 1	FRANCONIA	D 1	MARTINS LOCATION	D 2	SPRINGFIELD
D 1	BEANS PURCHASE	D 2	FRANKLIN	D 4	MASON	D 1	STARK
D 5	BEDFORD	D 3	FREEDOM	D 3	MEREDITH	D 1	STEWARTSTOWN
D 3	BELMONT	D 6	FREMONT	D 5	MERRIMACK	D 4	STODDARD
D 4	BENNINGTON	D 3	GILFORD	D 6	MIDDLETON	D 6	STRAFFORD
D 2	BENTON	D 3	GILMANTON	D 1	MILAN	D 1	STRATFORD
D 1	BERLIN	D 4	GILSUM	D 5	MILFORD	D 6	STRATHAM
D 1	BETHLEHEM	D 5	GOFFSTOWN	D 1	MILLSFIELD	D 1	SUCCESS
D 2, D 5	BOSCAWEN	D 1	GORHAM	D 3, D 6	MILTON	D 1	SUGAR HILL
D 5	BOW	D 2	GOSHEN	D 1, D 2	MONROE	D 4	SULLIVAN
D 2	BRADFORD	D 2	GRAFTON	D 5	MONT VERNON	D 2	SUNAPEE
D 6	BRENTWOOD	D 2	GRANTHAM	D 3	MOULTONBOROUGH	D 4	SURRY
D 3, D 2	BRIDGEWATER	D 4	GREENFIELD	D 5	NASHUA	D 2, D 5	SUTTON
D 3, D 2	BRISTOL	D 6	GREENLAND	D 4	NELSON	D 4	SWANZEY
D 3	BROOKFIELD	D 1	GREENS GRANT	D 5	NEW BOSTON	D 3	TAMWORTH
D 5	BROOKLINE	D 4	GREENVILLE	D 6	NEW CASTLE	D 4	TEMPLE
D 1	CAMBRIDGE	D 2	GROTON	D 3	NEW DURHAM	D 1	THOMPSON - MESERVES PURCHASE
D 3	CAMPTON	D 1	HADLEYS PURCHASE	D 3	NEW HAMPTON	D 3	THORNTON
D 2	CANAAN	D 1	HALES LOCATION	D 4	NEW IPSWICH	D 3, D 5	TILTON
D 5	CANDIA	D 6	HAMPSTEAD	D 2, D 5	NEW LONDON	D 4	TROY
D 3, D 5	CANTERBURY	D 6	HAMPTON	D 2	NEWBURY	D 3	TUFTONBORO
D 1	CARROLL	D 6	HAMPTON FALLS	D 6	NEWFIELDS	D 2	UNITY
D 3	CENTER HARBOR	D 4	HANCOCK	D 6	NEWINGTON	D 3	WAKEFIELD
D 1	CHANDLERS PURCHASE	D 2	HANOVER	D 6	NEWMARKET	D 4	WALPOLE
D 4	CHARLESTOWN	D 4	HARRISVILLE	D 2	NEWPORT	D 2, D 5	WARNER
D 3	CHATHAM	D 1	HARTS LOCATION	D 6	NEWTON	D 2	WARREN
D 5	CHESTER	D 2	HAVERHILL	D 6	NORTH HAMPTON	D 4	WASHINGTON
D 4	CHESTERFIELD	D 2	HEBRON	D 3, D 5	NORTHFIELD	D 3	WATERVILLE VALLEY
D 5	CHICHESTER	D 5, D 2	HENNIKER	D 1	NORTHUMBERLAND	D 5	WEARE
D 2	CLAREMONT	D 2	HILL	D 6	NORTHWOOD	D 5, D 2	WEBSTER
D 1	CLARKSVILLE	D 4	HILLSBOROUGH	D 6	NOTTINGHAM	D 2	WENTWORTH
D 1	COLEBROOK	D 4	HINSDALE	D 1	ODELL	D 1	WENTWORTHS LOCATION
D 1	COLUMBIA	D 3	HOLDERNESS	D 2	ORANGE	D 4	WESTMORELAND
D 5, D 3	CONCORD	D 5	HOLLIS	D 2	ORFORD	D 1	WHITEFIELD
D 3, D 1	CONWAY	D 5	HOOKSETT	D 3	OSSIPEE	D 2	WILMOT
D 2	CORNISH	D 5	HOPKINTON	D 5	PELHAM	D 4	WILTON
D 1	CRAWFORDS PURCHASE	D 5	HUDSON	D 5	PEMBROKE	D 4	WINCHESTER
D 2	CROYDON	D 1	JACKSON	D 4	PETERBOROUGH	D 5	WINDHAM
D 1	CUTTS GRANT	D 4	JAFFREY	D 2	PIERMONT	D 4	WINDSOR
D 1	DALTON	D 1	JEFFERSON	D 1	PINKHAMS GRANT	D 3	WOLFEBORO
D 2	DANBURY	D 4	KEENE	D 1	PITTSBURG	D 3, D 1	WOODSTOCK
D 6	DANVILLE	D 6	KENSINGTON	D 5, D 3, D 6	PITTSFIELD		
D 6	DEERFIELD	D 1	KILKENNY	D 2	PLAINFIELD		
D 4	DEERING	D 6	KINGSTON	D 6	PLAISTOW		
D 5	DERRY	D 3	LACONIA	D 3, D 2	PLYMOUTH		
D 1	DIXS GRANT	D 1	LANCASTER	D 6	PORTSMOUTH		
D 1	DIXVILLE	D 1, D 2	LANDAFF	D 1	RANDOLPH		
D 2	DORCHESTER	D 4	LANGDON	D 5	RAYMOND		
D 6	DOVER	D 2	LEBANON	D 4	RICHMOND		
D 4	DUBLIN	D 6	LEE	D 4	RINDGE		



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Rock and Solar Salt	Agency	Statewide
RFB#	3026-26	Requisition#	N/A
Agent Name	Steven Burgess	Bid Closing	July 18, 2025 10:00 AM
Indicates Awarded District			

Qty.	UOM	Product Description	Granite State Minerals		Morton Salt		American Rock Salt		Cargill, Inc.	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
SECTION 1: ROCK SALT COST PER TON DELIVERED										
38900	TON	HWY DISTRICT 1 - LANCASTER	\$97.00	\$3,773,300.00	\$87.74	\$3,413,086.00	No Bid	\$ -	No Bid	\$ -
25503	TON	HWY DISTRICT 2 - ENFIELD	\$89.00	\$2,269,767.00	\$80.94	\$2,064,212.82	\$96.75	\$2,467,415.25	\$ 108.70	\$ 2,772,176.10

Estimated annual spend	\$5,477,298.82	Expiring contract annual	\$ 6,073,086.67
Estimated term spend	\$5,477,298.82	Expiring contract term	\$6,073,086.67
Allowance for balance of product line	\$547,729.88	Cost increase	-\$48,057.97
Recommended price limitation	\$6,025,028.70	Delta: New vs. Expiring	-0.79%

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	1 year
Price Limitation	\$6,025,028.70
Number of Solicitations Received	4
Number of Sourced bidders	26
Number of NIGP Vendors Sourced	0
Number of non-responsive bidders	22
P-37 Checklist Complete	Yes
D&B Report Attached	
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	\$6,073,086.67
Total Cost Increase (\$/%)	-\$48,057.97 -0.79%

Special Notes: Morton Salt, Inc will be awarded rock salt for District 1 and District 2 which reduces cost by .79%, or \$48,057.97, when compared to the expiring contract. The requested price limitation includes approximately 10% for additional or unforeseen expenditures.

FORM NUMBER P-37 (version 2/23/2023)

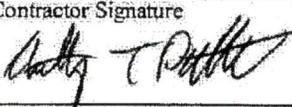
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Morton Salt, Inc		1.4 Contractor Address 444 West Lake Street, Suite 2900, Chicago, IL, 60606	
1.5 Contractor Phone Number 855-665-4540	1.6 Account Unit and Class Various	1.7 Completion Date 08/31/2026	1.8 Price Limitation \$6,025,028.70
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 8/12/2025		1.12 Name and Title of Contractor Signatory Anthony T. Patton, Director Bulk Deicing US Government Sales	
1.13 State Agency Signature  Date: 9-15-25		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: <u>Christen Lavers</u> On: 9/10/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials AT

Date 8/12/2025

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.

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.

Contractor Initials AS
Date 8/12/2025

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 AT

Date 8/12/2025

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials AK
Date 8/12/2020

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Morton Salt, 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 Rock Salt in accordance with the submission in response to State Request for Bid 3026-26 and as described herein.

2. CONTRACT DOCUMENTS:

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

2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37

2.1.2. EXHIBIT A Special Provisions

2.1.3. EXHIBIT B Scope of Services

2.1.4. EXHIBIT C Method of Payment

2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," and (2.1.4.) EXHIBIT C "Method of Payment,".

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on September 1, 2025 or upon approval of the Governor and Executive Council, whichever is later, through August 31, 2026, a period of approximately one (1) year.

3.2. 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 Contractor and the State with the approval of the Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed three (3) years.

4. ELIGIBLE PARTICIPANTS:

4.1. 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 contractor. The State of New Hampshire assumes no liability between the contractor and any of these entities.

5. SCOPE OF WORK:

5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

5.2. Complete specifications required are detailed in the **SPECIFICATION COMPLIANCE** section.

6. SPECIFICATION COMPLIANCE (FOR STATE AGENCIES ONLY):

7. MINED ROCK SALT

7.1.1. Contractor 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.

7.2. CHEMICAL COMPOSITION:

7.2.1. Total chlorides expressed as NaCl shall be a minimum of 95% except as provided in *BONUSES, and LIQUIDATED DAMAGES.

7.3. GRADING:

7.3.1. The sodium chloride shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- | | |
|-------------------------|------------|
| • Passing a 1/2" sieve | 100% |
| • Passing a 3/8" sieve | 95% - 100% |
| • Passing a No. 4 sieve | 20% - 80% |

- Passing a No 8 sieve 10% - 50%
- Passing a No 30 sieve 0% - 10%

7.4. MOISTURE CONTENT:

7.4.1. Salt shall be in a free-flowing condition when received at the State of New Hampshire delivery location with a moisture content not to exceed one (1) percent.

8. **SOLAR SALT**

8.1. CHEMICAL COMPOSITION:

8.1.1. Total chlorides expressed as NaCl shall be a minimum of 95% except as provided in 'BONUSES and LIQUIDATED DAMAGES sections.

8.2. GRADING:

8.2.1. The sodium chloride shall conform to the following particle size distribution specifications as determined by laboratory sieves:

- Passing a 1/2" sieve 100%
- Maximum Passing a No. 4 sieve 75%
- Maximum Passing a No 8 sieve 40%
- Maximum Passing a No 16 sieve 10%

8.3. MOISTURE CONTENT:

8.3.1. Salt shall be in a free-flowing condition when received at the State of New Hampshire delivery location with a moisture content not to exceed three (3) percent.

9. **BONUSES:**

9.1. BONUSES:

9.1.1. Delivered salt that has a lower than specified moisture content may be eligible for a bonus payment, as described in MOISTURE section below.

10. **LIQUIDATED DAMAGES:**

10.1.1. Delivered salt that does not meet the required specifications, shall be subject to Liquidated Damage and/or price adjustment.

10.1.2. The state reserves the right to accept or reject any salt or deliveries which do not conform to the NHDOT specifications for screen size, chemical quality or moisture content, or which are not delivered in good condition. Shipments that are rejected will be returned to the Contractor at no cost to the state. Contractor agrees to promptly replace all rejected deliveries of salt.

10.2. ANTI-CAKING ADDITIVE:

10.2.1. Salt shall be loose and free of lumps and shall contain not less than 20 ppm of pure anti-caking agent. Contractors will be required to submit the appropriate Safety Data Sheets (SDS) to NHDOT, OTHER STATE AGENCIES and Eligible Participants as requested.

10.2.2. Anti-Cake Additive: YPS – Yellow Prussiate of Soda

10.3. DELIVERY LIQUIDATED DAMAGES:

10.4. INITIAL FILL:

10.5. Failure to complete the initial fill-up by October 25, 2025 for NHDOT sheds in Districts 1, 2, and 3 and by November 08, 2025 for NHDOT sheds in Districts 4, 5, 6, Central Turnpikes, and Eastern Turnpikes shall result in Liquidated Damages of ten (10) percent of the contracted price per ton of remaining tonnage not delivered by the delivery dates, an additional Liquidated Damage of five (5) percent shall be assessed every fifteen calendar (15) days for any remaining undelivered tonnage, as specified in TABLE 1 DELIVERY TABLE LIQUIDATED DAMAGES. Failure to complete the initial fill-up by December 23, 2025, shall be terms for default of the contract.

TABLE 1 DELIVERY TABLE LIQUIDATED DAMAGES

DATE	PERCENT (%) LIQUIDATED DAMAGE OF THE CONTRACTED PRICE Districts 1, 2, and 3
10/25/2025	10%
11/08/2025	15%
11/22/2025	20%
12/06/2025	25%

DATE	PERCENT (%) LIQUIDATED DAMAGE OF THE CONTRACTED PRICE Districts 4, 5, 6, Central Turnpike and Eastern Turnpike
11/08/2025	10%
11/22/2025	15%
12/06/2025	20%
12/20/2025	25%

10.6. CHLORIDES:

10.6.1. Liquidated Damages will be assessed against the accumulated and mixed samples of each day's deliveries to each location for salt that does not meet the chemical composition of total chlorides as specified in TABLE 2 TOTAL CHLORIDE.

TABLE 2 TOTAL CHLORIDE

Percent (%) of Sodium Chloride	Percent (%) of Payment of Unit Price
95% - 100%	100%
94 - 95%	96%
93% - 94%	92%
Below 93%	Rejected

10.7. MOISTURE:

- 10.7.1. Salt delivered under any resulting contract shall not exceed one (1) percent moisture for rock salt or three (3) percent for solar salt.
- 10.7.2. Rock salt that exceeds two and a half (2.5) percent moisture content and solar salt that exceeds five (5) percent moisture content will be subject to rejection at the delivery point unless the state elects to accept the salt due to supply emergencies or other extenuating circumstances.
- 10.7.3. **Visible moisture leakage from the delivery vehicle will be cause for immediate rejection of the load.**
- 10.7.4. Salt which exceeds the moisture content as specified will be subject to Liquidated Damages according to Table 3A - MOISTURE CONTENT FOR ROCK SALT or Table 3B - MOISTURE CONTENT FOR SOLAR SALT.

TABLE 3A - MOISTURE CONTENT FOR ROCK SALT

Contractor Initials AK

Date 8/12/2025

Moisture Content	Districts 1 through 3	District 4 through 6, Central Turnpike, Eastern Turnpike
	<u>Percent (%) of Payment of Unit Price</u>	<u>Percent (%) of Payment of Unit Price</u>
0.00 - 0.50%	102%	102%
0.51 - 0.75%	101%	101%
0.76 - 1.00%	100%	100%
1.01 - 1.50%	96%	98%
1.51 - 2.00%	92%	96%
2.01 - 2.50%	88%	94%
*Above 2.50%	* See below	* See below

TABLE 3B - MOISTURE CONTENT FOR SOLAR SALT

Moisture Content	District 4, 5, 6, Central Turnpike, Eastern Turnpike
	<u>Percent (%) of Payment of Unit Price</u>
0.00 - 1.00%	102%
1.01 - 2.00%	101%
2.01 - 3.00%	100%
3.01 - 4.00%	97%
4.01 - 5.00%	94%
*Above 5.00%	* See below

*If the State of NH elects to accept salt exceeding these amounts, the price reduction of the unit price shall be as follows:

- Rock District 1-3 Percentage (%) of payment of unit price = $100 - 10 (\text{moisture content in } \% - 1) = X\%$
- Rock District 4-6 Percentage (%) of payment of unit price = $100 - 5 (\text{moisture content in } \% - 1) = x\%$
- Solar District 4-6 Percentage (%) of payment of unit price = $100 - 5 (\text{moisture content in } \% - 3) = X\%$

Examples:

District 1-3 Rock Salt with moisture content of 3.41%

% of Payment of unit price = $100 - 10 (3.41-1)$

% of Payment of unit price = 75.9%

District 4-6 Rock Salt with moisture content of 3.41%

% of Payment of unit price = $100 - 5 (3.41-1)$

% of Payment of unit price = 87.95%

District 4-6 Solar Salt with moisture content of 5.41%

% of Payment of unit price = $100 - 5 (5.41-3)$

% of Payment of unit price = 87.95%

10.8. GRADATION:

10.8.1. A penalty will be assessed for gradations that exceed the maximums specified in the Detailed Specifications for Mined Rock Salt and the Detailed Specifications for Solar Salt.

10.8.2. The price of the salt will be reduced by one (1) percent for each percent by which gradation exceeds the maximum allowed for the #30 sieve (rock salt) or #16 sieve (solar salt). Salt that does not meet the gradation specified for any of the sieve sizes may be cause for rejection at the discretion of the State.

10.9. STATEMENT OF PENALTIES / BONUSSES:

10.9.1. NHDOT shall submit an invoice or statement to the Contractor to recover all penalty price reductions. A summary of the NHDOT, laboratory test results will accompany the statement. Contractor shall make settlement for each penalty claim, to the entity asserting the penalty claim, within fifteen (15) days of receipt of each claim. Contractor will be disqualified to bid on other state bid requests if there remains an outstanding penalty balance that is owed to NHDOT, unless waived by the State.

11. PAYMENT OF BONUSSES / BILLING OF PENALTIES:

11.1. NHDOT will make payment of any bonuses awarded in the same time frame as any assessed Liquidated Damages. Any bonuses will be offset by Liquidated Damages due and will be shown on the Statement of Liquidated Damages (see Definitions). If during the same time frame, bonuses are awarded but no Liquidated Damages are assessed, a check made payable to the Contractor will be issued. A summary of the NHDOT laboratory test results will accompany the statement. Bonuses shall be awarded on the same notice cycle as the Liquidated Damages.

12. TESTING TIMEFRAME:

12.1. NHDOT, laboratory shall test all submitted samples within fifteen (15) calendar days of product delivery.

12.2. RESULTS AND NOTIFICATION:

12.3. Within 21 days of delivery a copy of failed test results will be emailed to the stated contact at the respective contract Contractor. The Contractor shall review the results and keep the results for their records. If a Contractor wishes to dispute the supplied results, they will notify NHDOT immediately in writing as to their reason for dispute. If during the contract period there are changes in Contractor contacts who receive test results, it shall be the contract Contractor's responsibility to communicate those changes to the State of New Hampshire via NHDOT.

12.4. ACCESS TO TEST SAMPLES:

12.5. NHDOT shall keep a physical specimen of tested samples that the test results indicate a moisture content that exceeds 2.5 percent for rock salt and 5 percent for solar salt for a period of fifteen (15) calendar days starting from the date the tests are completed and Contractor notified of the results. This will allow reasonable time for the contracting Contractor to view all test results. If the contract Contractor desires to obtain a sample of the disputed batch tested independently from the state, it will be the contract Contractor's responsibility to acquire a sample from the state within the fifteen (15) calendar day's allotted and have sample tested (at the Contractor's expense). Samples will be made available during standard state business hours.

12.6. PRODUCT TESTING – ELIGIBLE PARTICIPANTS:

12.6.1. ELIGIBLE PARTICIPANTS who desire to test are responsible for establishing their own testing procedures. The process and any incurred cost associated with the process are the responsibility of the eligible participant.

13. SOURCE SPECIFICATIONS:

13.1. Contractor is required to provide the source of where the salt is being produced. If the source of the salt changes the Contractor is required to contact the purchasing agent prior to salt being delivered. The State has the right to reject any salt that comes from a different source without prior approval.

14. STORAGE SPECIFICATIONS:

14.1. Contractor is required to provide location and total storage capacity of each location of where the salt is to be stored at prior to being delivered to NHDOT. If the location of the salt storage changes at any time throughout the contract, or if deliveries come from a different location, the Contractor is required to contact the NHDOT

Winter Maintenance Program Specialist prior to salt being delivered. Salt piles are required to be covered at all times while at the Contractor's storage areas, except during active loading of delivery vehicles. Salt that is not covered could be considered cause for rejection. NHDOT has the right to reject any salt that comes from a different storage area without prior approval.

15. DELIVERY SPECIFICATIONS:

15.1. **NORMAL DELIVERY:**

- 15.1.1. Deliveries shall start within FIVE (5) business days after order has been placed with the Contractor. Requested deliveries shall not be required to exceed 3,000 tons per week per district. If the order is for a quantity in excess of 3,000 tons, this shall be considered a minimum weekly delivery amount. If the Contractor cannot meet the delivery requirement, they must outreach to agency representative and purchasing agent with a plan to resolve issue as soon as possible in writing. An agreed upon delivery schedule does not waive any liquid damages incurred prior to or during the deliveries.
- 15.1.2. If the primary Contractor either does not or is unable to deliver within FIVE (5) business days after an order has been placed, there will be a 2% Liquidated Damage assessed to the remaining balance of what is owed per day unless a new delivery date has been agreed upon by NHDOT.
- 15.1.3. A secondary Contractor may be contacted to complete required open deliveries. If the secondary Contractor is unable to fulfill open order(s), NHDOT may charge the difference in cost back to the primary contractor in addition to any penalties already incurred.
- 15.1.4. If the secondary contractor doesn't deliver within TWENTY (20) business days after an order has been placed there will be a 2% Liquidated Damage assessed to the original contractor for the remaining balance of what is owed per day, unless a new delivery date has been agreed upon by NHDOT.

15.2. **DELIVERY TIME:**

- 15.2.1. The Contractor will be required to accomplish delivery of any item ordered under the contract within five (5) business days. Orders must be delivered between the hours of 6:00 AM and 4:00 PM (EST).
- 15.2.2. The Contractor shall deliver any emergency requested item ordered under the contract within 24 hours from the placement of the order. The State shall clearly define the item(s) as an emergency when placing the order.
- 15.2.3. **The use of a private carrier to make delivery does not relieve the successful Contractor from the responsibility of meeting the delivery requirement.**

15.3. **DELIVERY – TIMES:**

- 15.3.1. Truck deliveries for New Hampshire districts will be accepted only during the hours of 6:00 am to 4:00 pm Monday through Friday (except New Hampshire state holidays), unless otherwise arranged with the District Engineer or location contact prior to each delivery. Delivery times outside of the normal working hours noted above may require the Contractor to reimburse the NHDOT for the actual cost of the NHDOT personnel brought in for the delivery. 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.

15.4. **CONTRACTOR FAILURE TO DELIVER:**

- 15.4.1. If a Contractor fails to furnish road salt (rock or solar) in accordance with all requirements of this contract, the State may re-purchase the same item from another source without competitive bidding, and the original Contractor will be liable to the State for any excess cost.

15.5. **TRUCKING LOGISTICS & PRODUCT PROTECTION:**

- 15.5.1. All truck deliveries shall be dumped at a salt delivery address, either inside or outside a storage building, as directed by State agency personnel or Eligible Participants employees at the delivery address. The contractor will make every effort to have delivery vehicles arrival times spread out so as not to exceed the capacity of the equipment used to pile the salt at the patrol sheds.

15.6. **SALT PROTECTION DURING TRANSPORT:**

- 15.6.1. Deliveries of trucked solar or bulk mined rock salt shall be protected in transit by tight, waterproof coverings to avoid spillage. Said covering to be placed on load to prevent additional accumulation of moisture during transit and to insure the least possible moisture content upon delivery. Torn, ripped or permeable load covers are unacceptable and may be considered cause for rejection of load. Salt that has been contaminated with foreign matter will also be considered cause for rejection of load. Salt that is delivered without a NHDOT employee, inspecting the delivery may be considered cause for rejection of load.
- 15.7. TRANSPORTATION COMPLIANCE:
- 15.7.1. The State of New Hampshire requires that all deliveries of salt be made in complete compliance with existing state, national, provincial laws, or regulations. Violation of any laws or regulations, including but not limited to weight limitations, shall be considered as grounds for disqualification of the supplier, hauler, or both. The State will not pay for the portion of any load delivered to the project exceeding the load within that vehicle's registered gross vehicle weight and any applicable tolerances. The truck will be required to discharge its entire load, and payment will be made only for the portion within that vehicle's registered gross vehicle weight.
- 15.8. VEHICLE REGISTRATION AND DRIVER LICENSES:
- 15.8.1. Vehicles must have a current commercial vehicle registration and inspection as applicable under state law. All drivers must meet all licensing requirements of the State of New Hampshire, or applicable governmental jurisdiction.
- 15.9. NOTICE OF DELIVERY:
- 15.9.1. The Contractor must provide a minimum of one (1) business day notice to each NHDOT district office / location contact and the NHDOT Winter Maintenance Program Specialist prior to any delivery. Notice must include scheduled delivery date, estimated time and quantity of salt to be delivered. An end-of-day delivery summary is required to be sent via email to each NHDOT district office and to the NHDOT Winter Maintenance Program Specialist. This summary is to include the district delivered, shed location, and quantity delivered for each day. Agreed changes to deliveries as per the SCHEDULE FOR BALANCE OF SEASON REQUIREMENTS are required to be made via email and must include the NHDOT Winter Maintenance Program Specialist.
- 15.10. WEIGH SLIPS:
- 15.10.1. All truck deliveries shall be accompanied by a weigh slip, which shall be left with a NHDOT employee at the delivery point of load. NHDOT employee will sign a copy of the weigh slip to acknowledge the receipt of the load. The contractor shall provide numbered weigh slips, which show the following information:
- 15.10.1.1. Name and address of the Contractor
 - 15.10.1.2. Name and address of the owner of the scales
 - 15.10.1.3. Location of the scales
 - 15.10.1.4. Consignee and destination
 - 15.10.1.5. Date of delivery
 - 15.10.1.6. Order number
 - 15.10.1.7. Gross, tare and net weights
 - 15.10.1.8. Signature of scale operator
 - 15.10.1.9. Current vehicle registration number and/or other legible identification mark and signature of vehicle operator
 - 15.10.1.10. Space for signature of the department employee accepting the shipment
- 15.10.2. The state reserves the right to weigh any truck at a designated location before or after delivery to any particular storage site.

16. INSPECTIONS:

- 16.1. Each district location shall take a mixed sample from the day's total deliveries. Said samples shall be representative of the gradation and moisture content of all salt delivered to a location on that day. Bonuses and/or Liquidated Damages, if any, will be assessed against the accumulated and mixed samples of each day's delivery to each location (see BONUSES and LIQUIDATED DAMAGES sections).
- 16.2. NHDOT laboratory results will be included with a statement of assessed Liquidated Damage submitted to the Contractor by the State. **Contractor is strongly encouraged to sample and test their product prior to shipping product to the buyer so that any necessary corrective action may be taken to assure conformity to specifications.**

17. PRODUCT SAMPLES:

- 17.1.1. Salt samples, if requested from the Contractor, shall be sent to the NHDOT Laboratory. Samples shall be received no later than five (5) business days after request is made to Contractor. A Certificate of Compliance for each shipment may also be required prior to award or at time of actual delivery during contract period.

18. STATE HOLIDAYS:

- 18.1. Unless otherwise arranged with the District Engineer or location contact in advance, deliveries will not be arranged or accepted on any official State of New Hampshire holiday. A list of state holidays is available at <https://das.nh.gov/hr/index.aspx>.

19. DELIVERY LOCATIONS:

- 19.1. 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 all eligible participants.

NHDOT FY 2025 INITIAL ROAD SALT FILL-UP REQUEST

District	Section	Principal Storage Point	Approx. Annual Tonnage	FY2026 Initial Fill Up
1 Lancaster	101	Pittsburg	2,500	0
	102	Columbia	1,800	0
	102D	Dixville	500	0
	103	Errol	1,900	0
	104	Groveton	1,500	0
	105	West Milan	2,100	0
	106	Milan	700	0
	107	Lancaster	1,600	0
	107W	Whitefield	1,400	0
	108	Jefferson	3,100	0
	109	Gorham	2,000	0
	109P	Pinkham Notch	900	0
	112T	Twin Mountain	1,500	0
112	Carroll (Crawford Notch)	2,300	0	

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113G	Glen	2,100	0
114	Lisbon	1,100	0
115	Lincoln	3,000	0
116	Franconia (Rte. 18)	1,400	0
124	Franconia (Butterhill)	3,100	0
125	Littleton	3,800	0
125M	Monroe	600	0
DOT DISTRICT 1 TOTAL:		38,900	0

District	Section	Principal Storage Point	Approx. Annual Tonnage	FY2026 Initial Fill Up
2 Enfield	201	Orford/Lyme	1,936	1,500
	202	Wentworth	1,761	0
	203	Rumney	1,433	0
	204	North Haverhill	2,134	0
	205	Canaan	1,600	1,000
	206	Bristol	1,533	1,500
	207	Lebanon	2,338	0
	210	Andover	1,702	0
	210A	Grafton		0
	211	Franklin	1,336	0
	212	Cornish	858	0
	213	Sunapee	1,490	0
	214	New London	1,625	0
	215	Lempster	843	450
	215A	Unity	843	500
	216	Newbury		0
	224	Enfield	4,071	0
DISTRICT 2 TOTAL:			25,503	4,950

20. GENERAL

20.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

Contractor Initials LR

Date 8/02/2025

- 20.2. Unless otherwise specified herein, all services/deliveries performed under this Contract shall be performed between the hours of 8:00 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. All references to the time of day are Eastern Standard Time (EST).
- 20.3. 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.
- 20.4. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 20.5. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor 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 Contractor.
- 20.6. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor 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.
- 20.7. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 20.8. 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.
- 20.9. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 20.10. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

21. USAGE REPORTING:

- 21.1. 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, Steve Burgess and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:
- 21.1.1. Contract Number
 - 21.1.2. Utilizing Agency and Eligible Participant
 - 21.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 21.1.4. 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:
 - 21.1.4.1. Percentage of recycled materials contained within finished products
 - 21.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 21.1.4.3. Types and volume of packaging used for transport
 - 21.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 21.1.4.5. A standardized reporting form will be provided after contract award
 - 21.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 21.1.6. Preferred in Excel format

22. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

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

- 22.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.
- 22.3. 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.
- 22.4. 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 22.5. 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.
- 22.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 23.1. 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.

24. CONFIDENTIALITY & CRIMINAL RECORD:

- 24.1. 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.

EXHIBIT C - METHOD OF PAYMENT

25. CONTRACT PRICE:

25.1. The Contractor hereby agrees to provide Rock Salt to District 1 and District 2 in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$6,025,028.70; 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.

26. PRICING STRUCTURE:

ROCK SALT

UOM	Product Description	Unit Cost
TON	HWY DISTRICT 1 - LANCASTER	\$87.74
TON	HWY DISTRICT 2 - ENFIELD	\$80.94

27. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

27.1. 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 Contractor's Balance of Product Line. All items ordered shall include all shipping/charges.

28. INVOICE:

28.1. The Contractor shall submit a maximum of one invoice monthly on the last day of each calendar month.

28.2. Said invoice shall contain:

- 28.2.1.1. A single District or Central Turnpikes or Eastern Turnpikes
- 28.2.2.2. ALL deliveries by delivery location
- 28.2.3.3. Delivery date
- 28.2.4.4. Product (Rock or Solar)
- 28.2.5.5. Quantity
- 28.2.6.6. Contract price
- 28.2.7.7. Extended price

28.3. Additionally, the following backup information shall accompany the invoice.

- 28.3.1.1. Weight slip
- 28.3.2.2. Proof of delivery slip

28.4. 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.

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

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

29. PAYMENT:

29.1. 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 JK

Date 8/12/2025