



Racine County Finance Department – Purchasing Division

Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403-1274
Phone (262) 636-3700
Fax (262) 636-3763

Duane McKinney
Purchasing Manager

ADDENDUM

Request for Bid

Road Salt

Bid #PW2023-01

This Addendum has been prepared by: Duane McKinney
Racine County Purchasing Manager
Date: Thursday, February 23, 2023

This Addendum is issued to address corrections on the information provided for the above subject Request for Bid:

ITEM NO. 1: RFB Correction:

B. Terms and Conditions

5) Quantities

- a) Should be 30,740 tons not 30,800 tons

C. Rock Salt Specifications

1) Description of Work

- a) Should be 30,740 tons not 30,800 tons

Bid Form

1) Base Bid

- a) Should be 30,740 tons not 30,800 tons

Please sign, date and attach a copy of this addendum to your Proposal.

Firm: Cargill Inc. - Salt Road Safety

Signature: *Katelyn Rumpf*

Date: 3/13/2023



Public Works & Development Services

14200 Washington Avenue
Sturtevant, WI 53177
262-886-8440
fax: 262-886-8480

February 23, 2023

Dear Prospective Bidder:

You are invited to submit a bid for **PW 2023-01** to provide Racine County Public Works and surrounding local municipalities with an annual supply of approximately 30,400 tons of **Road Salt**. Sealed bids are due on or before **10:00 a.m. CST, on Tuesday, March 14, 2023**, via www.demandstar.com. Late bids will not be accepted.

Responses must be received electronically by due date listed in section 6 submitted via www.demandstar.com.

General questions regarding the bid should be directed to Duane McKinney at (262) 636-3700 or via email at Duane.McKinney@racinecounty.com

Technical questions should be directed to Roley Behm, Highways & Parks Superintendent of Public Works and Development Services Department, at (262) 886-8452 or via e-mail at Roland.behm@racinecounty.com during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Finance.

Sincerely,

Roland Behm
Highway & Parks Superintendent

Enclosure: Bid Package

REQUEST FOR BID

Bid # PW 2023-01

ROAD SALT

A. INSTRUCTIONS TO BIDDERS

1. BIDDER'S QUESTIONS

Bidders are reminded to carefully examine the bid and specifications upon receipt. Bidders should make a written request and email to Duane McKinney, Purchasing Manager at Duane.McKinney@racinecounty.com, for interpretation or correction of any printed material. Any requests for change shall be submitted in writing at least five (7) working days prior to bid opening. Request for changes received after that time will not be considered.

2. ADDENDA

Any changes made as a result of a written request will be issued via bid addenda and if necessary, an extension will be made to the bid opening date. Addenda will be posted to the Racine County Website (racinecounty.com) under Bids/Proposals. Bidders are responsible for checking this website for any future addenda, etc. prior to the opening date. All addenda must be signed and returned with your bid. Bidders who do not return the addenda may have their bids rejected.

If the bidder receives a proposal packet from any source or entity other than Racine County Finance, the bidder is responsible for contacting Racine County Finance and requesting the firm's name be put on the bid list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

3. METHOD OF BID

Bidders shall submit bids on the Bid Form provided. A legally authorized representative of the bidder shall sign the Certification of Vendor. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on Bid Form will be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Any information held to be proprietary by a bidder must be plainly marked as such and may not include pricing.

4. INCURRING COSTS

Racine County is not liable for any costs incurred in replying to this RFB.

5. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County.

6. DUE DATE

Your electronic proposal response is to be received by **10:00 a.m. CST, on Tuesday, March 14, 2023**, in the offices of the Racine County Purchasing Division. Proposal is to be submitted electronically via www.demandstar.com. Respondents are advised that there will be a **virtual public opening** for this RFP. Proposals received by the date and time of closing will be opened immediately and read aloud by specific members of the County and at a time after the closing.

7. AMENDMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto, or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

8. LATE BIDS

Late bids will not be accepted and will be returned unopened.

9. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening will be returned unopened.

10. BIDS BINDING – 60 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

B. TERMS AND CONDITIONS

1. VENDOR ELIGIBILITY

Bids will only be accepted from bona-fide manufacturers or authorized manufacturer's agents. Satisfactory evidence of bidder's qualifications and available tonnage of material will be required prior to acceptance of bid.

2. REQUIRED DATA

The information listed below shall be detailed on the Bid Form. Additional information may be attached.

- a. Vendor's name and address
- b. Payment Terms
- c. Name, address and phone number to place orders

- d. Person(s) responsible for invoicing, specification (quality), and delivery problems (quantity, timing, etc.)
- e. Material available per shipping point
- f. Price of material F.O.B. shipping point (loaded on customer trucks)
- g. Daily trucking capacity available from each shipping point
- h. Sample billing and shipping forms
- i. Chemical analysis and gradation (optional)

Note: Items 'a' through 'h' must be provided. Incomplete information can cause bid to be rejected.

3. TERM OF CONTRACT

This contract is for a One (1) year term that ends April 30, 2024 the initial year.

This contract has an option of two (2) additional One (1) year terms.

This contract may be extended for a **second year** until April 30, 2025 and a **third year** ending the optional years April 30, 2026.

This initial contract shall commence on **May 1, 2023 through April 30, 2024.**

4. PRICE PER TON

The County shall work with the vendor in subsequent years should there be a salt price increase or decrease. The County and vendor shall negotiate 60 days prior to the end of said contract should there be a price adjustment. There shall be a mutually agreed upon price of the salt, allowing again for an increase or possible decrease of the salt. If a mutual agreement cannot be reached between the County and the vendor, the County shall terminate contract and formally bid.

5. QUANTITIES

The estimated quantities required are detailed in the SPECIFICATIONS. It is estimated that the County and the other listed municipalities shall purchase approximately **30,800 tons** during the period commencing on **May 1, 2023.**

6. NO MINIMUMS

The County and the other listed municipalities make **NO** guarantees of any specific minimum purchase. However, the County will work with the vendor on approximate quantities values in subsequent years of said contract.

The County shall work with the vendor adjusting the approximate tonnage needed for the future winter seasons based upon quantities unused in the previous winter season bid that the vendor did not ship and is holding in stock.

7. The vendor shall supply each municipality **up to 150%** of the quantity required at the price quoted in this bid. The addition tonnage required to satisfy the contracted approximate tonnage is **15,200 ton.**

8. METHOD OF ORDERING

Deliveries will be authorized by telephone orders or online orders placed by the appropriate municipal contact person.

9. METHOD OF MEASUREMENT

It shall be the obligation of the vendor to obtain and provide copies of weigh bills and delivery tickets to the municipal inspector as deliveries progress. Payment for quantities shall be determined from the approved weigh bills and delivery tickets.

10. DELIVERY INFORMATION

Deliveries shall commence within delivery time stated on the Data Sheet or within five (5) business days from a telephone order, whichever is less. Delivery time will commence on the date of the telephone order. The delivery time may be extended by the contact person at each municipality, upon request of the vendor, in the event of inclement weather.

Delivery shall be made using end dump trucks and/or trailers of a size that will enter a building with a door ten (10) feet wide and twelve (12) feet high. The sodium chloride shall always be effectively protected from moisture and shall be covered while in transit from the vendor's shipping point to the delivery points. When requested, delivery shall be made with equipment capable of unloading the material a minimum of fifteen (15) feet from the hauling unit and a minimum of ten (10) feet above ground.

All deliveries shall be made at the destinations between the hours of 8:00 a.m. and 3:00 p.m., excluding Saturdays, Sundays, and holidays, unless specific prior arrangements have been made with the municipality representative.

11. DELIVERY TICKETS

A delivery ticket, in triplicate, must accompany each delivery and must show the name of the trucking firm, the gross, tare, and net weight of the delivery, the delivery date, and the signature(s) of those responsible for weighing and accepting the load at the time of delivery. Weight information shall be imprinted on the delivery ticket by means of an indelible recording device or typed registering beam. When unloading, equipment is used, the delivery ticket shall indicate its use and be verified by the person accepting delivery.

When delivery is made, the original ticket shall be signed and retained by the representative of the Municipality accepting shipment. A copy of the signed ticket shall be retained by the vendor for inspection by the municipality during the contract period or until final payment.

12. PRICING / PAYMENTS

The Bid Form must indicate the price per ton FOB any delivery point in the County. The price must be firm for the contract period and for the amounts ranging from the quantities listed in the Specifications up to **150%** of the quantities shown.

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt of final acceptance of goods, whichever is later.

Vendors who wish to quote a discount for early payment may do so by noting the discount in the Payment Terms on the Bid Form; for example – 2/15 net 30. Discounts will be considered when evaluating costs.

13. INVOICING

Invoice amounts must be supported by delivery tickets signed by municipal representatives or authorized agents. Invoices must include delivery ticket numbers, the tonnage for each delivery, the purchase order number, the project ID number and the name of the trucking firm delivering the invoiced material.

Invoices will be adjusted by the municipality to reflect any liquidated damages, any short weights discovered, or any gross weights in excess of the statutory limits.

Thirty (30) day payment of invoices is standard. However, this schedule will be voided by any need to seek corrected invoices for moisture content, inadequate or inaccurate information on the invoice, or any other situation that results in the need to request re-invoicing.

14. LIQUIDATED DAMAGES

Delivery

- a. Five (5) percent of the shipment price shall be deducted from the invoice amount for each delivery that arrives at the delivery site uncovered.
- b. Five (5) percent of the shipment price shall be deducted from the invoice amount for each delivery that arrives at the delivery site outside the delivery hours specified.
- c. Failure to deliver within the time specified may result in procurement from alternate sources. Added cost due to procurement from alternate sources shall be the liability of the vendor.
- d. No payment shall be made for any quantities delivered that, together with the tare weight, exceed statutory weight limitations for the delivery vehicle(s).

Material Specifications

- a. Ten (10) percent of the shipment price shall be deducted from the invoice amount for each delivery received which exceeds two (2) percent moisture content. Alternatively, at the purchaser's option, deliveries exceeding two (2) percent moisture may be rejected.
- b. Materials not meeting other physical and chemical specifications shall not be shipped and may be rejected.
- c. All rejected materials shall remain the property of the vendor and no compensation for transportation, demurrage charges or any other costs will accrue to the vendor. The vendor shall promptly take custody of rejected material at the destination and plan for disposition and removal of the material within ten (10) days. If vendor fails to remove the material within ten (10) days, the purchaser may dispose of the material at the vendor's expense.

15. BASIS OF PAYMENT

Requests for payment shall be submitted to the individual municipalities receiving delivery of the road salt. The vendor shall decide with the individual municipalities as to where payment requests shall be submitted. Individual municipalities shall be responsible for payment of deliveries made to their respective locations. Racine County shall not be responsible for payment of deliveries to any municipality other than Racine County's Ives Grove Shop or Rochester Shop.

16. AFFIRMATIVE ACTION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor on the Bid Page, you indicate your acceptance and compliance.

C. ROCK SALT SPECIFICATIONS

The requirements identified in this section represent the product(s) currently being used and is the basis for the resulting contract.

The following specifications are minimum acceptable requirements. The material specified is rock salt to be used for winter road maintenance purposes. Bid specifications may not be revised without an official written addendum issued by Purchasing.

1. DESCRIPTION OF WORK

The work under this bid is for the estimated annual supply of salt for ice control in the amount of approximately **30,800 tons**. Bid shall be based on salt delivered to the designated municipality sites. The bid must contain a statement of agreement to furnish Racine County's requirements for the period covering the term of this agreement including any extensions through **April 30, 2023**. The bid shall also show the guaranteed chemical analysis, the gradation of the salt offered and the approximate delivery time requirements.

2. DELIVERY CONTACT, SITES and QUANTITIES

The following is a list of the locations and approximate quantities to which the vendor shall deliver salt. The quantities are estimates based on previous year's usage. **Racine County does not guarantee these quantities will be purchased during the contract period.**

- a. Roley Behm, Superintendent
Racine County Department of Public Works and Development Services
Ives Grove Shop.....5,000 tons
14200 Washington Ave., Sturtevant, WI 53177
(262) 886-8440

- b. Roley Behm, Superintendent
Racine County Department of Public Works and Development Services
Rochester Shop.....4,000 tons
31929 Academy Rd., Rochester WI 53167
(262) 886-8440

- c. Scott Salinas, Superintendent
City of Racine Department of Public Works
D.P.W. Street Maintenance Field Office.....7,000 tons
800 South Marquette St., Racine WI 53403
(262) 636-9126 or (262) 635-3333

- d. Jake Issacson, Superintendent
Town of Burlington
Highway Department Garage.....1,300 tons
32288 Bushnell Rd., Burlington, WI 53105
(262) 763-3070
- e. Bill Jocoby, Highway Superintendent
Village of Caledonia
Village Hall and Highway Shop..... 4,000 tons
6922 Nicholson Rd., Caledonia WI 53108
(262) 835-6425 or (262) 835-6408
- f. Mark Benish, Highway Foreman
Village of Mount Pleasant
Highway Department Garage.....3,300 tons
8700 Campus Drive, Racine, WI 53406
(262) 770-1525 or (262) 664-7843
- g. Scott Laux, Foreman
Town of Norway
Town of Norway Garage.....1,500 tons
Shipping: 4021 E. Wind Lake Rd. Wind Lake WI 53185
Invoice: 6419 Hegg Park Rd., Wind Lake WI 53185
(262) 492-1106 or (262) 534-3025
- h. Peter Riggs, Director of Public Works
City of Burlington
City of Burlington Garage 1,500 tons
2200 South Pine Street, Burlington, WI 53105
(262) 342-1181 or (262) 342-1182 or 262-758-0958
- i. John Ertl, DPW Foreman
Town of Raymond
Town of Raymond Garage.....1,200 tons
Shipping: 2563 S. 76th Street, Franksville, WI 53126
Invoice: 2255-76th Street, Franksville, WI 53126
(262) 835-2426 or (262) 770-8959
- j. Pam Petrick, Purchasing Supervisor
Southern Wisconsin Center.....140 tons
Department of Health Services
21425 Spring Street, Union Grove, WI 53182
(262) 878-6673 or Caren Moore (262) 878-6676 or
Peter Scheckel (262) 878-6620
- k. Richard Piette, Public Works Director
Village of Union Grove.....400 tons
Shipping: 19326 County Line Rd. Union Grove, WI 53182

Billing: 925 15th Ave. Union Grove, WI 53182
 (262) 878-1511 or Cell (262) 770-1587

- i. Zack Hegamann, Superintendent
Town of Dover.....**600 tons**
 4110 S. Beaumont Ave. Kansasville WI. 53139
 262-206-1319 or 262-206-6422

- m. Ken Hintz, Public Works Director
 415 N Milwaukee St, Waterford WI 53185
 262-492-2119 or 262-534-5705
Town of Waterford.....**800 ton**

Note: The vendor shall notify the Municipality contact to plan for shipment quantity, time of delivery and direct billing information.

3. COMMODITY: SODIUM CHLORIDE

- a. Classification: This specification covers sodium chloride intended for use as a deicer for road maintenance purposes, commercially designated as sodium chloride, rock salt, Type I, Grade 1.

- b. The standard specifications for sodium chloride as set forth in American Society Testing and Materials (ASTM) Specifications, Designation D-632, 5.1.1, is hereby incorporated herein by reference as if set forth in full.

- c. Chemical and mixture Specification:
 - The delivered product may be a mixture and shall be comprised of no less than ninety-five percent rock salt by weight.

 - The rock salt shall be comprised of no less than ninety-five percent (95%) sodium chloride (NaCl).

- d. Physical Requirements: The delivered product shall conform to the American Society of Testing Materials Specifications, Designation D-632, 5.1.1 (Type 1, Grade 1) when tested by means of laboratory sieves as follows:

<u>SIEVE</u>	<u>WEIGHT PERCENT PASSING</u>
3/4" (19.05MM)	100
1/2" (12.5mm)	98 to 100
3/8" (9.5mm)	95 to 100
No. 4 (4.75mm)	20 to 90
No. 8 (2.36mm)	10 to 60
No. 30 (600um)	0 to 15

e. Condition:

- The delivered product at the time of delivery at a requested destination shall be free flowing in usable condition with enough non-caking additive incorporated into mixture to keep it free flowing.
- The delivered product at the time of delivery at a requested destination shall contain no more than two percent (2%) moisture. (ASTM D-632)
- Product shall be free from any foreign material at the point of delivery. Residue from truck beds such as coke, grain, coal, gravel, etc., or other materials not germane to sodium chloride may be cause for rejection. Any residue materials used in the production of the product or any oversized materials found in the delivery order may be cause for rejection.

D. AWARD INFORMATION

1. CONDITIONS OF AWARD

All bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County.

2. QUALIFYING BIDDERS

Prior to awarding of the bid, the County may require submission of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work.

3. AWARD

It is the intent of the County to award the contract to the lowest responsive, responsible bidder provided the bid has been submitted in accordance with the requirements of the contract documents and does not exceed the funds available. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts a bid.

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. Work schedule, competency of bidder, ability to render satisfactory service and past performance will be considered in determining award. Vendor reputation for providing a quality product and timely delivery shall also be considered.

4. TIE BIDS

If two (2) or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final.

5. NOTICE OF ACCEPTANCE

Written notice of award to bidder in the form of a letter and/or purchase order will be mailed to the address shown on the bid and will be considered enough notice of acceptance of bid.

CERTIFICATION OF VENDOR

Bid # PW 2023-01

ROAD SALT

I fully understand the requirements of this bid and certify on behalf of my company that we can meet the requirements stated throughout this Invitation for Bid.

COMPANY: Cargill Inc. - Salt Road Safety

TYPE/PRINT NAME: Katelyn Rumpf

SIGNATURE: *Katelyn Rumpf*

TITLE: Customer Care Representative I

ADDRESS: 24950 Country Club Blvd. Suite 450

CITY/STATE/ZIP: North Olmsted, OH 44070

TELEPHONE: 800-600-7258 FAX: _____

E-MAIL: Salt_CustomerCareRoadSafety@cargill.com DATE: 3/13/23

BID FORM
Bid # PW 2023-01
ROAD SALT

BASE BID

Bid for furnishing **30,800 tons** of annual supply **Road Salt** for Racine County Municipalities covering the initial term of this agreement, including any extensions through **April 30, 2026**

What is the size of the truckload to be delivered at one time? 25 tons
Dump truck delivery FOB Racine County, Wisconsin: \$84.12 Price per ton
Location of the stockpile: Milwaukee, WI
Delivery:
Minimum Order Delivered: 20 tons
Number of Days to Receipt of Order: 3 to 5 Bussiness Days
Chemical analysis and gradation enclosed: X YES NO

ADDITIONAL REQUIRED DATA:

Payment Terms: Vendors who wish to quote a discount for early payment may do so by noting the discount.

DISCOUNT 0 % 0 DAYS; NET 30 DAYS

Contact Information

Orders:

Name: Salt_CustomerCareRoadSafety@cargill.com
Address: 24950 Country Club Blvd. Suite 450
City/State/Zip: North Olmsted, OH 44070
Phone: 800-600-7258 Fax: _____

Invoices:

Name: Salt_CustomerCareRoadSafety@cargill.com Ph: 800-600-7258

Specification / delivery problems:

Name: Salt_CustomerCareRoadSafety@cargill.com Ph: 800-600-7258

Material available per shipping point:

Location: Milwaukee, WI Tons: 100,000

Daily trucking capacity available from each shipping point:

Tons per day: 400 tons



Date: January 1, 2023

To: Cargill, Incorporated – Salt, Road Safety Employees & Applicants

From: Christine Rupert
Cargill, Incorporated – Salt, Road Safety Managing Director

RE: Equal Employment Opportunity, Affirmative Action and Anti-Harassment Policy

Cargill, Incorporated – Salt, Road Safety fully endorses and supports the principles of Equal Employment Opportunity as expressed in Cargill’s attached Corporate Equal Employment Opportunity, Affirmative Action and Anti-Harassment Policy. As the policy states, our employment decisions are made without regard to race, ethnicity, color, religion, national origin, gender, gender identity or expression, sexual orientation, age, disability, genetic information, marital status, family status, citizenship status, veteran status, active military status, union affiliation or any other status protected by law.

All Cargill, Incorporated – Salt, Road Safety employees will take affirmative action to ensure equal employment opportunities in all aspects of the employment relationship including recruiting, hiring, training and promotion as well as compensation, benefits, performance appraisal, transfer, layoff, recall from layoff, and company-sponsored training, education, social and recreation programs. These practices are fairly administered and available to employees in strict accordance with all federal, state and local laws in the communities where we do business.

As managers of this facility, we are personally committed to a firm and just policy of Equal Employment Opportunity, Affirmative Action and Anti-Harassment. We expect full cooperation of every employee of this facility. Any violation of this policy will result in appropriate disciplinary action, up to and including termination of employment.

If you have a question or need to report an issue, please feel free to contact our Ethics Open Line. To call the Ethics Open Line: Inside the United States, dial 1-800-357-OPEN. Outside the United States, access [this link](#) to find a country-specific telephone number. To write to the Ethics Open Line: access <http://www.cargill.com/ethics-open-line/index.jsp> from any computer with Internet access.

All policies and procedures of this facility will be reviewed on a continuing basis to ensure that the full spirit and intent of our corporate stated policy is being adhered to in every respect.

A handwritten signature in black ink that reads "Christine Rupert". The signature is written in a cursive style with a large, looped "P" at the end.

POWER OF ATTORNEY
Cargill, Incorporated – Salt, Road Safety

KNOW ALL MEN BY THESE PRESENTS, That Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), and having its home office in the City of Minneapolis, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

Jim Anderson
Rhiannah Antrum
Jill Baker
Jessica Bouman
Shelly Brown
Heather Campbell
Deseree Caver
Sara Cope
Jean R. Davis
Adam Donegan
Katelyn Duché
Robert Florio
Chris Gampfer
Nadine Gilbert
Tatyana Huhn
Brittney Ingold

Kaitlyn L. Jackson
Cindy Jasso
Tom Juhasz
Aaron Keeney
Mary Kleiner
Keith Klug
Amanda Knaus
Denise A. Koch
Eric Koester
Brittany Kwasny
Sarah Liederbach
Alison Marincek
Raven Mitchell
Chris Morr
Cara Morrison
Nora Mouqqadim

Angele Peterson
John Petryszyn
Kristen Rekstad
Dana Richardson
Sean M. Riley
Katelyn Rumpf
Christine M. Rupert
Anna Sarley
Catherine Staker
Malinda Urian
Beth Vanderbrink
George Varga
Briana Winter
Judi Winter
Chet Womack

each its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver bids, bid bonds, contracts, performance bonds, and such other documents as may be necessary or required in connection with the bid, sale or delivery of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt, and/or road deicing salt, to any state, county, city, municipality, or corporate body with which the Corporation may do business and to bind the Corporation thereby as fully and to the same extent as if such documents were signed by an officer of the Salt group, sealed with the Corporate Seal of the Corporation and duly attested by its Assistant Corporate Secretary, hereby ratifying and confirming all the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 2nd day of June, 2022.

Cargill, Incorporated

DocuSigned by:
Christine Rupert
By: 2CA11F3A20554B8...
Christine Rupert, Vice President, Cargill Salt



DocuSigned by:
Matthew R. Wright
Attest: 9C1B5207F4864E1...
Matthew R. Wright, Assistant Corporate Secretary



STATE OF OHIO

) ss

COUNTY OF LORAIN

On, March 13, 2023 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Katelyn Rumpf known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in the certificate above.

Malinda Uerian

Notary Public



MALINDA SUE URIAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
May, 29, 2024



INVOICE

Cargill Deicing Technology
 A business of CARGILL, INCORPORATED
 15407 MCGINTY ROAD WEST
 WAYZATA MN 55391
 USA

Remit To: Cargill, Incorporated
 PO Box 843973
 Dallas TX 75284-3973
 USA

Bill-To :

Ship-To :

Sold-To :

SAMPLE

Billing Date:

Sales Order:

Inco Terms:

Reference Date: Your Purchase

Shipment Date: Gross Weight:

Order:

Payment Terms:

(All date format in MM/DD/YYYY)

Product Code	Sales Contra	Product Description	Priced Quantity Shipped Quantity	UoM	Price	Extended Amount
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Place of Loading

Subtotal

Sales Tax

INVOICE TOTAL

USD

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the right to charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Billing Enquiries

Telephone: 800-600-7258

Email:

Fax: 440-716-0610

Internet: www.cargillsalt.com



Cargill Deicing Technology
 24950 Country Club Blvd., Suite 450
 North Olmsted, OH 44070

...subject to the measurements and terms agreed to in writing on the appropriate transportation contract at the date of the issue of this bill of lading. The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated hereon, is being transported by the carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) to the place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be performed in accordance with all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Code of Federal Regulations, 49 CFR 1035, in effect on the date hereof, if this is a water shipment, or (2) in the applicable motor carrier classification or tariff specifically agreed to in writing or the applicable transportation contract and the applicable terms and conditions of the National Motor Freight Classification 100, if this is a motor carrier shipment. The said terms and conditions are hereby agreed to by the shipper and accepted for itself and its assigns.

(MAIL OR STREET ADDRESS OF CONSIGNEE - FOR NOTIFICATION PURPOSES ONLY)

SHIPMENT/LOAD NO.

SAMPLE

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PAGE #

SALES ORDER #
 SHIP DATE
 MODE OF TRANSPORT
 CARRIER
 FRT TERMS
 REL ORDER #
 SHIP TO #
 RELEASE #
 TIME IN
 TIME OUT
 SEAL #

COUNTY
 CUST PO#
 ORD DATE
 SHIP FROM
 VEHICLE #
 DRIVER

CONTRACT #
 ROUTE
 DELIVER
 NET PRODUCT WEIGHT
 EST PALLET WEIGHT
 TOTAL WEIGHT

PRODUCT DESCRIPTION	PROD CODE	QUANTITY	UOM	PALLETS	CODE DATES	RAIL CARS

"Subject to Section 7 of Conditions of Carriage, the property described hereon is to be delivered to the consignee at the place of destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be performed in accordance with all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Code of Federal Regulations, 49 CFR 1035, in effect on the date hereof, if this is a water shipment, or (2) in the applicable motor carrier classification or tariff specifically agreed to in writing or the applicable transportation contract and the applicable terms and conditions of the National Motor Freight Classification 100, if this is a motor carrier shipment. The said terms and conditions are hereby agreed to by the shipper and accepted for itself and its assigns."

CARGILL, INCORPORATED
 Signature of Consignor

Received \$
 to apply in prepayment of the charges on the property described thereon.

Agent or Cashier
 Per
 (The signature here acknowledges the amount prepaid.)

Charges advanced:
 \$

"If the shipment moves between carriers by a carrier by water, the law requires that the bill of lading shall state whether the weight is the carrier's or shipper's weight."

NMFC #046260 SUB 1 CLASS 55 COMMON SALT (SODIUM CHLORIDE)
 REMARKS: FREIGHT CHARGES WILL ONLY BE PAYABLE TO

The Description and Weight indicated on this Bill of Lading are correct.
 Subject to verification by the Weighing and Inspection Bureau According to Agreement.
 The fibre boxes and bags used for this shipment conform to the specifications set forth in the Uniform Freight Classification.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

1450921

DRIVER'S SIGNATURE LOADED BY

Bulk Ice Control Salt



Product Description and Application

Bulk Ice Control Salt

This product is a coarse screened, sodium chloride salt obtained from underground bedded salt deposits extracted by physical mining. This salt is intended for use only as a chemical deicer on highways and roadways.

This salt complies with ASTM D 632, Type 1, Grade 1, Standard Specification for Sodium Chloride. This salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

This product is not approved for human or animal consumption and is intended for use only in chemical or industrial applications.

Methods of Analysis

Methods of analysis and product performance evaluation based on ASTM E 534, ASTM D 632 and Cargill internal methods.

Producing Locations

This product is mined at Cargill Salt locations, Avery Island, LA; Cleveland, OH; Lansing, NY. Product of the USA.



Why Cargill?

- Salt products are an integral part of Cargill – one of the world's largest food ingredient providers and a recognized leader in the food processing industry.
- Our products go well beyond standard and high purity salt: Our Alberger® brand, Microsized®, Premier™, CMF®, sea salts, and our sodium reduction solutions such as Potassium Pro® and FlakeSelect®, make up the most extensive product line in the Industry.
- We offer full EDI capabilities for customers who need to exchange information via Electronic Data Interchange and the only online ordering portal in the industry, www.cargillsaltstore.com.
- Cargill's nationwide distribution capabilities, combined with the best logistics and customer service specialists in the business, ensure that you get the right salt at the right time.

www.cargillsaltstore.com

Customer Service: (800) 600-SALT (7258)

Physical Information

Chemical Analysis

PHYSICAL	TYPICAL
Sodium Chloride (dry) CAS No. 7647-14-5 %	98.0
Water Insolubles %	2.0 max.
Surface Moisture %	1.0 max
Yellow Prussiate of Soda* CAS No. 13601-19-9 ppm	50

*Optional anti-caking agent

Sieve Analysis

PERCENT PARTICLE SIZE DISTRIBUTION (SCREENS)	OPENING INCHES	OPENING MICRONS	TYPICAL % PASSING
Sieve - USS 1/2 Mesh Retained	0.500	12500	100
Sieve - USS 3/8 Mesh Retained	0.375	9500	98
Sieve - USS 4 Mesh Retained	0.187	4750	75
Sieve - USS 8 Mesh Retained	0.0937	2360	42
Sieve - USS 30 Mesh Retained	0.0232	600	10

Bulk Density

PARAMETER	TYPICAL
Pounds per Cubic Foot	75
Grams per Liter	1200

Product Configuration

PRODUCT NAME	SAP DESCRIPTION	SAP NUMBER
Bulk Ice Control Salt		
Bulk	DEICER SALT ICE CNTRL BLK DR	100011135

CONTACT

Cargill Salt
P.O. Box 5621
Minneapolis, MN 55440
Phone: 888-385-SALT (7258)
www.cargillsalt.com

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.

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SALT-3892 (10/19)

www.cargillsalt.com

www.cargilldeicing.com





SAFETY DATA SHEET

1. Identification

Product identifier Bulk Ice Control Salt with YPS

Other means of identification

SDS number NB2

Synonyms Bulk Rock Salt with YPS * Ice Control Salt. * Halite * Sodium Chloride (Salt).

Recommended use Salt is intended for several industrial applications including deicing.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Cargill Incorporated

Address Minneapolis, MN 55440

Telephone 1-888-385-7258

Website www.cargillsalt.com

Emergency telephone number CHEMTREC (800) 424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

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

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	95.8-99.8
Sodium Ferrocyanide Decahydrate	13601-19-9	0.0050-0.0100

GRAS Substance (Generally Recognized As Safe).

4. First-aid measures

Inhalation If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye contact Rinse with water. Get medical attention if irritation develops and persists.

Ingestion	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed such as: Carbon oxides (CO _x). Hydrogen Chloride (HCl). Hydrogen cyanide. Metal oxides.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	This product is not flammable or combustible.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Unvented, tight fitting goggles should be worn in dusty areas.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Skin protection	
Other	Wear suitable protective clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	White crystalline solid
Physical state	Solid.
Form	Crystalline solid.
Color	White to opaque
Odor	Halogen odor when heated
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	1473.8 °F (801 °C)
Initial boiling point and boiling range	2669 °F (1465 °C) (760 mmHg)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.4 mm Hg (1376.6 °F (747 °C))
Vapor density	Not available.
Relative density	2.16 (H2O = 1)
Solubility(ies)	
Solubility (water)	26.4 %
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	35 - 83 lb/ft ³
Molecular formula	NaCl
Molecular weight	58.44
pH in aqueous solution	6 - 9

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
Incompatible materials	Avoid contact with strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	Dust in the eyes will cause irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

Information on toxicological effects

Acute toxicity In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

Components	Species	Test Results
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Sodium Chloride (CAS 7647-14-5)

Acute

Oral

LD50

Rat

3000 mg/kg

Skin corrosion/irritation

Prolonged skin contact may cause temporary irritation.

Serious eye damage/eye irritation

Dust in the eyes will cause irritation.

Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure

Not classified.

Specific target organ toxicity - repeated exposure

Not classified.

Aspiration hazard

Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability

No data is available on the degradability of this product.

Bioaccumulative potential

No data available.

Mobility in soil

No data available.

Other adverse effects

None known.

13. Disposal considerations

Disposal instructions

Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

Local disposal regulations

Dispose in accordance with all applicable regulations.

Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	12-August-2014
Revision date	18-February-2018
Version #	02
HMIS® ratings	Health: 1 Flammability: 0 Physical hazard: 0 Personal protection: A

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