

**Solicitation Number: RFP #031423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cargill, Inc., 24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

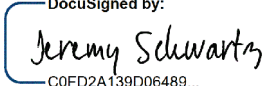
22. CANCELLATION


Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Cargill, Inc.

DocuSigned by:

 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 5/17/2023 | 6:39 PM CDT
 Date: _____

DocuSigned by:

 By: _____
 Adam Donegan
 Title: Government Sales Lead
 6/27/2023 | 12:41 PM CDT
 Date: _____

Approved:

DocuSigned by:

 By: _____
 Chad Coauette
 Title: Executive Director/CEO
 6/27/2023 | 12:42 PM CDT
 Date: _____

RFP 031423 - Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Vendor Details

Company Name: Cargill Salt

Does your company conduct business under any other name? If yes, please state: Cargill Road Safety

Address: 24950 Country Club Blvd.
Suite 450
North Olmsted, Ohio 44070

Contact: Jim Anderson

Email: jim_a_anderson@cargill.com

Phone: 612-812-0051

Fax: 440-716-0692

HST#: 41-0177680

Submission Details

Created On: Monday January 30, 2023 14:07:46

Submitted On: Friday March 10, 2023 12:56:05

Submitted By: Jim Anderson

Email: jim_a_anderson@cargill.com

Transaction #: 5e30b95b-9e1a-46f8-a083-d019da9746f5

Submitter's IP Address: 161.69.57.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Cargill, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Cargill Salt |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Cargill Road Safety |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Cage Code 3LAA7 |
| 5 | Proposer Physical Address: | 24950 Country Club Blvd. Suite 450 North Olmsted, Ohio 44070 |
| 6 | Proposer website address (or addresses): | https://www.cargill.com/industrial/winter-road-maintenance/winter-maintenance |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Adam Donegan Government Sales Lead adam_donegan@cargill.com 10922 Hidden Meadow Trail Corning, NY 14830 607-542-6038 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jim Anderson District Sales Manager 967 Sunny Ridge Drive Carver, MN 55315 jim_a_anderson@cargill.com 612-812-0051 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Aaron Keeney Road Safety Technical Services and Applications Lead 8119 Hopper Road Cincinnati, OH 45255 aaron_keeney@cargill.com 513-630-6912 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Cargill has been in business for over 150 years. Today, Cargill is the largest privately held company in the United States with over 165,000 employees. Every day our mission is to nourish the world in a safe, responsible and sustainable way. We have businesses around food ingredients and bio-industrial, animal nutrition, agriculture and supply chain, metals and shipping and protein and salt.</p> <p>The Protein and Salt Platform is broken into multiple segments including Food, Road Safety, Water Quality and Growth Ventures. Our salt is used in food, agriculture, water softening and deicing. We have significant operations in the US and Canada, Central America, China & Southeast Asia and the UK.</p> <p>The Road Safety division of Cargill Salt is Headquartered in North Olmsted, Ohio, and has been a premier deicing solutions provider in North America since 1997. With operating facilities that are strategically placed across North America, we strive to provide our customers with deicing solutions that save lives, enhance commerce and reduce environmental impact.</p> <p>We strive to be more than a vendor. We strive to be a company you can depend on to deliver cost effective, environmentally conscious, high performing products. We understand the importance of keeping roads safe in winter and we understand it cannot come at the expense of the environment. Through collaboration with our customers and a commitment to research and development, we are developing products and services that help keep North America moving in winter times in a manner that is best for the end users of our technologies and Mother Nature.</p> <p>In addition, we have been the industry leader in brine makers for over 15 years. Our business of being focused providing solutions that enhance commerce, keep roads safe and on reduce the environmental impact of salt by providing unique solutions has been a reason why government agencies chose to work with Cargill.</p> <p>Finally, we continue to innovate and create new and unique ways of doing business with our customers. Cargill looks for ways to enable customers to not only use their existing products and services provided by Cargill but we look for ways to extend the life of those products and ways to reduce the impact of those products on our environment. That is the drive behind the use of less salt, products that do not rust or deteriorate in a short timeframe and services provided by Cargill employees that meet and exceed the standards and expectations of our customers. We want our customers to see and understand we are a partner in everything we do with them around winter maintenance.</p> |
| 11 | What are your company's expectations in the event of an award? | <p>We would expect the award by Sourcewell to generate numerous sales that we may not win in a bid scenario. Per the Sourcewell reporting provided to vendors in this Category, Cargill continues to be the substantial and consistent leader in the use of the Sourcewell contract. In 2021 (see attached from Sourcewell) Cargill had over 79% of the sales in the category. In 2022, (see attached from Sourcewell) Cargill had over 60% of the awarded purchases in this category. We would continue to use this award to promote our salt, brine and equipment in every opportunity. Our District Managers are trained and always confirm with the prospect that the agency is a Sourcewell Member and Cargill has an awarded contract with Sourcewell. We always check to see if a prospective agency is a member and even share with agencies that are not members the benefits and advantages of being a Sourcewell member, encourage them to visit with a Sourcewell Development Administrator on how they can get set up with Sourcewell and then acquire our equipment via Sourcewell.</p> |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>See attached financial strength document.</p> <p>Cargill is the largest privately held company in the USA</p> <p>Cargill had sales in 2022 of \$180Billion and profits normally are \$3-4Billion with over 165,000 employees world wide.</p> |

| | | | |
|----|--|--|---|
| 13 | What is your US market share for the solutions that you are proposing? | Cargill continues to be the market share leader in Salt and brine maker products. There are other companies that sell one or the other, but Cargill is the only company in the industry to sell salt, treated salt, salt brine and salt brine production equipment. In a normal bidding season, Cargill will provide over 25% of all salt and related products to government agencies. Cargill traditionally has the largest percentage of business in the salt and application products. This is tracked on an annual basis based on awards won by our company. Cargill is able to maintain or even increase this market share because Cargill Salt owns and operates 2 salt mines in the US Market. One underneath Lake Erie in Ohio and one underneath a lake in New York State that enables us to mine, sell and service government agencies with salt with millions of tons of salt per year. In addition, we have relationships with many salt mines in the world to access and salt and sell into the US and Canadian markets to service government agencies with the need to keep roads clear of snow and ice during the winter driving season. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Cargill is the only company in Canada that sells salt, treated salt and salt brine productions systems. There are a few companies that sell one or the other, but Cargill is the only company in the industry that sells both salt and brine equipment. We continue to develop long standing relationships with many of the Provinces and the cities and municipalities in each of those Provinces for salt and equipment sales. One of our continued focuses is on ways of servicing our Canadian customers while working within the legal guidelines set up by the Government of Canada in order to not do anything that would be considered illegal. Canada has very strict rules around service coming in from the USA, so Cargill has employees in Canada for sales and then we work with companies and their employees in Canada to ensure they are trained to provide the service work for any equipment sales. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Cargill has never in their 150+ years of existence ever petitioned for any kind of bankruptcy protection. | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | B. Cargill uses employees and it includes 5 district managers overseeing their respective geographic locations for both salt products and equipment. In a few geographic locations, Cargill also has equipment dealers that represent Cargill and sell our equipment to government agencies. Our district managers sell brine makers and salt products directly to agencies in their districts. Our brine maker dealers and district managers regularly travel together and work hand in hand to assist with government agencies looking at Cargill salt and brine makers. We work together in order to provide the best solutions for agencies and have constant and continual communication with each other to ensure a strong relationship. In addition, our technical installation and service staff work very closely with our dealers and agencies that purchase directly from the dealer. Cargill technicians provide the service after dealers make the equipment sale to ensure the agency is being provided the installation, training and commissioning of the equipment. Most importantly, Cargill and dealers work very closely together as an entire team to support our Sourcewell members. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | No licenses or certifications being pursued for this RFP. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | No Suspensions or Disbarments to report. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Although there are no industry awards for brine makers, Cargill is continually recognized by State Governments, County, City and municipalities as a leader in the industry for brine makers. We hold state contract awards with many of the states in the USA. Even in States we have awarded contracts, we always encourage the agency to use Sourcewell as a purchasing option. |
| 20 | What percentage of your sales are to the governmental sector in the past three years | A vast majority of Cargill brine makers and salt sales are to government entities. We do have a segment of our business that sell, service and support commercial customers but the percentage of sales to government in all sectors is greater than 90%. |
| 21 | What percentage of your sales are to the education sector in the past three years | Cargill sells salt products and brine makers to public schools, colleges and universities across the USA. It is approximately +/- 5% of our overall sales a year. |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Cargill holds state contracts with many states throughout the USA. Cargill has state contracts with several states including Minnesota, Iowa, Illinois, Indiana, Michigan, Ohio, Pennsylvania, Virginia, West Virginia, New York, Connecticut, Maine, Maryland, Massachusetts Commonwealth, New Hampshire, New Jersey, North Carolina, Vermont, Rhode Island, Tennessee, City of Milwaukee, City of Cleveland, and hundreds of other municipalities. The annual sales range from hundreds of thousands of dollars to many millions depending on the agency.</p> <p>Cargill does not, however, participate in any other cooperative purchasing contracts outside of Sourcewell. We believe that the Sourcewell contract provides us with the best possible avenue to reach, service, support and sell products and services too and we are very much aligned with the goals and focus of Sourcewell to meet the needs of its members.</p> |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Cargill does not hold any GSA contracts. |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|-----------------------------|---|----------------|
| City of Brooklyn Center, MN | Pete Moen pmoen@ci.brooklyn-center.mn.us | 763-585-7102 |
| City of Topeka, KS | Todd Workman tworkman@topeka.org | 785-207-7454 |
| City of Westfield, MA | Tammy Tefft t.tefft@cityofwestfield.org | 413-572-6254 |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|---------------------------|---------------|--------------------|--|---------------------------------------|----------------------------------|
| State of New York DOT | Government | New York - NY | Brine makers, white salt and ClearLane | hundreds of thousands up to millions. | Multiple Millions of Dollars * |
| State of Ohio DOT | Government | Ohio - OH | Brine makers, white salt and ClearLane | hundreds of thousands up to millions. | Multiple Millions of Dollars * |
| State of Pennsylvania DOT | Government | Pennsylvania - PA | Brine makers, white salt and ClearLane | hundreds of thousands up to millions. | Multiple Millions of Dollars * |
| State of Illinois DOT | Government | Illinois - IL | white salt and ClearLane | hundreds of thousands up to millions. | Multiple Millions of Dollars * |
| State of Minnesota DOT | Government | Minnesota - MN | Brine makers, white salt and ClearLane | hundreds of thousands up to millions. | Multiple Millions of Dollars * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|-----------|---|---|
| 26 | Sales force. | <p>Cargill has both a direct sales force and also has relationships with a network of dealers across the USA and Canada to promote and sell our brine makers. The sales force includes 5 District Managers in the USA and 3 in Canada that work directly with government agencies who wish to procure products and services using Sourcewell.</p> <p>1 District Manager for the states including the states of s Maine, New Hampshire, Vermont, Massachusetts, Connecticut and Rhode Island and New York.</p> <p>1 District Manager for the states of Pennsylvania, Maryland, New Jersey, Delaware, Virginia, North and South Carolina and Georgia</p> <p>1 District Manager for the states of Ohio, Kentucky, Tennessee, Michigan, Virginia, Mississippi, Alabama and Florida</p> <p>1 District Manager for the states including Illinois, Missouri, Arkansas, Minnesota, Wisconsin, Iowa, North and South Dakota, Kansas, Nebraska, Texas, Oklahoma and Louisiana.</p> <p>1 District Manager for the states that include Washington, Oregon, California, Arizona, Nevada, New Mexico, Utah, Montana, Colorado, Wyoming, Idaho and Alaska.</p> <p>1 Government Sales Lead that overseas the team and responsible for the USA</p> <p>In Canada we have 2 District Managers that cover everything from Ontario to the East and 1 Government Sales Lead that overseas the same Provinces.</p> |
| 27 | Dealer network or other distribution methods. | <p>Cargill District Managers work with a group of dealers and those dealers will provide the Cargill pricing using Sourcewell to our customers.</p> <p>The dealers include:</p> <p>Monroe Truck Equipment that covers Wisconsin, Iowa and Illinois</p> <p>Bell Equipment that covers Michigan</p> <p>Infrastructure Solutions Group that covers Virginia and Maryland, DC</p> <p>Todaly Unlimited covers Alaska</p> <p>SNT Solutions covers all Provinces from Ontario to the East.</p> <p>In addition, we have several distributors that will procure products from Cargill and resell to government customers as they work with their District Manager on the opportunity.</p> |

| | | | |
|----|--|--|---|
| 28 | Service force. | Cargill services machines with a 3 tier process. We have employee technicians who install, pre and post season service as well as the ongoing regular service required, and Cargill employees train on all machines in the USA to ensure the highest quality of work. In addition, Cargill has dealer support in Canada. Our dealers are trained to support all of our equipment. We ensure our dealers are always up to date on the latest technology and we frequently check their work by talking to their customers to ensure that the work has been done to Cargill specifications. In addition, we do annual reviews of all customers to ensure that there have been no lapses in service by doing surveys, face to face meetings and calls with customers. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Cargill dealers work with the District Sales Manager on all sales including Sourcewell Sales. If it is a Sourcewell sale, the dealer is provided a Cargill quote letter with all of the Sourcewell prices that are required to be passed along to the Sourcewell Member including the Member ID, the Cargill Contract #. The District Manager also talks with the Sourcewell Member to assure them that they are receiving Sourcewell prices and not the normal MSRP price that non-members are quoted. Our dealers are all very versed in Sourcewell because they all sell other products that are on Sourcewell contracts. Our dealers understand they are not permitted to do any mark ups and because Cargill is quoting to the dealer who is forwarding on the same quote letter to the member, we are able to track every sale made thru dealers. It is one of the requirements we have working with dealers is their understanding and experience with Sourcewell. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Cargill Customer Service has multiple ways for customers to interface with our team. First, we have an 800# that is available 24/7 for customers to talk with and work with us if we are available and in the office. Our customer teams are based in North Olmsted, OH and Wichita, KS and are available from 7amCST-6pmCST. In the winter, when customers are needing to procure salt products from us, they are available on Saturday as well to talk directly with a person. Next, we have a PDL email account that is monitored constantly for orders and they are placed for customers who elect to not use the 800#. Finally we have a Cargill Salt Store that a customer can 24/7 go online and place, track and review a history of all orders. We encourage all customers to have access and be aware of all 3 options so that they can select the option(s) that best meet their needs. As a Customer Service team, Cargill tracks and monitors response rates for all options and Customer Care team members are rewarded and given monetary and End of Year performance scores on how well they serviced our customers. All calls are logged and tracked in Sales Force for both supporting current call and for historical reasons in case there is need for follow up or additional steps. Customer Service team members are given Key Performance Indicators (KPI)s at the beginning of each year that they are expected to meet and are tracked against goals to ensure our customers are receiving the highest service possible when they reach out to our team members. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Cargill is 100% willing and able to sell all of our products and services to a Sourcewell entity. In fact, as sales professionals, one of the very first questions we ask in our discussions is if the agency is a Sourcewell member and how to register if they are not. We encourage all of our agencies to consider Sourcewell so that they can procure the products and services they want without having to do their own bid. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Our sales professionals in Canada are versed in Sourcewell but to date we continue to have to explain cooperative purchasing in a more detailed manner. There is much greater hesitancy to use such tools, but we are always recommending the agency look at the benefits and encourage them to get registered so we can offer them Sourcewell pricing in Canada. We are completely able to and willing to sell our products and services in this way in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | there are no limitations from Cargill to sell our products and services in the USA or Canada. Geography is not a barrier as Cargill is a multinational company selling in 70 countries around the world. It is a Cargill strength and specialty to use Cargill logistics to move goods and services around the world. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Cargill does not have limitations on any sector of government business. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Cargill has and continues to sell all of our products in Alaska without limitations or restrictions. If an opportunity came about in Hawaii and a US Territory that required salt or brine making equipment we would be able to sell all of our products and services without limitation or restriction. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|--|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | All of our documents and literature pieces have the fact we are an "awarded contract" so that there is a clear visual that we are in a direct relationship with Sourcewell. In addition, all sales people carry Sourcewell brochures and if we find an agency is not a member of Sourcewell, we go into great detail to explain the benefits of the buying power and benefits of belonging to Sourcewell. District Managers also provide and send out the Sourcewell website link frequently after those conversations so that they can do it online. We have used those discussions many times to help Sourcewell add new members or at least create awareness of the benefits of being a member. |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Cargill has multiple ways of advertising our products. We do digital banner ads, we sponsor trade association newsletters, links from the APWA Reporter to Cargill Road Safety website, we do our own email blasts for tradeshow and products all featuring Sourcewell. Cargill also features Sourcewell at the bottom of each landing page for the brine makers and our products including the Sourcewell banner. Also we attend many trade shows and always have Sourcewell flags and banners on our equipment and in our booth. We also promote those products on LinkedIn as well. In addition, we are active on LinkedIn & YouTube with our "Cargill Road Safety" showcase page, and a Winter Maintenance YouTube page. We also have a Cargill Knowledge center blog that allows agencies to access a wide variety of information developed by Dr. Scott Koefod, our Cargill scientist who is an industry leading expert in the field of winter maintenance and what he has uncovered in his 25+ years of researching the effects of salt and chemicals on snow and ice, and "The Virtual Brine Shed" is our latest addition to the Winter Road Maintenance website, which is used to show a visual representation of our brine makers, and to easily access information on each specific machine. |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell's role is to continue to promote and encourage agencies of the benefits of being a member and signing up the agencies to take advantage of the buying power of Sourcewell. In addition, we have used my Sourcewell contact many times to talk with both current and potential agencies about the contract and how Cargill fits inside the Sourcewell contract. They have alleviated any concerns that a member may have regarding the contract or Sourcewell solicitation process. Cargill's role is to recognize if the agency is a member and make sure the agency takes advantage of the relationship they have with Sourcewell in the buying process. If the agency is not a member, Cargill sales professionals are trained to promote and talk with those agencies during the sales process, explaining the benefits and directing them to the location on the website where they can not only learn more about Sourcewell, but easily register as a member. Cargill sales people have done this for years because we understand the benefits of an agency being a member and how much easier it is for those agencies to purchase our products and services. |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Our salt customers can use our e-procurement service to place orders for salt in a procurement site called Cargill Salt Store. We also promote this in email blasts and in our conversations with agencies. We have found a substantial increase in orders taken via e-procurement. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Cargill employees installs, trains and services all equipment we sell. We also offer pre-season, post-season shut down plans and maintenance plans. This ensures the peak and optimal experience with our equipment. We offer training refreshers, phone support for customers who wish to contact our technicians. |
| 41 | Describe any technological advances that your proposed products or services offer. | <p>The Cargill brine maker has state of the art technology for monitoring of salinity levels. Our patented process of producing brine ensures brine is always the correct concentration. Because it is patented, no one else in the industry has this type of technology. We are use a modular system that allows an agency to build off their original purchase and add functionality around the need to blend multiple additives. It gives an agency the ability to wisely spend their funds versus having to pay for functionality they don't currently need or will never use.</p> <p>The Truck Fill system has the capability of blending multiple products, at different ratios, and goes directly into the truck. We have the ability to track and record production and loaded quantities.</p> <p>Remote access allows an operator to use other devices such a desktop, laptop, smartphone or tablet to view, control, or troubleshoot the machine. The level at which the owner of the AccuBrine wants to provide access is strictly up to the owner.</p> <p>Our systems can fill at multiple volumes from small saddle tanks to large tankers depending on the needs of the customer.</p> |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | ClearLane® enhanced deicer works better than raw rock salt because of advanced deicing and patented technology that mixes a salt product treated with a patented liquid magnesium chloride. This reduces the deposit of less chloride and phosphorous, and contributing to less B.O.D. into the environment, |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | We have no eco-labels certifications and not applicable |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Cargill is not a woman or minority owned business. |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities? | <p>Cargill is a privately owned multi national corporation that has been in business for more than 150 years. Our strength is in our diversity of products and services we offer. Only by building trusting relationships with a range of partners like Sourcwell can we fulfil our purpose: to nourish the world in a safe, responsible, sustainable way.</p> <p>The user friendly technology we implement, consistently recognized by users, the way we look after the funds agencies use their dollars by providing cost saving solutions and applications and the way we support and service our customers has been noticed over and over again in the industry. Our customers purchase our products and services, because of the significant value we bring to them. They use Sourcwell to procure Cargill products because it constantly meets and exceeds their needs. Our use of previous contracts and the dollars agencies spent using Sourcwell to obtain our products is a testament to why Cargill has been is a tremendous solution on the salt and brine maker solicitation.</p> |

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes, Cargill has a 1 year parts and labor warranty on all of our equipment. Customers are also able to procure additional years of warranty for an additional cost. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Cargill equipment has a general warranty with provisions. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | If a technician is required during the warranty period, the travel time, labor and mileage are all covered during the warranty period. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Cargill is able to provide warranty and service work in every location we sell equipment. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | All parts used on Cargill equipment are part of our warranty. | * |
| 51 | What are your proposed exchange and return programs and policies? | Cargill would deal with it on a case by case basis. Our sales and technical teams work very closely with customers before the purchase using engineering plans and multiple pre-call meeting with the customer and technician to ensure there are not reasons to expect or need a return. | * |
| 52 | Describe any service contract options for the items included in your proposal. | Cargill service contract items include pre-season, post-season shut down plans and maintenance plans. This ensures the peak and optimal experience with our equipment. We offer training refreshers, phone support and a host of additional services. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Cargill terms are net 30 days. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Cargill works with another Sourcewell vendor, National Cooperative Leasing. We connect the agency direct to NCL and we work to promote that payment option to all of our customer who wish to pay over an extended period of time. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Cargill identifies for the Sourcewell user both their member ID and the Cargill Contract # on the quote and then as well we make sure the customer knows we are using their Sourcewell member # on the invoice. see Attached documents. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Cargill does accept P Cards for procurement and payments and there is no additional cost for the use of the card. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|--|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Cargill provides a line item discount of 3% off each SKU we have submitted on the Sourcwell bid. See attached document. In addition, labor, freight and any additional parts that are required for the project are discussed with the member and they are added to the quote letter and final invoice. |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Cargill will provide Sourcwell users a 3% reduced price off the MSRP for each brine maker equipment on the Sourcwell price list. |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Yes, if an agency purchases 5 or more machines on one Purchase Order they will receive an additional 1% discount. |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | All products are sourced via a quote using Sourcwell prices we have submitted as part of the solicitation or any changes we have submitted to Sourcwell. Service parts after warranty are also sourced via a quote. |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Cargill does not include freight to deliver the brine equipment, the labor to install a machine or perform services at a later date, or service parts that may or may not be needed after the warranty has expired. If Cargill or a dealer sells our equipment, freight and labor is a pass thru on the original purchase and there is no markup on either item. Parts are procured from a variety of sources to build and service our machines. These parts all meet our specifications but are procured from a multiple suppliers based on availability. All other items that are part of the acquisition are included in the price of the machine. |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight is sourced via multiple carriers and we always use the least expensive to the customer and that cost is passed on with no markup. |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Cargill would source the most cost effective way to transport equipment to all locations including Alaska and Hawaii and anywhere in North America we sell our equipment, and the cost is passed on to the customer without markup. |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Agencies are always welcome to schedule their own pick up or use their own transportation methods, but Cargill has very close and strong national relationships with many Carriers, including our own, that make it very cost effective and is always a pass through with no markup. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Cargill provides Sourcwell Members a 3% discount off MSRP on the brine maker equipment that is "always" better than a price to non-Sourcwell members including State, County and municipal bids. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | We have an entire team that verifies and manages orders and billing. Our order system has a Sourcewell pricing schedule built into our system so that every Sourcewell purchase is specifically flagged with the correct Sourcewell pricing per our awarded contract. Every order is verified especially when it has unique pricing such as Sourcewell. All District Mangers have a unique pricing sheet that identifies Sourcewell pricing so that they are using the correct pricing for that project being quoted. Our District Managers know the benefits of Sourcewell so we are careful to always use that pricing to give the agency, Cargill and Sourcewell the advantages the contract offers. All Sourcewell sales are also tracked and processed in our Sales Force CRM application for internal audit and verification. |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Cargill has many internal tools that we use as metrics to track leads, opportunities and sales. These are proprietary reports written for sales leaders and managers to track sales by many different metrics. One of the reports that we use is a report based on customer and source of the opportunities and sales via a CRM tool called Sales Force. In this tool, we have fields that are specific to Sourcewell for tracking the leads, opportunities and sales using Sourcewell as well reports that enable us to analyze and verify the payment back to Sourcewell on product sales. Sales management and leadership views these report regularly and there are continued discussions with sales professionals on status of business and how we can use the Sourcewell contract to move those leads to opportunities and ultimately to sales using the contract. It is part of the sales manager and sales professional conversation in weekly meetings. |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Cargill is very comfortable paying a fee for the opportunity to use Sourcewell to assist us in closing sales. We completely understand the benefit of the contract and what it brings to the table and how it alleviates the need to go out to bid. We understand that there is a cost to managing contracts and the organization as a whole. We have paid 2% in the past and completely agree with and understand the fee. In addition, this fee would never be added to the price of the sale to the Sourcewell Member, this is a fee that Cargill would accept as a cost of doing business with a Sourcewell Member and not passed on to the agency. Cargill would pay Sourcewell the fee based on the product sale of the salt or brine maker equipment but not include freight or labor. |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|---|--|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Cargill proposes both a variety of brine makers and options as well as salt and treated salt. Our brine makers meet the needs of both smaller agencies up to the very largest. AccuBatch® Brine Maker This machine is the top of the line entry-level brine making system and is the only one on the market that features a conductivity sensor for automatic brine concentration measurement. Its simple plug and play design allows for easy setup, maintenance, operation and cleanout. The machine is designed to achieve optimum concentration levels without the additional labor time needed to manually check and re-check and can make 800 gallon batches in approximately 20 minutes. There is also no technical assistance required to install or operate the machine. There is no technical assistance needed. Simply hook up the water and power and begin making your brine with a start of a button. The cleanout is safe and easy by simply opening a valve and letting the sediment flow into a loader bucket. |

AccuBrine® Automated Brine Maker NXT GEN

This is a very easy to use yet sophisticated brine production system has significant benefits to customers and is capable of producing up to 6,000 gallons per hour. This machine is easy to use, has high end electronic components, the ability to remote access the machine, tank level management logic for truck loading accuracy and reporting, via an Apple® or Android™ mobile device or desktop computer, is the only machine manufactured from marine grade fiberglass to withstand the harsh, corrosive nature of salt, water and winter conditions and unlike other brine makers that require risky, time-consuming manual labor, the cleanout process is completely automatic. The system notifies the operator of the necessary cleanout, rinses itself out, and the sloped floor directs runoff to a designated area. This fully automated system takes brine production to the next level by providing a machine that is very easy to use, yet with the sophistication required in a high end brine maker with a multitude of user benefits.

AccuBrine® blend truck loading & blending system

This state-of-the-art system works independently of the brine maker and gives agencies the freedom and flexibility to grow their liquids program. With the ability to make brine while filling trucks, tracking multiple user I.D.s, creating recipes for every type of weather event by making a volume ratio blend of brine and various additives directly into the liquid application trucks. This system also will provide for usage reporting and remote access via an Apple® or Android™ mobile device or desktop computer.

The AccuBrine® blend V2 truck loading & blending system is the second generation of the previous AccuBrine® blend unit. Take your brine maker to the next level by making your own customized liquid blends to tackle any winter weather situation with the AccuBrine® blend V2 truck loading & blending system. Works independently of your brine maker and gives you the freedom and flexibility to grow your liquids program as you see fit. A compact, modular truck fill and blending system that enables you to produce custom blends by mixing your salt brine with up to (2) liquid additives to enhance your brine's performance. The V2 uses a stacked blending method to provide an accurate, customized blend, and eliminates the need to send blended product to separate storage tanks as a custom blend can be made in real time as it is being sent directly to a liquid application truck. The system automatically records date/time of fill, ID#, blend, volume loaded brine, additive 1 & additive 2. This data can be download to an SD card for data analysis.

The AccuBrine® Legacy Upgrade, that includes updated electrical and mechanical components and can be acquired at a fraction of the cost of a new machine. The purchase and installation process continues to use the current tank, AccuBrine® subpanel, valves and hose that are in good working order.

Services: Cargill technicians provide all of our technical services to install, train and commission our machines. This includes on-sight service during and after the warranty period is over. Cargill employees handle 100% of the labor on our projects, and when an installation is completed, our customers sign off on all work that has been finished and agree to the work being fully satisfied to the customer's satisfaction.

Cargill Salt

Treated with YPS (yellow prussiate of soda) anti-caking agent to help resist caking and prevent clumping, Cargill's bulk deicing salt is a standard for winter maintenance deicing programs.

Cargill ClearLane®

ClearLane® enhanced deicer is a pre-wet sodium chloride made from a patented liquid magnesium chloride formula and mixing process. Combined with pre-wetting and deicing agents, including a PNS-approved corrosion inhibitor, a coloring agent, and a leaching inhibitor, ClearLane® enhanced deicer is a superior deicer for effective winter road maintenance that's anti-corrosive and better for the environment than traditional road salt.

Enhanced Salt Brine is an enhanced hot mix solution for anti-icing and pre-wetting to help prevent bonding of ice to pavement and allows for less solid deicing material to be used.

Brine is our fully saturated brine, obtained from underground bedded salt deposits by deep well solution mining. This product is intended for a variety of uses including road stabilization and snow and ice removal.

| | | | |
|----|--|---|---|
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Subcategories should include: Brine making equipment Brine maker blending equipment Salt Brine Deicers Anti-icers | * |
|----|--|---|---|

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|-----------|------------------|--|---|
| 71 | Salt; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Cargill Road Safety is one of the largest providers of salt for winter maintenance. Cargill owns salt mines in Ohio and New York and we source salt and service all of the major state, county and municipal governments in the snow belt. Examples of this include State contracts with every US State that puts salt out to bid including states, but not limited too, New York, Ohio, Minnesota, Illinois, Pennsylvania, and many others. When counties go out to bid, Cargill consistently wins many of those bids as well and we provide salt for hundreds of counties in the snowbelt states. Some of the counties we service include Cuyahoga OH, Franklin OH, Orange NY, Kane IL and Hennepin MN. Finally, Cargill sells salt to thousands of cites, villages and municipalities around the US when they go out to bid and Cargill is awarded. Some of the cities include Milwaukee, Indianapolis, St. Paul, Cleveland, Toledo, Charlotte. |
| 72 | Brine; | <input checked="" type="radio"/> Yes <input type="radio"/> No | Cargill sells Enhanced Salt Brine. It is an enhanced hot mix solution for anti-icing and pre-wetting to help prevent bonding of ice to pavement and allows for less solid deicing material to be used. Brine is a fully saturated brine, obtained from underground bedded salt deposits by deep well solution mining. This product is intended for a variety of uses including road stabilization and snow and ice removal. |

| | | | |
|----|---|--|---|
| 73 | Anti-icing or or de-icing solids, liquids, and agents designed or intended for de-icing or anti-icing applications; | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Cargill Salt Treated with YPS (yellow prussiate of soda) anti-caking agent to help resist caking and prevent clumping, Cargill's bulk deicing salt is a standard for winter maintenance deicing programs. Each year Cargill sells millions of tons of road salt to government customers who require this product for servicing their roads.</p> <p>Cargill ClearLane® ClearLane® enhanced deicer is a pre-wet sodium chloride made from a patented liquid magnesium chloride formula and mixing process. Combined with pre-wetting and deicing agents, including a PNS-approved corrosion inhibitor, a coloring agent, and a leaching inhibitor, ClearLane® enhanced deicer is a superior deicer for effective winter road maintenance that's anti-corrosive and better for the environment than traditional road salt. This product is used by many of the States, Counties and Municipalities in the USA. It is known industry wide as a leader when temperatures fall below the use of normal rock salt as a solution that will bring roads back to safe and drivable during winter conditions.</p> <p>Enhanced Salt Brine is an aqueous solution of sodium chloride, calcium chloride and magnesium chloride that does not require any mixing. It is ready to use from the moment it is produced. It helps inhibit bound and scatter and may enhance the ice melting properties in temperatures colder than 15 degrees Fahrenheit.</p> |
| 74 | Storage tanks and systems designed to produce brine, anti-icing, or de-icing agents with related supplies and accessories | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>In addition to the extensive line of Cargill brine makers and blending systems that are part of this solicitation, Cargill has a relationship with one of the largest suppliers of storage tanks, F L Tanks in Marietta, Ohio. We have supplied tanks on many Sourcwell projects using this supplier to satisfy customer's requirements for tanks.</p> |

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | |
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Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Cargill Salt and Brinemaker Pricing.xlsx - Friday March 10, 2023 12:52:20
- [Financial Strength and Stability](#) - Cargill Inc and Cargill Salt.docx - Wednesday February 08, 2023 09:07:55
- [Marketing Plan/Samples](#) - Marketing Docs.zip - Tuesday February 14, 2023 15:21:43
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Forms.zip - Wednesday February 08, 2023 12:55:19
- [Standard Transaction Document Samples](#) - Example of Sourcewell Quote and Invoice.zip - Friday February 17, 2023 11:53:04
- [Upload Additional Document](#) - Sourcewell reports 2021 and 2022.zip - Wednesday February 08, 2023 09:18:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Anderson, District Sales Manager, Cargill, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_2_Salt_and_Brine_RFP_031423 Mon March 6 2023 04:36 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Salt_and_Brine_RFP_031423 Thu February 16 2023 02:52 PM | <input checked="" type="checkbox"/> | 1 |