



Solicitation Number: RFP#052919

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cargill Salt d/b/a Cargill Road Safety, 24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 July 17, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell 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 Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor 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.* Vendor 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). 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 7/16/2019 | 1:47 PM CDT

Cargill Salt d/b/a Cargill Road Safety

DocuSigned by:
By: Chet Womack
B3A073268567403...
Chet Womack

Title: Government Sales Lead

Date: 7/23/2019 | 4:39 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 7/16/2019 | 1:48 PM CDT

RFP#052919 - Salt, Brine, 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: Friday April 12, 2019 08:06:46

Submitted On: Monday May 27, 2019 18:16:42

Submitted By: Jim Anderson

Email: jim_a_anderson@cargill.com

Transaction #: e52853f8-bf59-40e7-ac03-612680d2bf7a

Submitter's IP Address: 167.136.242.104

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Cargill Salt d/b/a Cargill Road Safety
2	Proposer Address:	24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070
3	Proposer website address:	https://www.cargill.com/industrial/winter-road-maintenance/winter-maintenance
4	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):	Chet Womack Government Sales Lead 5502 Briarhill Dr. Floyds Knobs, IN 47119 chet_womack@cargill.com 812-914-1611
5	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
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chet Womack Government Sales Lead 5502 Briarhill Dr. Floyds Knobs, IN 47119 chet_womack@cargill.com 812-914-1611 Bill Miller Technical Services Specialist 395 O'Neill Street Dubuque, IA 52001 bill_miller@cargill.com 866-900-7258 563-590-4065 Aaron Keeney Road Safety Technical Services and Applications Lead 8119 Hopper Road Cincinnati, OH 45255 aaron_keeney@cargill.com

Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>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>	<p>Cargill has been in business for over 150 years. Today, it is the largest privately held company in the United States with over 155,000 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. 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.</p> <p>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>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>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.</p> <p>AccuBatch® Brine Maker</p> <p>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.</p> <p>AccuBrine® Automated Brine Maker NXT GEN</p> <p>This is a very easy to use yet sophisticated brine production system has significant benefits to customers and is capable of producing up too 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.</p> <p>AccuBrine® blend truck loading & blending system</p> <p>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.</p> <p>Cargill Salt</p> <p>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.</p> <p>Cargill ClearLane®</p> <p>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.</p>

9	What are your company's expectations in the event of an award?	Cargill has always had a positive relationship with Sourcwell that we also believe is beneficial to the customer. We would expect the award by Sourcwell to generate numerous sales that we would typically not win in a bid scenario. We would use this award to promote our equipment in every opportunity we have and always confirm with the prospect that they are a Sourcwell Member and Cargill has an awarded contract with Sourcwell. 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 Sourcwell member and how they can then acquire our equipment via Sourcwell.
10	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.	see attached financial strength document. Cargill is the largest privately held company in the USA. Annual revenues typically exceed \$120 Billion and profits are normally around \$3 Billion.
11	What is your US market share for the solutions that you are proposing?	Cargill continues to be the market share leader in Salt products. There are other companies that sell one or the other, but Cargill is the only company in the industry to sell both salt 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 company.
12	What is your Canadian market share, if any?	Cargill is the only company in Canada that sells both 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.
13	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.
14	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. We have 6 district managers overseeing their respective geographic locations, each with a network of dealers. 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 agencies looking at Cargill brine makers. We work together in order to provide the best brine maker solutions to 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 support the dealer personnel with a 3 tier service and support process. The Cargill and dealers work very closely together as an entire team to support our Sourcwell members.
15	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.	Our Cargill technicians go thru a rigorous apprenticeship training program for approximately one season to ensure technical proficiency in both installation and service. In addition, our technicians annually go thru both written and practical exams to ensure best possible customer support.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	No Suspensions or Disbarments to report.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There is no brine maker subcategory. This was confirmed by Kelly Pearson @ Sourcwell.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	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 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.
19	What percentage of your sales are to the governmental sector in the past three years	We sell a vast majority of our brine makers and salt to government. 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%.
20	What percentage of your sales are to the education sector in the past three years	Cargill sells brine makers and salt to colleges and universities across the USA. It is approximately +/- 5% of our overall sales a year.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold state salt contracts with many states throughout the USA. We also have state brine maker contracts with several states.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts.

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Harrison County Highway Department 1359 Old Highway 135 SW Corydon, Indiana 47112	Kevin J. Russel, PE Director/Engineer Work: 812-738-4600 Mobile: 812-267-3303	Work: 812-738-4600 Mobile: 812-267-3303
Street Department City of Murfreesboro 620 West Main Street Murfreesboro TN 37130	Raymond Hillis Superintendent- Engineering/Street Division City of Murfreesboro rhillis@murfreesborotn.gov (615) 893-4380	(615) 893-4380
City of Troy 336 Excalibur Blvd. Troy, Mo. 63379	Jeff Burkemper City of Troy Missouri Assistant Public Works Superintendent 336 Excalibur Blvd Troy, Mo. 63379 Ph. 636-528-4646 Fax 636-462-5215	636-299-2985
City of Longmont, CO Public Works Maintenance Facility 375 Airport Road Longmont, CO 80503	Jeff TerAvest (303) 651-8460 jeff.teravest@longmontcolorado.gov	(303) 651-8460

Top Five Government, Education or Non-profit Customers

Line Item 24. 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 *
MnDOT	Government	Minnesota - MN	Brine makers, white salt and ClearLane sales	Millions of dollars	Millions of dollars
ILDOT	Government	Illinois - IL	Brine makers and white salt	Millions of dollars	Millions of dollars
ODOT	Government	Ohio - OH	Brine makers and white salt	Millions of dollars	Millions of dollars
NYDOT	Government	New York - NY	Brine makers, white salt and ClearLane	Millions of dollars	Millions of dollars
PADOT	Government	Pennsylvania - PA	Brine makers, white salt and ClearLane	Millions of dollars	Millions of dollars

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	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. We have sales employees located in Boise, Idaho, Minneapolis, Minnesota, Chicago, Illinois, 2 based out of our home office in Cleveland, Ohio, and Pittsburgh, PA.</p> <p>The Cargill employee in Idaho covers the Western states including Idaho, Utah, Arizona, New Mexico, Montana, Nevada, Colorado, Wyoming, California, Washington, Oregon and Alaska.</p> <p>The employee in Minnesota covers the Dakotas, Minnesota, Wisconsin, Iowa, Nebraska, Kansas, Oklahoma and Texas.</p> <p>The Chicago employee covers Illinois, Michigan, Missouri, Arkansas, Louisiana and Mississippi.</p> <p>The first Ohio employee covers Ohio, Indiana, Kentucky, Tennessee, Alabama and Florida.</p> <p>The second Ohio employee covers Maine, New Hampshire, Vermont, Massachusetts, Connecticut and Rhode Island. The PA employee covers New York, Pennsylvania, Virginia, West Virginia, Delaware, Maryland, Washington D.C., Georgia and North and South Carolina.</p> <p>In Canada, we have 3 Cargill sales employees that work together without specific territories and cover Ontario to the east.</p> <p>In addition, we have a network of dealers focused on specific states. Monroe Truck Equipment in Wisconsin and Illinois. Long Island Sanitation - Greater NYC area Timmerman - NJ, and Orange & Rockland counties in NY Virginia Public Works & Equipment - MD & VA A & H Equipment - PA Canada Cubex covers the Provinces from Manitoba to the west SNT covers all Provinces from Ontario to the East.</p> <p>Finally, all sales employees for Cargill are interchangeable and support each other and our dealers. If needed, we go to an opportunity that is in another territory or assist a dealer with any sale that they need assistance. So, every state in the USA and Canada is covered by a Cargill employee as needed.</p>
26	Dealer network or other distribution methods.	<p>Long Island Sanitation - Greater NYC area Timmerman - NJ, and Orange & Rockland counties in NY Virginia Public Works & Equipment - MD & VA A & H Equipment - PA Canada Cubex & SNT</p>
27	Service force.	<p>Cargill services machines with a 3 tier process. We have employee technicians and dealer support in the USA and Canada. In addition, our dealers are trained to support all of our equipment. We ensure our dealers are always up to date on the latest technology and 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 dealers to ensure that there have been no lapses in service by doing surveys, face to face meetings and calls with customers.</p>
28	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.	<p>Cargill has many ways to connect with our customers. They all start with a call to our 800-600-7258 for salt and 866-900-7258 for brine makers.</p> <p>When a call comes in for a brine maker, it is answered from 8-5 M-F by an on call Cargill employee who is trained in servicing our machines. The Cargill employee can provide specific instructions on how to resolve an issue and a first line of defense strategy. 2. If needed, we have technicians who are strategically located throughout the USA and are trained in every aspect of the machine and travel to agency location to do work on our machines. We are typically able to successfully troubleshoot a machine within 1-2 hours by phone or up to 48 hours, for onsite, depending on schedules and the season. On calls after hours, we have an answering service that takes the calls, forwards to a beeper and calls are made to assess the situation and resolve or make plans for site visits to resolve the situation. Because we can remote access machines, if the agency allows us to do so, many situations are resolved via direct connection to the brine maker. If an agency does not permit remote access, we make plans with the agency on how best to timely resolve an issue.</p> <p>In addition, in dealer states, the dealer is the first line of service and then the agency also has direct access to our 866 # as well and goes thru the same process as previously described.</p> <p>Finally, in the summer, our technicians make annual trips to our customers to do maintenance, upgrades, updates, and any minor situations that are not critical to making brine but can enhance to use of the machine.</p>
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	<p>We cover all of North America, and specifically focus our attention on states that have winter related events including snow and ice. Brine is used where there is snow and ice, which tends to be almost every state in the USA and Canada except for very small geographical areas. We work directly with prospects thru Cargill sales people or our dealers, depending on the location of the opportunity.</p>

30	Identify any Sourcewell Member 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?	We can and do service all Sourcewell members. Typically we do not see non-profits purchasing brine equipment, but we can absolutely service any sector who is a member of Sourcewell. We verify if they are a Sourcewell member and let them know Cargill has a Sourcewell contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We have many machines in Alaska and sell, service, maintain and support them in the exact same way as in the lower 48. The only difference is we get on an airplane and fly to assist an Alaskan agency versus typically driving in the lower 48. We would service Hawaii the same way. Since brine makers and salt are more for winter maintenance, it would be rare that we would sell to Hawaii but we would service them exactly the same as the lower 48 if an agency from Hawaii purchased equipment or salt.

Marketing Plan

Line Item	Question	Response *
32	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. We have used those discussions many times to help add new members or at least create awareness of the benefits of being a member.
33	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, we do our own email blasts for tradeshow and products. 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.
34	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 wonderful benefits of being a member and signing the agencies up to take advantage of the buying power of the organization. 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 regularly 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.
35	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. All Cargill salt employees have the following message on their emails: Cargill Salt Store is now available 24/7. Ask us how you can manage your account online at www.Cargillsaltstore.com 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 over the past year.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Cargill offers white salt, treated salt, brine makers, truck fill stations and blending systems. We install, train and service 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 and a host of additional services. Cargill is known in the industry as having the premier service in the industry.
37	Describe any technological advances that your proposed products or services offer.	Our 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. No one else in the industry has this type of technology. We are also the only 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. 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. Our systems can fill at multiple volumes from small saddle tanks to large tankers.
38	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.	Our ClearLane product is the only salt product on the market that has the U.S. EPA Seal Design for the Environment. www.epa.gov/dfc Customers have claimed to have reduced their salt usage by up to 30%. It has been tested and proven to be a better salt alternative for the environment based on the formula to reduce chlorides introduced into the environment. The pre-wet characteristics of ClearLane make it adhere to the pavement better than regular salt. Once applied, the eco-conscious de-icing chemical additives melt the ice quicker, provide longer residual effects and melt ice at colder temperatures.
39	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.
40	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.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Our 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. No one else in the industry has this type of technology. We are also the only 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. 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. Our systems can fill at multiple volumes from small saddle tanks to large tankers. Cargill is 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 that "nurtures the world".
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We are absolutely willing, can and do offer our products to Sourcewell agency members in Canada. Cargill LTD sells all of our Road Safety products in our Canadian offices to our Canadian customers including Sourcewell member agencies.

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 *	
43	Do your warranties cover all products, parts, and labor?	Yes, we have a 1 year parts and labor warranty on all of our equipment.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our equipment has a general warranty with provisions.	*
45	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.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We are able to provide warranty and service work in every location we sell equipment.	*
47	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 our equipment are part of our warranty.	*
48	What are your proposed exchange and return programs and policies?	We would deal with it on a case by case basis. Our sales and technical teams work very closely with customers before the purchase to ensure there are not reasons to expect or need a return.	*
49	Describe any service contract options for the items included in your proposal.	Our 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	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	We are net 30 days.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We have begun working with National Cooperative Leasing. In the past, agencies called them direct. We are now working to promote the relationship that NCL has with Sourcewell and how they can use that relationship to purchase Cargill brine maker equipment.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders whether direct to an agency or via a dealer are processed thru the Cargill District Manager. We have fields in our Sales Force CRM system that identify if it is a Sourcewell sale, Sourcewell pricing, membership fee, what the Agency Member # is, etc. All Sourcewell related information is documented on our CRM automated order form and is captured at the moment it is placed into our system. We then track it for internal reporting as well as reporting to Sourcewell. Our finance dept. follows internal processes and compliance and also is internally audited on a regular basis to ensure compliance with all internal regulations.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We would entertain this type of payment process if requested.	*

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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 will provide the Sourcewell 2% fee along with a 2% discount to a Sourcewell Member for all brine makers. Individual SKU pricing is attached on the spreadsheet. Clear Lane Treated Salt will also be on a separate tab on the spreadsheet.
55	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.	2% discount 1 to 4 units purchased on one PO and an additional 1% (total 3%) for 5 or more units purchased on one PO for all brine makers.
56	Describe any quantity or volume discounts or rebate programs that you offer.	If an agency were to purchase more than 5 machines on 1 PO, they would get an additional 1% discount.
57	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.	Cargill will supply a quote for each such request.
58	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.	There are no additional costs to our equipment other than the price of the machine, labor and freight. If there are any custom requirements, Cargill will supply a quote for each such request.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, 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.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We source the most cost effective way to transport equipment to all locations including Alaska and Hawaii and anyplace in North America we sell our equipment, and the cost is passed on to the customer without markup.
61	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.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	2% discount 1 to 4 units on one PO and an additional 1% (total 3%) for 5 or more on one PO. Pricing for ClearLane treated Salt is also included on a separate tab on the spreadsheet.

Audit and Administrative Fee

Line Item	Question	Response *
63	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 Members 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.	We have an entire team that verifies and manages orders and billing. 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.
64	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.

Industry Specific Questions

Line Item	Question	Response *
65	What environmental impacts or benefits do your products provide?	Using brine via a brine maker has a significant impact to the environment. It has been noted by leading industry analysts such as the Salt Institute and PNS, that agencies who use brine can reduce their salt usage by up to 30%. The Cargill brine maker system is calibrated so that it can automatically produce brine at the correct concentration and uses the correct amount of salt to make the most ideal brine, which also then reduces salt consumption and has a positive impact on the environment.
66	Describe the results of any reliability or durability testing on the equipment or products included in your proposal.	After design, Cargill conducts at least one year of field testing on equipment before putting into production. if any modifications are needed to make the machine more efficient, they will be implemented before going to production.
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.	Once we are awarded a contract, we have site specific requirements for optimal equipment operation. Once prepared, the sight contacts Cargill to confirm they are ready for installation. The technician installs the machine and runs the machine to ensure it is properly operating. Then training is provided for the maintenance and operations teams at the agency. After installation and training, the Cargill District Manager will follow up on a seasonal basis to ensure the machine is fully operational and we then offer maintenance and service contracts for optimization.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Sourcewell 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 Sourcewell.

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

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."

- [Financial Strength and Stability](#) - financial references letter 18-19.docx - Wednesday April 24, 2019 08:15:45
- [Marketing Plan/Samples](#) - Cargill RS Marketing Plan .docx - Wednesday April 24, 2019 12:40:10
- [WMBE/MBE/SBE or Related Certificates](#) - MN Depart Workforce Certificate (AAP) (003).pdf - Monday May 13, 2019 12:11:04
- [Warranty Information](#) - Warranty Documents 8-2016.zip - Wednesday April 24, 2019 08:22:42
- [Pricing](#) - Sourcwell product line pricing 2019-2020.xlsx - Monday May 27, 2019 15:31:32
- Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcwell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcwell, or any person, firm, or corporation under contract with Sourcwell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcwell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcwell for reasonable measures that Sourcwell takes to uphold such a data designation.

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.
 - Chet Womack, Cargill Road Safety Government Sales Lead

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant 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_1_Salt_Brine_RFP#052919 Fri May 10 2019 09:19 AM	<input checked="" type="checkbox"/>	--



RFP #052919
REQUEST FOR PROPOSALS
for
Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Proposal Due Date: May 29, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 29, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	April 11, 2019
Pre-proposal Conference:	May 9, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	May 22, 2019, 4:30 p.m., Central Time
Proposal Due Date:	May 29, 2019, 4:30 p.m., Central Time Late responses will not be considered.

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

Sourcewell is seeking proposals for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems, including, but not to be limited to:

Salt, brine, anti-icing, or de-icing, solids, liquids, and agents designed or intended for de-icing and anti-icing applications; and,

Storage tanks and systems designed to produce brine, and anti-icing or de-icing agents with related supplies and accessories.

The primary focus of this solicitation is on anti-icing or de-icing agents and related systems to produce anti-icing and de-icing agents. This solicitation should **NOT** be construed to include:

Permanent structures or temporary fabric covered structures designed or intended for the storage of salt or brine products.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies RFP #052417
2. Snow and Ice Handling Equipment, Supplies, and Accessories RFP #080818
3. Airport Runway and Emergency Equipment with Related Accessories RFP#030619

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

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operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member. However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

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V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

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- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Sourcewell RFP #052919

Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems
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Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;

- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



ADDENDUM ONE (1)
to that certain
Sourcewell RFP #052919
Issued by
Sourcewell (Formerly NJPA)
for the procurement of

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

Consider the following to be part of the above-titled RFP: Solicitation Schedule Update and insert sub-section V. G. "Opening":

1. Insert the following updated Solicitation Schedule, to include the Opening information:

* * *

Solicitation Schedule

Public Notice of RFP Published:	April 11, 2019
Pre-proposal Conference:	May 9, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	May 22, 2019, 4:30 p.m., Central Time
Proposal Due Date:	May 29, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	May 29, 2019, 6:30 p.m., Central Time **

**** SEE RFP SUB-SECTION V. G. "OPENING"**

2. Insert the following new sub-section V. G. "Opening":

* * *

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

* * *

End of Addendum

Acknowledgement of Addendum One (1) to RFP#052919 distributed via email and posted to the Sourcewell Procurement Portal on May 10, 2019, is required at the time of bid submittal.