BILL NO.: 20-0628

ORDINANCE NO.: 20-0305

INTRODUCED BY: COUNCIL MEMBER (s) Hendrickson

AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR HIGHWAY SALT 2020; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

WHEREAS, Jefferson County, Missouri, (hereafter, the “County”) in response to certain Invitations for Bids and Requests for Proposals issued by the County, received bids and proposals for the following items or services:

<table>
<thead>
<tr>
<th>BID NAME</th>
<th>NUMBER OF BIDS RECEIVED</th>
<th>DATE OF BID OPENING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway Salt 2020</td>
<td>6</td>
<td>6-2-2020</td>
</tr>
</tbody>
</table>

WHEREAS, after reviewing the bids and proposals set forth above, the Department of Public Works has determined that certain bids and proposals represent the

FILED
JUN 24 2020

Page 1 of 5

KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

Jefferson County, Missouri
Contract #: 20-0042
lowest and best bid for the respective items or services and met the bid or proposal specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bids and proposals to Cargill, Inc.- Salt, Road Safety for a term from 6-23-20 to 6-22-21 upon approval by the County Council and County Executive for up to $625,000.00 per term, for total amount not to exceed $625,000.00 for the term, subject to budgetary limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,

AS FOLLOWS:

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to the lowest and best vendor(s) bidding for each respective item or service as follows:

<table>
<thead>
<tr>
<th>BID NAME</th>
<th>Highway Salt 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>TERM</td>
<td>6-23-20 to 6-22-21</td>
</tr>
<tr>
<td></td>
<td>Upon approval by the County Council and County Executive</td>
</tr>
<tr>
<td>AMOUNT</td>
<td>Up to $625,000.00 per term, for total amount not to exceed $625,000.00 for the term, subject to budgetary limitations</td>
</tr>
<tr>
<td>AWARDED BIDDER</td>
<td></td>
</tr>
</tbody>
</table>
Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement attached hereto and incorporated herein by Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.
THIS BILL BEING DULLY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins

Council Member District 2, Renee Reuter

Council Member District 3, Phil Hendrickson

Council Member District 4, Charles Groetke

Council Member District 5, Tracey Perry

Council Member District 6, Daniel Stallman

Council Member District 7, James Terry

THE ABOVE BILL ON THIS 22nd DAY OF June, 2020:

✓ PASSED   ___ FAILED

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 23rd DAY OF JUNE, 2020.

THIS BILL WAS ______ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ______ DAY OF _________, 2020.

Dennis J. Gannon
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller
Ken Waller, County Clerk

BY:

[Signature]

Reading Date: 06-22-2020
JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 20-0042

Invitation for Bid: HIGHWAY SALT 2020

Date Issued: 5-5-2020

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, JUNE 2, 2020 AT 2:00 P.M. LOCAL TIME.

KURT WENGERT
Department of Public Works – Highway Division
636-797-5427
kwengert@jeffcomo.org

JACKIE TALARSKI
Department of Administrative Services
636-797-5380

Mail (3) Three Complete Copies With Vendor And Bid Information As Shown In Sample:

ORDINANCE
No. 20-0305

SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year terms with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Cargill, Inc.-Salt, Road Safety
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070
800-600-7258

Mary Meehan
Authorized Agent (Print)

Mary Meehan
Signature

Date: 5/29/2020
Tax ID #: 41-0177680

E-mail: salt_customercareroadsafety@cargill.com
Telephone #: 888-739-8705

Bidder's Initials: [Signature]
TABLE OF CONTENTS:

Legal Notice and Invitation for Bid
Table of Contents
Bid Requirements
Bid Response and Contract
Affidavit
Specifications

*REQUIRED DOCUMENTS*

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
   (County must be added as additional insured if awarded)

2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
   Obtain receipts at http://jeffersonmo.devnetwedge.com
   Or

2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.

3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)

4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)

5. Cooperative Bid Form (last page)

6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.

7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

*BIDS MAY BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY*
1.0 BID REQUIREMENTS
Bidder shall initial all pages and return where the Bid Document denotes “BIDDER'S INITIALS: _____”

1.1 BID SUBMISSION:
Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:
Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:
It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Counselor within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:
1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder’s risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:
Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:
It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:
Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:
Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:
Alternate Bids for items will be accepted except when stated “NO SUBSTITUTIONS”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.
1.10 INCORPORATION OF DOCUMENTS:
The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:
Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda’s prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Website. (www.jeffcomo.org).

1.12 INSURANCE:
The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor’s execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workers’ compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its’ forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, Insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRE A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADD AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required ( ) Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required ( ) Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be $1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required ( ) Not Required Worker’s Compensation Insurance:
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker’s compensation insurance limits as required by the statutes of the State of Missouri and Employer’s Liability with limits no less than $500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.
1.14 BID OPENINGS  
Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS  
Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County’s web-site address, www.jeffco.mo.org. NO COPIES of bid tabulations are sent to vendors.

2.0 BIDDER RESPONSE AND CONTRACT  

2.1 BIDDER REPRESENTATIONS:  
The Bidder, by executing the Bid form certifies that:
   A. The Bid complies with Invitation for Bid form and Bid Specifications.
   B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:  
No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at http://jeffersonmo.devnetwedge.com/ or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held, or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:  
A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:  
The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder’s most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:  
Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.
2.6 NON-EXCLUSIVE AGREEMENT:
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:
A. The term "County" means the Jefferson County, Missouri and its designated representatives.
B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
C. The term "IFB" means Invitation for Bid.
D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:
Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, testing, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:
County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:
Supplier shall not enter into any subcontract(s) in excess of $25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.
2.15 CHOICE OF LAW:
This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:
A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
D-1. If supplier fails to deliver the items required by the contract within the time specified; or
D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:
Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:
Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:
Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.
2.20 **ACTS OF GOD:**
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 **SELLER’S INVOICES:**
Invoices shall contain the following information: Contract number (if any), Purchase Order Number, item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 **APPROVAL:**
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 **RENEWAL OPTION:**
The County reserves the right to negotiate the contract for two (2) additional one-year terms with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County’s right to exercise the renewal option.

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

2.24 **INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**
Incorporated in the State of **Delaware**

2.25 **LITIGATION:**
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.
AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Mary Meehan (Name of Business Entity Authorized Representative) as Customer Care Representative I (Position/Title) first being duly sworn on my oath, affirm Cargill, Inc.-Salt, Road Safety (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to furnishing and delivery of bulk road salt (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Cargill, Inc.-Salt, Road Safety (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to furnishing and delivery of bulk road salt (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Mary Meehan
Authorized Representative’s Signature
Printed Name

Customer Care Representative I
Title
5/29/2020
Date

Subscribed and sworn to before me this 29 (DAY) of May, 2020 (MONTH, YEAR).

commissioned as a notary public within the County of Cuyahoga (NAME OF COUNTY)
Ohio (NAME OF STATE) and my commission expires on 9/25/22 (DATE).

Signature of Notary

JEAN R DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRIES 9/25/22

6/25/20
Invitation for Bid
9 of 14
Bidder's Initials
AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Cargill, Inc.-Salt, Road Safety (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Mary Meehan ____________________________________
Authorized Business Entity Representative’s Name
(Please Print) ____________________________________

Authorized Business Entity Representative’s Signature

Cargill, Inc.-Salt, Road Safety ____________________________
Business Entity Name

5/29/2020 ____________________________________
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

☐ Enroll and participate in the E-Verify federal work authorization program
(Website: http://www.dhs.gov/e-verify;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☑ Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee’s, subgrantee’s, contractor’s, or subcontractor’s name, then no additional pages of the MOU must be submitted).
SPECIFICATIONS FOR HIGHWAY SALT

Jefferson County will purchase up to 11,000 tons of bulk salt to be delivered to Highway Maintenance garages located in Jefferson County. A portion of this salt will be used for making a salt brine solution for use during snow emergencies.

All material provided shall meet the requirements of ASTM D 632-99 Type I Grade 1 for highway salt intended for highway deicing. All salt shall be uncontaminated, clear of lumps, in a free flowing and usable condition. The salt shall be naturally drained of water with a moisture content of no more than 4%. Salt shall be treated with an anti-caking agent. Additionally, the salt to be provided for making of a salt brine solution should be clear of calcium carbonate (lime) or sand.

The County will sample and test the salt at delivery. Material not in conformance with the specification will be subject to rejection or adjustment in price.

All materials will be ordered immediately after award of the bid for delivery during Fall 2020. Delivery may be by dump trailer. Bid will be awarded or rejected within 45 days of opening. This is a firm order for the totals not to exceed the specified amounts in the base bid below with delivery included.

Price shall remain in effect until December 1, 2020

BASE BID:

BULK PRICE PER TON on up to 10,000 tons for Jefferson County Public Works Department, which includes hauling to the following delivery locations;

WEST GARAGE – 5275 Hwy. B, Hillsboro, Missouri 63050 – Order to be between 2,500-3,500 tons
$ 60.91 per ton delivered

EAST GARAGE – 2960 Lee Pyle Road, DeSoto, Missouri 63020 – Order to be between 2,500-3,500 tons
$ 60.91 per ton delivered

NORTH GARAGE – 6460 Hwy. MM, House Springs, Missouri 63051 – Order to be between 3,000-4,000 tons
$ 60.91 per ton delivered

SALT FOR BRINE SOLUTION – Material will be shipped to the North Garage; delivery will be discussed with the vendor at time of order – Order to be between 100-200 tons
$ 60.91 per ton delivered

Estimated time for Delivery after bid award: 3-5 Business days ARO

Alternative terms for this base bid may be submitted and will be considered:

None
ALTERNATE BID OPTION:

Jefferson County supports its Municipalities and other government agencies within the County by allowing Cooperative Procurement Contracts on County issued bids. If the bidder is receptive to participating in this potential opportunity, then please complete the Cooperative Bid Form that is a part of this invitation for bid.

BULK PRICE PER TON on an unspecified size order for Jefferson County Municipalities or other government agencies, which includes hauling to various delivery locations within the County;

22-25 minimum number of tons to be ordered by each agency

$ 60.91 per ton delivered

Estimated time for Delivery after bid award:

3-5 Business days ARO

Alternative terms for this bid option may be submitted and will be considered:

None

[Signature]
In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this ___ day of ___ 2020:

Cargill, Inc.- Salt, Road Safety
Company Name

Mary Meehan
Signature
Mary Meehan
Print

County of Jefferson, State of Missouri

Dennis J. Gannon County Executive

Company Address: 24950
Country Club Blvd., Suite 450
North Olmsted, OH 44070
Phone: 800-600-7258

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kathy L. Appell
County Auditor

APPROVED AS TO FORM

County Counselor

Invitation for Bid 13 of 14
COOPERATIVE BID FORM

Bid Name: Highway Salt 2020

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, is not a prerequisite for award, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value per order you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: $ to be determined on a case by case basis, depending on distance

BY: Mary Meehan

TITLE: Customer Care Representative I

COMPANY: Cargill, Inc.-Salt, Road Safety

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 800-600-7258 E-mail salt_customercareroadsafety@cargill.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI

Invitation for Bid 14 of 14 Bidder's Initials MM
POWER OF ATTORNEY
Cargill, Incorporated – Salt, Road Safety

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

Jim Anderson          Gail Hubbell          John Petryszyn
Thomas Bowling        Britney Ingold       Dana Richardson
Hannah Buchs          Kaitlyn L. Jackson    Sean M. Riley
Pamela S. Burcewicz  Tom Juhasz           Nagala Robinson
Deseree Caver         Sara Kaminski         Christine M. Rupert
Brigite Clark         Mary Kleiner          Anna Sarley
Patrick Connaughton   Amanda Knaus          Brittany Schwarz
Scott Cote            Denise A. Koch        Holly Sisetski
Lori Davidson         Sarah Liederbach   Ashley Sliffe
Jean Davis            Alison Marineck       Catherine Staker
Tony DiPietro         Mary Meehan           George Varga
Adam Donegan          Carrie Messer          Deborah D. Williams
Katelyn Duché         Bill Miller            Rob Wilder
Chris Gampfer         Raven Mitchell       Roger Wilson
Nadine Gilbert        Jamie Napier          Chet Womack
Jim Hart              Angele Peterson

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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 27th day of August, 2019.

Cargill, Incorporated

By:  _____________________________
    David R. Henstrom, Vice President, Cargill Salt

Attest: ___________________________
       Lakeci M. Hill, Assistant Corporate Secretary

15222511
STATE OF OHIO

COUNTY OF CUYAHOGA

) ss

On May 29, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Mary Meehan known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public

JEAN R. DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 4/24/22
May, 29, 2020

To Whom It May Concern:

Cargill Incorporated - Deicing Technology Business Unit is an American based corporation. The salt we propose to supply for your deicing requirements is mined in Avery Island, LA. Cargill has several domestic stockpiles conveniently located for your salt requirements. The primary stockpiles to be used for your contract are located in Venice, IL.

For quick deliveries to your storage locations or emergency pick-ups, please call 1-800-600-7258.

Please consider the "BUY AMERICAN" clause when awarding this contract, as well as the close proximity of our stockpiles to your location.

Sincerely,

Mary Meehan
Customer Care Rep. 1
ARTICLE I
PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and CareOne ID Checking Technologies (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.


ARTICLE II
FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(e)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOME AND SECURITY

1. Upon completion of the Form I-9 by the employee and the employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

   - Automated verification checks on newly hired alien employees in electronic means, and
   - Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
Company ID Number: 68378

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before the individual initiates any queries.
   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
   • If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity).
   • If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, List B or List C documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a
rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day period extends until it is again operational in order to accommodate the Employer's attempt to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a: (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of
a photo non-match, does not mean, and should not be interpreted as, an indication that
the employee is not work authorized. In any of the cases listed above, the employee must be provided
the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274b of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or reinstatement practices because of his or her national origin or in the case of a protected individual as defined by the INA, because of his or her citizenship status. The Employer's unlawful practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and discrimination against eligible employees based upon tentative nonconfirmations, and that any immigration-related employment practices provisions of the INA could result in civil penalties pursuant to section 274b of the INA and the termination of the Employer's participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.
ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.

4. The Employer agrees not to ask the employee to obtain a writtenout from the Social Security Number database (the Namidcet) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when
the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

**ARTICLE IV**

**SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with internet access.

**ARTICLE V**

**PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even
Company ID Number: 68378

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Cargill Deicing Technologies

Kathy A Blaha
Name (Please type or print) Title

Electronically Signed 11/16/2007
Signature Date

Department of Homeland Security - Verification Division
Company ID Number: 68378

USCIS Verification Division

Name (Please type or print)  

Title

Electronically Signed

Signature

11/16/2007

Date
Company ID Number: 68378

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Cargill dining Technologies</td>
</tr>
<tr>
<td>Company Facility Address</td>
<td>24980 Country Club Blvd, Suite 450</td>
</tr>
<tr>
<td></td>
<td>North Olmsted, OH 44070</td>
</tr>
<tr>
<td>Company Alternate Address</td>
<td></td>
</tr>
<tr>
<td>County or Parish</td>
<td>CUYAHOGA</td>
</tr>
<tr>
<td>Employer Identification Number</td>
<td>410177680</td>
</tr>
<tr>
<td>North American Industry Classification Systems Code</td>
<td>523</td>
</tr>
<tr>
<td>Parent Company</td>
<td>Cargill, Incorporated</td>
</tr>
<tr>
<td>Number of Employees</td>
<td>500 to 999</td>
</tr>
</tbody>
</table>

Are you verifying for more than 1 site? If yes, please provide the number of sites verified in each State:

- LOUISIANA: 1 site(s)
- OHIO: 7 site(s)
- NEW YORK: 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Justin Marnell</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(440) 716-4683</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:Justin_Marnell@cargill.com">Justin_Marnell@cargill.com</a></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
</tbody>
</table>
### Company Information

**Company Name:** Cargill Deicing Technologies  
**Company ID Number:** 58378

### Physical Location:

- **Address 1:** 24950 Country Club Blvd, Suite 450  
- **City:** North Olmsted  
- **State:** OH  
- **Zip Code:** 44070  
- **County:** CUYAHOGA

**Employer Identification Number:** 410177680  
**Total Number of Employees:** 500 to 999  
**Corporate / Parent Company:** Cargill, Incorporated

### Organization Designation:

**Employer Category:**

**NAICS Code:** 523 - SECURITIES, COMMODITY CONTRACTS, AND OTHER FINANCIAL INVESTMENTS AND RELATED ACTIVITIES

**Total Hiring Sites:** 4  
**Total Points of Contact:** 1

---

https://e-verify.uscis.gov/emp/EmployerSummaryList.aspx  
01/22/10
### Company Summary List

<table>
<thead>
<tr>
<th>Previous</th>
<th>Next</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Location</th>
<th>Company ID Number</th>
<th>Company Name</th>
<th>City</th>
<th>State</th>
<th>Address 1</th>
<th>Access Method</th>
<th>Status</th>
<th>MOU Sign Date</th>
<th>Requested Termination</th>
<th>Rejection / Termination Date</th>
<th>Last Updated By</th>
<th>Last Update Date</th>
</tr>
</thead>
</table>

**Corporate Administration**
- Maintain Corporate Profile
- Add Corporate Administrator
- View Corporate Administrators
- Request Corporate Termination

**User Administration**
- Change Password
- Pwd Challenge Q&A
- Change Profile

**Reports**
- View Reports

---


01/20/10
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2019

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

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

PRODUCER 1-612-333-3323
Hayes Companies
80 South 8th Street
Suite 700
Minneapolis, MN 55402

INSURED
Cargill Incorporated, Its Subsidiaries, and Businesses *(see attached for additional named insureds)
PO Box 3612
Minneapolis, MN 55440-3612

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: OLD REPUBLIC INS CO
24147

COVERAGES
CERTIFICATE NUMBER: 56205842

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

<table>
<thead>
<tr>
<th>LIABILITY</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. NUM</th>
<th>INS</th>
<th>WDP</th>
<th>POLICY NUMBER</th>
<th>EXPIRY DATE</th>
<th>PER STATUTE</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>X</td>
<td>06/01/19</td>
<td>06/01/20</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL AUTO LIABILITY</td>
<td>X</td>
<td>X</td>
<td>06/01/19</td>
<td>06/01/20</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>X</td>
<td>X</td>
<td>06/01/19</td>
<td>06/01/20</td>
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</tr>
<tr>
<td>A</td>
<td>EXCESS WORKER'S COMP.</td>
<td>X</td>
<td>X</td>
<td>06/01/19</td>
<td>06/01/20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**SEE ATTACHED FOR ADDITIONAL INSURED/PRIMARY/NONCONTRIBUTORY/WAIVER OF SUBROGATION.

Evidence of Insurance.

CERTIFICATE HOLDER CANCELLATION

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
**Entities identified in the contract with the Named Insured are included as Additional Insureds on the Insured's General Liability and Automobile Liability policies, and coverage will be on a primary basis, where these are requirements in the written contract with the insured, subject to the policy terms and conditions. Waiver of Subrogation applies as respects Insured's General Liability, Automobile Liability and/or Workers' Compensation policy, where required by the written contract with the insured, subject to the policy terms and conditions.**

A partial listing of U.S. Subsidiaries and Businesses includes (but is not limited to):

- Cargill AgHorizons
- Cargill Animal Nutrition (Cargill Feed & Nutrition, Cargill Premix & Nutrition and Cargill Aqua Nutrition)
- Cargill Case Ready
- Cargill Cocoa and Chocolate, Inc.
- Cargill Corn Milling North America
- Cargill Decoking Technology
- Cargill Dressings, Sauces & Oils
- Cargill Dry Corn Ingredients, Inc.
- Cargill Financial Services Corporation
- Cargill Food Distribution
- Cargill Grain and Oilseed Supply Chain North America
- Cargill Kitchen Solutions, Inc.
- Cargill Malt
- Cargill Meat Logistics Solutions, Inc.
- Cargill Meat Solutions Corporation
- Cargill Beef
- Cargill Salt
- Cargill Specialty Seeds & Oils
- Cargill Texturizing Solutions
- Cargill Turkey Production, LLC
- Cargill Value Added Protein
- Cargill Turkey & Cooked Meats
- G & M Stevedoring Co., Inc.
- Provimi North America, Inc.
- Toshoku America, Inc.
- Five Star Custom Foods LTD
- Diamond V Mills, LLC
- D V Technologies, LLC
- Embria Health Sciences, L.L.C.
- Pro-Pet
- EMOS U.S.A., Inc.
Product Description and Application

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

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

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

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

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

Physical Information

Chemical Analysis

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Typical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Chloride (%) C6 H5 Cl</td>
<td>99.0</td>
</tr>
<tr>
<td>Water Insolubles %</td>
<td>2.0 max.</td>
</tr>
<tr>
<td>Surface Moisture %</td>
<td>1.0 max</td>
</tr>
<tr>
<td>Yellow Prussiante of Soda* ppm</td>
<td>50</td>
</tr>
</tbody>
</table>

*S Optional anti-caking agent

Sieve Analysis

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Opening inches</th>
<th>Opening micron</th>
<th>Typical %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve - US 1/2 Mesh Retained</td>
<td>0.500</td>
<td>15000</td>
<td>100</td>
</tr>
<tr>
<td>Sieve - US 3/8 Mesh Retained</td>
<td>0.375</td>
<td>9500</td>
<td>80</td>
</tr>
<tr>
<td>Sieve - US 4 Mesh Retained</td>
<td>0.187</td>
<td>4750</td>
<td>75</td>
</tr>
<tr>
<td>Sieve - US 8 Mesh Retained</td>
<td>0.0937</td>
<td>2390</td>
<td>42</td>
</tr>
<tr>
<td>Sieve - US 30 Mesh Retained</td>
<td>0.0032</td>
<td>600</td>
<td>10</td>
</tr>
</tbody>
</table>

Bulk Density

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Typical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pounds per Cubic Foot</td>
<td>75</td>
</tr>
<tr>
<td>Grams per Liter</td>
<td>1290</td>
</tr>
</tbody>
</table>

Product Configuration

<table>
<thead>
<tr>
<th>Product Name</th>
<th>SAP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Ice Control Salt</td>
<td>100011138</td>
</tr>
</tbody>
</table>

Why Cargill?

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

www.cargillsaltstore.com  Customer Service: (800) 600-SALT (7258)

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.
© 2019 Cargill, Incorporated. All rights reserved.
SALT-5892 (10/19)
www.cargillsalt.com
www.cargilldeicing.com
SAFETY DATA SHEET

1. Identification

Product identifier: Bulk Ice Control Salt with YPS
Other means of identification: NB2
Synonyms: Sodium Chloride (Salt), * Ice Control Salt.
Recommended use: Salt may be intended for food or animal feed (agricultural) as well as several industrial applications including deicing and water conditioning.
Recommended restrictions: None known.
Manufacturer/Importer/Supplier/Distributor information
Manufacturer
Company name: Cargill Incorporated
Address: Minneapolis, MN 55440
Telephone: 1-866-365-7258
Website: www.cargillsalt.com
Emergency telephone number: CHEMTREC (800) 424-9300

2. Hazard(s) identification

Physical hazards: Not classified.
Health hazards: Not classified.
OSHA defined hazards: Not classified.

Label elements
Hazard symbol: None.
Signal word: None.
Hazard statement: The mixture does not meet the criteria for classification.
Precautionary statement
Prevention: Observe good industrial hygiene practices.
Response: Wash hands after handling.
Storage: Store away from incompatible materials.
Disposal: Dispose of waste and residues in accordance with local authority requirements.

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

3. Composition/information on ingredients

Mixtures

<table>
<thead>
<tr>
<th>Chemical name</th>
<th>CAS number</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Chloride</td>
<td>7647-14-5</td>
<td>95.8-99.8</td>
</tr>
<tr>
<td>Sodium Ferrocyanide Decahydrate</td>
<td>13601-19-9</td>
<td>0.0050-0.0100</td>
</tr>
</tbody>
</table>

GRAS Substance (Generally Recognized As Safe).

4. First-aid measures

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

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

Eye contact: Rinse with water. Get medical attention if irritation develops and persists.
Ingestion
Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed
Direct contact with eyes may cause temporary irritation.

Indication of immediate medical attention and special treatment needed
Treat symptomatically.

General information
Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures
Suitable extinguishing media
Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).

Unsuitable extinguishing media
Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical
During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters
Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire-fighting equipment/instructions
Use water spray to cool unopened containers.

Specific methods
Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards
This product is not flammable or combustible.

6. Accidental release measures
Personal precautions, protective equipment and emergency procedures
Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up
If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.

Environmental precautions
Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage
Precautions for safe handling
Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.

Conditions for safe storage, including any incompatibilities
Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

8. Exposure controls/personal protection
Occupational exposure limits
No exposure limits noted for ingredient(s).

Biological limit values
No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls
Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.

Individual protection measures, such as personal protective equipment
Eye/face protection
Unventilated, tight fitting goggles should be worn in dusty areas.

Skin protection

Hand protection
Wear appropriate chemical resistant gloves.

Other
Wear suitable protective clothing.

Respiratory protection
Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.

Thermal hazards
Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance
- Physical state: Solid
- Form: Crystalline solid
- Color: White to opaque

Odor: Halogen odor when heated
Odor threshold: Not available.

pH: Not available.

Melting point/freezing point: 1473.8 °F (801 °C)
Initial boiling point and boiling range: 2569 °F (1465 °C) (760 mmHg)
Flash point: Not available.
Evaporation rate: Not available.
Flammability (solid, gas): Not available.

Upper/lower flammability or explosive limits
- Flammability limit - lower (%): Not available.
- Flammability limit - upper (%): Not available.
- Explosive limit - lower (%): Not available.
- Explosive limit - upper (%): Not available.

Vapor pressure: 2.4 mm Hg (1376.6 °F (747 °C))
Vapor density: Not available.
Relative density: 2.16 (H2O = 1)

Solubility(ies)
- Solubility (water): 26.4 %

Partition coefficient (n-octanol/water): Not available.

Auto-ignition temperature: Not available.

Decomposition temperature: Not available.

Viscosity: Not available.

Other information
- Bulk density: 35 - 83 lb/ft³
- Molecular formula: NaCl
- Molecular weight: 58.44
- pH in aqueous solution: 6 - 9

10. Stability and reactivity

Reactivity: The product is stable and non-reactive under normal conditions of use, storage and transport.

Chemical stability: Material is stable under normal conditions.

Possibility of hazardous reactions: No dangerous reaction known under conditions of normal use.

Conditions to avoid: Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).

Incompatible materials: Avoid contact with strong acids. Becomes corrosive to metals when wet.

Hazardous decomposition products: May evolve chlorine gas when in contact with strong acids.
11. Toxicological information

Information on likely routes of exposure

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

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

Information on toxicological effects

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

<table>
<thead>
<tr>
<th>Components</th>
<th>Species</th>
<th>Test Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Chloride (CAS 7647-14-5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acute Oral: LD50</td>
<td>Mouse</td>
<td>4000 mg/kg</td>
</tr>
<tr>
<td>Other LD50</td>
<td>Rat</td>
<td>3000 mg/kg</td>
</tr>
<tr>
<td>Skin corrosion/irritation</td>
<td>Prolonged skin contact may cause temporary irritation.</td>
<td></td>
</tr>
<tr>
<td>Serious eye damage/eye irritation</td>
<td>Dust in the eyes will cause irritation.</td>
<td></td>
</tr>
<tr>
<td>Respiratory or skin sensitization</td>
<td>Not available.</td>
<td></td>
</tr>
<tr>
<td>Respiratory sensitization</td>
<td>Not available.</td>
<td></td>
</tr>
<tr>
<td>Skin sensitization</td>
<td>This product is not expected to cause skin sensitization.</td>
<td></td>
</tr>
<tr>
<td>Germ cell mutagenicity</td>
<td>No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.</td>
<td></td>
</tr>
<tr>
<td>Carcinogenicity</td>
<td>This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.</td>
<td></td>
</tr>
<tr>
<td>Reproductive toxicity</td>
<td>This product is not expected to cause reproductive or developmental effects.</td>
<td></td>
</tr>
<tr>
<td>Specific target organ toxicity - single exposure</td>
<td>Not classified.</td>
<td></td>
</tr>
<tr>
<td>Specific target organ toxicity - repeated exposure</td>
<td>Not classified.</td>
<td></td>
</tr>
<tr>
<td>Aspiration hazard</td>
<td>Due to the physical form of the product it is not an aspiration hazard.</td>
<td></td>
</tr>
</tbody>
</table>

12. Ecological information

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

<table>
<thead>
<tr>
<th>Components</th>
<th>Species</th>
<th>Test Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Chloride (CAS 7647-14-5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aquatic Crustacea EC50</td>
<td>Water flea (Daphnia magna)</td>
<td>340.7 - 469.2 mg/l, 48 hours</td>
</tr>
<tr>
<td>Fish LC50</td>
<td>Rainbow trout, donaldson trout (Oncorhynchus mykiss)</td>
<td>4747 - 7824 mg/l, 96 hours</td>
</tr>
<tr>
<td>Persistence and degradability</td>
<td>No data is available on the degradability of this product.</td>
<td></td>
</tr>
<tr>
<td>Bioaccumulative potential</td>
<td>No data available.</td>
<td></td>
</tr>
</tbody>
</table>
Mobility in soil  No data available.
Other adverse effects  None known.

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

14. Transport information
DOT  Not regulated as dangerous goods.
IATA  Not regulated as dangerous goods.
IMDG  Not regulated as dangerous goods.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code  Not applicable.

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

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)  Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)  Not listed.
Superfund Amendments and Reauthorization Act of 1986 (SARA)  Hazard categories  Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No
SARA 302 Extremely hazardous substance  Not listed.
SARA 311/312 Hazardous chemical  No
SARA 313 (TRI reporting)  Not regulated.
Other federal regulations  Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List  Not regulated.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)  Not regulated.
Safe Drinking Water Act (SDWA)  Not regulated.
US state regulations

US. Massachusetts RTK - Substance List
Not regulated.

US. New Jersey Worker and Community Right-to-Know Act
Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law
Not listed.

US. Rhode Island RTK
Not regulated.

US. California Proposition 65
California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance
Not listed.

International Inventories

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

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

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

Issue date: 12-August-2014
Revision date: -
Version #: 01

HMIS® ratings
Health: 1
Flammability: 0
Physical hazard: 0
Personal protection: A

Disclaimer

All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.
June9, 2020

Jackie Talarski
General Services/Contracts & Grants Manager
729 Maple St.
Hillsboro, MO 63050

Cargill, Incorporated – Salt, Road Safety does not own any real or personal property in Jefferson County.

In Affirmation thereof, the facts stated above are true and correct.

[Signature]
Deseree Caver
Authorized Representative’s Signature Printed Name

Customer Care Rep June 9, 2020
Title Date

Subscribed and sworn to before me this 12 of June, 2020. I am (DAY) (MONTH, YEAR) commissioned as a notary public within the County of (NAME OF COUNTY), State of Ohio and my commission expires on 9/25/22.

Signature of Notary Date

JEAN R DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9/25/22
# Evidence of Casualty Insurance

**Producer**  
Hays Companies  
IDS Center, Suite 700  
80 South 8th Street  
Minneapolis, MN 55402

**Phone No.** 612-333-3323  
**Fax No.** 612-373-7270

**Insured**  
Cargill, Incorporated,  
Its Subsidiaries, and Businesses  
PO Box 5612, MS-12  
Minneapolis, MN 55440-5612

## Insurers Affording Coverage

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Old Republic Insurance Company</td>
</tr>
</tbody>
</table>

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this document may be dispensed or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

### General Liability

<table>
<thead>
<tr>
<th>ABB</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>MWZY31361920</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>EACH OCCURRENCE: $15,000,000</td>
</tr>
</tbody>
</table>

### Automobile Liability

<table>
<thead>
<tr>
<th>A</th>
<th>ANY AUTO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ALL OWNED AUTOS</td>
<td>MWTB31362120</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>COMBINED SINGLE LIMIT (Each Accident): $15,000,000</td>
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</tbody>
</table>

### Excess/Umbrella Liability

<table>
<thead>
<tr>
<th>A</th>
<th>OCCUR</th>
<th>CLAIMS MADE</th>
<th>LIMITS</th>
</tr>
</thead>
</table>

### Workers Compensation and Employers' Liability

<table>
<thead>
<tr>
<th>A</th>
<th>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>NO</td>
<td>MWC31362020</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>E.L. EACH ACCIDENT: $15,000,000</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>A</th>
<th>EXCESS WORKERS COMPENSATION</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>(OH, USLH)</td>
<td>MWSX31361820</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>Statutory Excess $1,000,000 (SR)</td>
</tr>
</tbody>
</table>

Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions

See Attached Addendum

Authorized Signature: [Signature]

---
**EVIDENCE OF CASUALTY INSURANCE**

**PRODUCER**

Hays Companies  
IDS Center, Suite 700  
80 South 8th Street  
Minneapolis, MN 55402

**PHONE NO.** 612-333-3323  
**FAX NO.** 612-373-7270

**INSURED**

CARGILL, INCORPORATED,  
ITS SUBSIDIARIES, AND BUSINESSES  
PO BOX 5612, MS-12  
MINNEAPOLIS, MN 55440-5612

**INSURERS AFFORDING COVERAGE**

**INSURER A:** Old Republic Insurance Company

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this document may be dispensed or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER LETTER</th>
<th>POLICY TYPE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>MWZY31361920</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>EACH OCCURRENCE $15,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>DAMAGE TO REALIZED REDEMPTIONS (Each occurrence) $1,000,000</td>
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<tr>
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<td></td>
<td>MED EXP (Any one person) $10,000</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $15,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $50,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS-COMP/OP AGG $50,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>MWTB3138120</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>EACH OCCURRENCE (Combined Single Limit) $15,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per Person)</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per Accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per Accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE (Aggregate)</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>MWC31362020</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>E.L. EACH ACCIDENT $15,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE – EA EMPLOYEE $15,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>E.L. DISEASE – POLICY LIMIT $15,000,000</td>
</tr>
<tr>
<td>A</td>
<td>EXCESS WORKERS COMPENSATION</td>
<td>MWXS31361820 (OH, USLH)</td>
<td>06/01/20</td>
<td>06/01/21</td>
<td>Statutory Excess $1,000,000 SIR</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

**SEE ATTACHED ADDENDUM**

**AUTHORIZED SIGNATURE**

[Signature]
A Partial Listing of U.S. Subsidiaries and Businesses insured by the General and Automobile Liability policies includes (but is not limited to):

Cargill AgHorizons
Cargill Animal Nutrition (Cargill Feed & Nutrition, Cargill Premix & Nutrition and Cargill Aqua Nutrition)
Cargill BioIndustrials
Cargill Case Ready
Cargill Cocoa and Chocolate Inc.
Cargill Corn Milling North America
Cargill Dressings, Sauces & Oils
Cargill Dry Corn Ingredients, Inc.
Cargill Financial Services Corporation
Cargill Food Distribution
Cargill Grain and Oilseed Supply Chain North America
Cargill, Incorporated – Salt, Reed Safety
Cargill, Incorporated dba Truvia Company LLC
Cargill Kitchen Solutions, Inc.
Cargill Meat Logistics Solutions, Inc.
Cargill Meat Solutions Corporation
Cargill Beef
Cargill Salt
Cargill Specialty Seeds & Oils
Cargill Texturizing Solutions
Cargill Turkey Production, LLC
Cargill Value Added Protein
Cargill Turkey & Cooked Meats
D V Technologies, LLC
Diamond V Mills, LLC
Eddyville Chlor-Alkali LLC
Embra Health Sciences, L.L.C.
EWOS U.S.A., Inc.
Five Star Custom Foods LTD
G & M Stevedoring Co., Inc.
Provimi North America, Inc.
Pro Pet
Toshoku America, Inc.

PLEASE NOTE: Cargill Inc. and certain U.S. subsidiaries are self-insured for Workers' Compensation under the Federal Longshore and Harbor Workers' Compensation Act. Cargill and certain U.S. subsidiaries are self-insured for Workers' Compensation through the Department of Labor in the State of Ohio. Policy number MWXS31361820 provides Workers' Compensation coverage excess of the authorized self-insured limit in jurisdictions where Cargill or a Cargill subsidiary is self-insured. Cargill operations in North Dakota, Washington and Wyoming are insured for Workers' Compensation under the monopsonistic state fund of each state. The Workers' Compensation policy listed on the preceding page insures Cargill and non-self-insured U.S. subsidiaries in the remaining states where Cargill has operations or employees.

- Under the General Liability policy, Additional Insured—Vendors (CG 20 15) Any Vendor of the Named Insured Where Required by Written Contract, provided such contract was executed prior to the date of loss.
- Under the General Liability policy, Additional Insured status for persons or organizations, other than vendors, is provided under ISO Additional Insured endorsements, if required in a written contract with the Named Insured as described above, with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by any Named Insured's acts or omissions or the acts or omissions of those acting on any Named Insured's behalf in the performance of any Named Insured's ongoing operations, or in connection with any Named Insured's completed operations, equipment leased to any Named Insured.
- Under the General Liability policy, Additional Insured - Managers or Lessors of Premises (CG 20 11) is provided if required in a written contract with the Named insured as described above prior to the date of loss.
- Under the Automobile Liability policies, Additional Insured status is provided if required in a written contract with the Named Insured as described above.
- Under the General Liability, Automobile Liability and Workers Compensation policies, a Waiver of Subrogation is provided if required in a written contract with the Named Insured as described above.
- Contractual Liability (tort liability assumed in an "insured contract") is included under the Commercial General Liability and Automobile Liability policies.