

NOTICE TO BIDDERS

SEALED BIDS for the furnishing of varied quantities of Calcium Chloride, Cold Patch, Anti-Skid Aggregates, Anti-Skid Coal Ash, Oil, Antifreeze, Hydraulic Fluid, Windshield Washer Fluid and other items denoted in the bid excel sheet for the Winter 2023 JMPP will be received at the Office of the County Controller, 100 West Beau Street, Suite 403, Courthouse Square Office Building, Washington, PA 15301, until 11:00 A.M. Prevaling Time, on Tuesday, October 3, 2023 and immediately opened and read aloud therein. These bid proposals are being accepted by Washington County for participating municipalities in the Washington County Joint Municipal Purchasing Council. **Late Bids will not be accepted.**

The above-mentioned bid document may be obtained from the Washington County website at www.co.washington.pa.us. Vendors receiving bid request documents from the website are responsible for checking for contract changes at the website.

All bids must be submitted as **ONE ORIGINAL + ONE (UNBOUND) COPY** according to the specifications and upon a uniform bid document blank. Bidders may email their written request to the Washington County Purchasing Office to Dalton Thompson at dalton.thompson@co.washington.pa.us or to Randy Vankirk at vankirk@co.washington.pa.us. Any requests for clarifications are due to be received no later than ten days prior to bid opening. Inquiries will not be accepted orally or via phone.

Bid Securities are not required.

Washington County will not be held responsible for any incorrect information obtained from any source other than from Washington County.

SEALED BID ENVELOPE MUST BE MARKED:

**BID: Winter Joint Municipal Purchasing
Contract No. 100323-JMPP Winter**

The Washington County Commissioners reserve the right to reject any or all bid proposals.

ATTEST:

CYNTHIA B GRIFFIN
CHIEF CLERK

WASHINGTON COUNTY COMMISSIONERS:

DIANA IREY VAUGHAN, CHAIR
LARRY MAGGI, VICE CHAIR
NICK SHERMAN

To be advertised: September 7th and September 14th, 2023


PROPOSAL FORM

CONTRACT: JMPP WINTER 2023
WASHINGTON COUNTY
JOINT MUNICIPAL PURCHASING COUNCIL

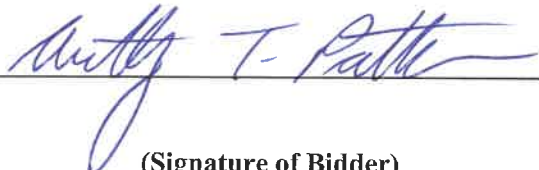
DATE: 9-27-2023

TO: WASHINGTON COUNTY COMMISSIONERS
CROSSROADS BUILDING
WASHINGTON, PA 15301

In accordance with the advertisement of the Washington County Commissioners, Crossroads Building, Washington, Pennsylvania, inviting bids for the furnishing of varied quantities of **Calcium Chloride, Cold Patch, Anti-Skid Aggregates, Anti-Skid Coal Ash, Oil, Antifreeze, Hydraulic Fluid, Windshield Washer Fluid and other items denoted in the bid excel sheet** for the Washington County Joint Municipal Purchasing Council, Washington, Pennsylvania, having examined the attached specifications and understanding the same, the undersigned proposes to furnish and comply with all of said specifications.

ATTEST:  Morton Salt, Inc.
Winnie Kuo, Assistant Secretary
(Secretary if bid by a Corporation) **Name of Bidder**

ADDRESS: 444 West Lake Street, Suite 2900, Chicago, IL 60606

 Anthony T. Patton
(Signature of Bidder) **Director, Bulk Deicing US Government Sales**
(Typed Name of Bidder-Must be an Officer)

Phone #: 855-665-4540

EMAIL: bids@mortonsalt.com

FAX: 312-896-9208

**WE ARE REQUIRED TO ISSUE A FORM 1099 FOR PAYMENTS PROCESSED
THIS FORM (Page 2) MUST BE RETURNED WITH BID PROPOSAL**

ALL BIDS MUST BE SUBMITTED

AS ONE ORIGINAL + ONE COPY

BY 11:00 A.M.

DATE OF BID OPENING

ALL SEALED BIDS MUST BE LABELED

Joint Municipal Purchasing

Contract No. 100323-JMPP-Winter

The following forms must be signed and returned with Bid Proposal. If the following forms are not signed and returned with Bid Proposal, your bid proposal will not be considered.

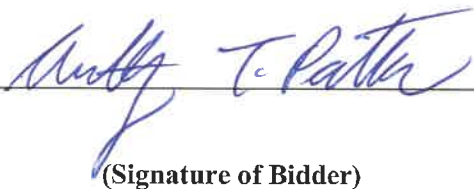
- 1. Proposal Form**
- 2. Signature Page**
- 3. Anti-Collusion Affidavit**
- 4. Requirements for Vendors doing Business with WC**
- 5. Excel Spreadsheet Pricing Listing**

VENDOR MUST SUBMIT UNIT COST PRICES AS REQUESTED IN BID PROPOSAL. FAILURE TO SUBMIT UNIT COSTS EXACTLY AS REQUESTED WILL CAUSE YOUR BID ON THAT ITEM NOT TO BE CONSIDERED. ALSO, DUPLICATE BIDS ON ONE ITEM ARE UNACCEPTABLE. ALL AWARDS WILL BE ON THE UNIT COST. UNIT COSTS SUBMITTED BY VENDOR MUST CALCULATE OUT EVENLY TO THE CASE COST AND TOTAL COST. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY INCORRECT UNIT COSTS SUBMITTED BY THE VENDOR. BID DOCUMENTS WHICH ARE NOT SIGNED BY INDIVIDUALS MAKING THEM SHALL HAVE ATTACHED THERETO A POWER OF ATTORNEY WITH AUTHORITY TO SIGN THE DOCUMENT IN THE NAME OF THE PERSON FOR WHOM IT IS ASSIGNED. BID DOCUMENTS SIGNED FOR A CORPORATION SHALL HAVE THE CORRECT CORPORATE NAME THEREON, AND THE SIGNATURE OF THE PRESIDENT OR THE PRESIDENT OR OTHER AUTHORIZED OFFICER OF THE CORPORATION MANUALLY WRITTEN BELOW THE CORPORATE NAME FOLLOWING THE WORD "BY _____." ANY DOCUMENT MANUALLY SIGNED BY AN OFFICIAL OTHER THAN THE PRESIDENT OF THE CORPORATION SHALL HAVE ATTACHED TO IT A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS DIRECTING AUTHORITY OF SUCH OFFICIAL TO SIGN THE BID DOCUMENT. THE BID DOCUMENT SHALL ALSO BEAR THE ATTESTING SIGNATURE OF THE SECRETARY OF THE CORPORATION, AND THE IMPRESSION OF THE CORPORATE SEAL.

Morton Salt, Inc.

Name of Bidder

ADDRESS: 444 West Lake Street, Suite 2900, Chicago, IL 60606


(Signature of Bidder)

Anthony T. Patton
Director, Bulk Deicing US Government Sales

(Typed Name of Bidder-Must be an Officer)

Phone #: 855-665-4540

EMAIL: bids@mortonsalt.com

FAX: 312-896-9208

THIS FORM MUST BE COMPLETED AND ATTACHED WITH ORIGINAL BID PROPOSAL.

SPECIAL INSTRUCTIONS

1. This is a joint purchasing program developed by Washington County and the Washington County Joint Municipal Purchasing Council.
2. The bid item quantities listed in each bid category are estimates only and the individual municipality reserves the right to purchase any part, all, more, or none of the materials specified.
3. Bids may include all items, or each item may be bid separately.
4. Both plant FOB price and delivered price are to be included for each bid item.
5. Bid prices are to be in effect DOA thru September 30, 2024.
6. The **participating municipalities themselves will make separate awards** to the lowest responsible bidder for each item.
7. Delivery is to be made on five days' notice from the municipality to the contractor. The successful bidder shall be required to execute a contract with the participating municipalities assuring prompt delivery as directed by an authorized municipal representative and in a manner provided for herein. In the event prompt delivery is not made, the contractor will be held responsible for the difference in cost of materials purchased elsewhere over that specified in the contract.
8. Locations for delivered products:

Municipalities – to a location within the municipality requesting products.

Washington County – to one of the following specified locations; the Washington County Bridge Department (Washington City); the Washington County Building and Grounds Department (Washington City); the Washington County Airport (South Franklin Township); or one of the Washington County Parks, Ten Mile Creek (East Bethlehem Township), Mingo Creek (Nottingham Township), Cross Creek (Hopewell Township and Cross Creek Township), or Panhandle Trail.
9. Vendor is required to download commodities list from the Washington County website in excel format. www.co.washington.pa.us Changes to the format including changes to the Item#, Description, Estimated QTY, will not be accepted. If packing specifications are different than the listed, please note.
 - A. Should a bidder find any discrepancies in the specifications, or should he be in doubt as to their meaning, he shall notify the owner at once, who will send a written Addendum to all bidders concerned. No interpretation of the meaning of the specifications, or other pre-bid documents will be made to the bidder orally. Bidders may email their written request to the Washington County Purchasing Office to Dalton Thompson at dalton.thompson@co.washington.pa.us or to Randy Vankirk at vankirk@co.washington.pa.us. To be considered request should be received at least (10) working days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

1. **SODIUM CHLORIDE (SALT)**

Sodium Chloride (Salt) – Price as per attached Bid Price Sheet, estimated quantity during contract period is **5,207 tons**.

Material specifications shall conform to PennDOT Pub 408, Section 722, conforming to requirements of ASTM D632, Type I, Grade 1.

NaCl – Sodium Chloride – Minimum Percent – 95.0.

2. **ANTI-SKID COAL ASH**

1. Price as per attached Bid Price Sheet, estimated quantities during contract period are: **Type 1 = 1660 tons, Type 1A = 3,220 tons, Type 4 = 720 tons**.

Material specifications shall conform to Section 703.2 (a) of PennDOT Pub 408 Table B Type C .

3. **ANTI SKID AGGREGATE:**

1. Price as per attached Bid Price Sheet, estimated quantities during contract period are **Type AS1 = 750 tons, Type AS2 and AS3 = 550 tons, and Type AS4 = 1,850 tons**.

Material specifications shall conform to PennDOT Pub 408 Section 703.4.

Supply is subject to inspection at time of loading.

4. **COLD PATCH**

Cold Patch – Price as per attached Bid Price Sheet, estimated quantity is **487 tons**.

Bituminous surfacing materials, known as PennDOT Mixture Cold Patch.

Material specifications shall meet the requirements as set forth in PennDOT Pub 408 Supplement Bulletins 25 and 27 .

5. **CALCIUM CHLORIDE**

Calcium Chloride – Price as per attached Bid Price Sheet, estimated quantity during contract period is **76 (50LB) BAGS of Type II Pellet**.

Material specifications shall be in conformity to requirements of AASHTO M 144, Type S, Grade 1, Class A or B.

D-98 Type II Pellet – CaCl – 90% minimum.

6. **MOTOR OIL**

Motor Oil – Price as per attached Bid Price Sheet.

Material specifications are to be in accordance with "Pennsylvania Commercial Item Description" (PCID No. 1062)

6.1: Estimated quantity during contract period is **8 drums – 5W30**

6.2: Estimated quantity during contract period is **1 drum – 10W30**

6.3: Estimated quantity during contract period is **1 drum – 10W40**

6A: Estimated quantity during contract period is **100 gallons -**

15W40 6B: Estimated quantity during contract period is **2 drums -**
15W40

7. **ANTIFREEZE**

Antifreeze – Price as per attached Bid Price Sheet, estimated quantities of **11 drums**.

Material specifications shall meet the requirements set forth by the Ford Motor Company, General Motors Company, and International Harvester.

8. **HYDRAULIC FLUID**

Hydraulic Fluid AW32 – Price as per attached Bid Price Sheet, estimated quantity of **12 drums**.

Material specifications shall meet the requirements set forth by make and model of machinery being used.

9. **OTHER**

Windshield Washer Fluid Price as per attached Bid Price Sheet.

9.2: Estimated quantity during contract period is **10 cases**.

9.1: Estimated quantity during contract period is **36 gallons**.

Material specifications shall meet the requirements set forth by make and model of machinery being used.

JMPP BID ITEMS LIST: PRICING PLANT FOB AND DELIVERED

<u>Aggregate/Commodity</u>	<u>PRICE PLANT FOB</u>	<u>PRICE DELIVERED</u>
<u>1. Sodium Chloride/Ton:</u>	\$87.00	\$87.44
<u>2. Anti-Skid Coal Ash/Ton</u>		
<i>2.1 Type 1:</i>	No Bid	No Bid
<i>2.2 Type 1A:</i>	No Bid	No Bid
<i>2.3 Type 4:</i>	No Bid	No Bid
<u>3. Anti-Skid Aggregate/Ton</u>		
<i>3.1 Type AS1:</i>	No Bid	No Bid
<i>3.2 Type AS2/3:</i>	No Bid	No Bid
<i>3.3 Type AS4:</i>	No Bid	No Bid
<u>4. Cold Patch/Ton:</u>	No Bid	No Bid
<u>5. Calcium Chloride</u>		
<i>5.1 Pellet Bags:</i>	No Bid	No Bid
<i>5.2 Pellet Tons:</i>	No Bid	No Bid
<u>6. Oil/Drums</u>		
<i>6.1 5W30:</i>	No Bid	No Bid
<i>6.2 10W30:</i>	No Bid	No Bid
<i>6.3 10W40:</i>	No Bid	No Bid
<u>6A 15W40/Gallon:</u>	No Bid	No Bid
<u>6B 15W40/Drum:</u>	No Bid	No Bid
<u>7. Antifreeze/Drum:</u>	No Bid	No Bid
<u>8. Hydraulic Fluid/Drum:</u>	No Bid	No Bid
<u>9. Windshield Washer Fluid</u>		
<i>9.1 Per Gallon:</i>	No Bid	No Bid
<i>9.2 Per Case:</i>	No Bid	No Bid

Estimated Quantities can be found on excel Spreadsheet on the County Website under related documents. Please note, these are estimates only and Washington County reserves the right to purchase less or more of each item based upon the submitted unit costs. This form is required for bid submission and will be tabulated following bid opening.

INSTRUCTIONS TO BIDDERS

1. **Bidder Responsibility** – Bidder is expected to be thoroughly familiar with all specifications and requirements of this bid. Failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Bid. By Submitting a Response, you are presumed to concur with all terms, conditions and specifications of this Bid unless you have specifically, by Section number, raised objection in writing and submitted it with your bid. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

2. Bidder may withdraw his bid by making a properly authorized and executed written application to the Controller's office prior to the deadline for the submission of bids. Certain bids may be withdrawn after the bid opening if in compliance with the act of January 23, 1974, P.L. 9 No.4 : 1 et seq. 73 PS : 1601 et seq.

3. **Contract** – By submitting a bid, the Bidder warrants that if the County makes an award to the Bidder, the Bidder shall, at the option of the County, enter into a written contract with the County. This contract shall consist of the terms and conditions set forth in the Bid, Bulletins (if applicable), Specifications, and these Instructions to Bidders. If no bid bond or substitute is required and Bidder shall pay to the County the difference in the amount specified in bid and the amount County shall pay to fulfill the specifications.

4. **Permits and Fees** - If applicable, the Contractor shall secure and pay for, all permits, fees licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the agreement and which are legally required.

5. **Other Entity Use** - The successful Bidder may be requested to convey the bid prices, contract terms and conditions to municipalities or other governmental agencies within the County of Washington.

All orders, deliveries and invoices will be the responsibility of the participating governmental agencies. Washington County will not be responsible for any orders, deliveries and invoices placed by the participating governmental agency.

6. **Contract Approval** – The Washington County Board of Commissioners must approve the contract resulting from this solicitation.

A sample contract may be attached for review as part of this solicitation. Exceptions to the County's standard contract form may result in rejection of the bid or proposal. The County will prepare a formal contract specific to this solicitation for execution by the successful Contractor & the Board of County Commissioners.

7. **Sample Form Contract** – The County's form contract may be attached as part of this solicitation. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the

form contract. Any and all exceptions must be submitted in writing in the vendor's bid response.

If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its sole and absolute discretion to deem the vendor non-responsive.

All vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

8. All contracts entered into will be executed in Washington County, Pennsylvania. The parties acknowledge that the jurisdiction and venue for any dispute or any occurrence hereby arising out of the contract or out of performance of the contract or any other matter relating to Washington County shall be in the Court of Common Pleas of Washington County, Pennsylvania, and in no other location. This provision shall be deemed to be an integral part of any contract entered into by any Contractor with Washington County.

9. There will be no changes to an executed agreement without prior written approval by the Board of County Commissioners in the form of an addendum or change order. Types of changes include but are not limited to change in scope of work, extension of contract terms, unit pricing or total cost.

10. The County is required by State and Federal regulations to determine if any employee or contractor or vendor is excluded from participation in any Medicare, Medicaid, or other health care program. If it has been determined that any employee or contractor, both individual and entity, is on the exclusion list, said individual or entity must be reported to the Department of Public Welfare's Bureau of Program Integrity (BPI). Furthermore, in order to preserve funding through these programs, the County is required to immediately terminate excluded employees and to immediately terminate any contact with any vendor who is either on an exclusion list or employs an individual or individuals who are on such lists.

Federal health care programs (including Medicaid and SCHIP programs) are prohibited from paying for any goods or services furnished, ordered, or prescribed by excluded individuals or entities. Washington County will have no alternative but to cancel any existing contracts with excluded vendors or vendors who employ an excluded individual or entity. The County will not be responsible for any payment of goods or services furnished, ordered, or prescribed by excluded individuals or entities. Bidders responding to bids or proposals affected by these regulations accept an affirmative duty to verify that neither Bidder nor Bidder's employees have been excluded from participation in Medicare, Medicaid, or any other health care program pursuant to Pennsylvania Department of Public Welfare (DPW) Medical assistance recommendations interpreting the United States

Department of Health and Human Services' Office of Inspector General's regulations.

All County contracts with any contractor identified as meeting the criteria requiring exclusion screening must include the requirement that the contractor will develop and institute exclusion screening policies and procedures that conform to DPW recommendations and County requirements to assure compliance with federal regulations concerning suspension/debarment of all covered individual and entities.

11. Washington County may request a complete background search of any individual working on County projects to determine if the individual has committed any serious acts and has been cleared by the Pennsylvania State Police before being hired by the Contractor and placed on the job in County facilities.

12. Washington County may request proof of financial stability. Request for financial statements may be for the past three years or other methods of proof. The County may secure financial information about the Bidder from third-party sources such as, but not limited to, credit reporting agencies, Dun & Bradstreet, and other firms to which the Bidder has provided services.

13. By submitting bid offer or proposal, Bidder certifies that Bidder does not and will not during the performance of this contract employ illegal undocumented workers or otherwise violate the provisions of the "Federal Immigration Reform and Control Act of 1986."

14. **SUBCONTRACTING** - Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the contractor, who, prior to such undertaking must receive the written approval of the Director of Purchasing. The County may terminate the contract if the subcontracting is done without the Director of Purchasing's approval. **Invoices relating to any work performed by a subcontractor are subject to non-payment if prior written approval has not been received by the Director of Purchasing.**

15. **TERMINATION** - This Agreement shall continue in force until the end of its term and shall automatically terminate at the end of its term unless County terminates this Agreement earlier by providing thirty (30) days' notice to Contractor of its intent to terminate.

County may terminate this Agreement at any time for any reason with or without cause; however, in the event County elects to terminate this Agreement, Contractor shall be entitled to compensation for services provided up to the point of termination.

16. If any alleged errors are noted in the bid specifications, Bidder should immediately notify the county and, if confirmed, a bulletin shall be sent to all Bidders. A copy of all bulletins issued shall be submitted with the bid documents to the County.

17. In completing the bid documents, Bidder should not add, delete or vary any of the terms or conditions or the documents prepared by the County. If Bidder makes any substantial changes in any of the documents, the county may, in its discretion, either reject the bid or waive the discrepancy. Bidder warrants that all goods and services described by Bidder in its bid offer, and all samples submitted by Bidder to the County shall conform to the specifications. The Director of Purchasing & the County Solicitor may waive insubstantial errors in the bid offer and specifications.

18. Bidder must be merchant dealing in the goods and services on which they bid and must be qualified to advise as to their application and use. Bidder warrants, and must be able upon request, to demonstrate to possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

19. The County may, at its discretion, provide a bid form in electronic file (EXCEL spreadsheet format). If applicable for this project, the electronic file may be downloaded from our website, or is included with bid documents made available as outlined in the Invitation for Bids. Be advised that use of the bid form made available electronically is at the Bidder's discretion. Bidder assumes full responsibility for the integrity of the completed bid form submitted and acknowledges that no changes or alterations to the bid form structure or content, other than the Bidder's pricing, are allowed. Should any changes or alterations to the bid form structure or content be detected, the bid may be determined to be non-responsive and, therefore, disqualified.

The County reserves the right to correct formula errors on the bid form.

20. Bidder will quote price for such quantities as shown and no change in price will be made during the period of the contract.

21. Washington County reserves the right to add additional like supplies and/or service to existing bid contract throughout term of contract based on an agreed upon cost.

Additional like service or supplies are not to be provided without written approval. If prior approval has not been received, invoices are subject to **non-payment**.

22. All work or commodity exceeding \$21,300 must receive prior approval by the Board of County Commissioners.

23. One price only will be considered for each item. When two prices are quoted both will be rejected.

24. All items subject to testing after delivery.

25. Unless otherwise provided in the specifications, all goods supplied to the County will be from new, unused, or current stock.

26. **Warranty** - Unless otherwise noted by Washington County in the general terms and conditions, the Bidder warrants that all products, equipment, supplies, and or service delivered under this contract shall be covered by the industry standard or better warranty. All products and equipment shall carry a minimum industry standard manufacturer's warranty that includes materials and labor. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.

27. No Bidder may submit more than one bid for the same item, nor may he submit multiple by or through the agency of any partner, employee, or other person

28. By submitting a bid, the Bidder agrees to **DELIVER TO** the County, at the County's request at no additional cost to the County, samples of any goods or workmanship bid. Said samples will be returned to the bidder, if requested within ten (10) days of bid award; provided, however, that the County shall not be liable for damage to or destruction or consumption of these samples occurring in the ordinary course of reasonable inspection and testing. Inspection or testing by the County does not constitute a waiver of any claims or rights which the County would otherwise have with respect to the quality of goods or workmanship.

29. Unless otherwise provided in the specifications, any references in the specifications to the quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful Bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all. If the County requires more than the estimated quantity during the bid period, the Bidder shall supply such additional quantity at the per **UNIT COST** submitted in the bid offer or proposal.

30. Unless otherwise provided in the specifications, all prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all bids may be judged.

31. **Errors in Bids** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck the bids for possible errors. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her bid is accepted.

32. All billing is to be done on a monthly basis and in unit amounts indicated on bid. Invoices and delivery slips

must reference the contract number and bid item number. Invoices that do not reference the contract number, bid item number and the correct unit amounts will be returned. Billing must be current, any bills issued after 90 days will not be considered.

33. "Under Section 204(12) of the Tax Revenue Code sales of tangible personal property to Washington County are not taxable. Under Section 204(57) of the Tax Revenue Code the sale at retail by a construction contractor of building machinery and equipment and services thereto to Washington County is also not taxable. Purchases by a contractor are taxable to the contractor except for purchases that are not taxable pursuant to the above provisions."

34. Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

35. Bidder agrees and warrants that whenever the Bidder, in its bid offer, describes any goods by trade name, catalog number or "as per sample" the goods so described conform to the specifications. When a "name brand" is specified it is for reference only. The product supplied is to be of same quality as brand specified. If not noted, it will be assumed that the vendor is supplying name brand specified. Vendor must provide documentation and/or sample that alternate brand meets specifications.

36. **PRODUCT ENDORSEMENT:** Contracting with a vendor as a result of this Bid/RFP will not constitute an endorsement or suggestion, by Washington County, that the vendor's product or services are the best or only solution. In submitting a bid offer or proposal the vendor agrees to make no reference to Washington County in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Washington County Board of Commissioners.

37. Unless otherwise provided in the specifications, where more than one item is listed on the bid document, the County may make a single award covering all items listed, or a separate award for each item, or awards for any combination or combinations of items, whichever is in the best interest of the county.

38. **Equal Low Bids** - When tie bids occur, awards may be made on the following basis:
A) Past Performance
B) Local Supplier (Firm within Washington County)
C) Splitting awards

39. The County reserves the right to reject the bid of any Bidder who has failed to satisfactorily perform any obligations to the County.

40. The County reserves the right to reject all bids, if determines that such rejection is in the best interests of the County.

41. The County will not be responsible for any information provided by third-party sources. The County will not accept bid forms provided by third-party sources.

42. If a re-bid is required for any service/commodity, interested vendors must obtain revised documents provided by the County to be considered.

43. If this bid is subject to the "Steel Procurement Act", 1978, March 3, P.L. No. 3 : 1, 73 P.S. :1881, et seq., a certificate of such must be included.

44. Please submit OSHA Material Safety Data Sheet for any product containing hazardous substances to Washington County.

45. All bids are to be submitted in ink or typewritten. Sealed Bids will be received only between the hours of 9:00 A.M. and 4:30 P.M. at the Washington County Controller's Office, 100 West Beau Street, Ste 403, Washington PA 15301. Bid offers or proposals delivered to an address other than as specified, will not be considered. Washington County will not accept responsibility for bid offer or proposal being delivered by third-party carriers.

46. Unless stated otherwise, all items requiring delivery are to be delivered inside County building as designated by the Washington County Purchasing Agent. All prices must include inside delivery. The County will not pay for delivery charges.

47. All deliveries require "Proof of Delivery" signed by a County authorized representative. Washington County will not be responsible for any orders misplaced without a signed Proof of Delivery.

48. In the event prompt delivery is not made, the Contractor and/or his surety will be held responsible for the difference in costs of materials purchased elsewhere over that specified in the contract.

49. Washington County will have no financial obligations to any vendor for deliveries that do not meet our specifications. If item or items are not picked up within thirty (30) days of delivery, Washington County will dispose of them.

50. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to the bidder orally. Every request for such interpretation should be in writing addressed to Washington County Purchasing Office, 95 West Beau St. Suite 430, Washington PA 15301. To be considered the request must be received at least 10 days prior to the date fixed for opening of the bid.

51 Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001:

The contract shall be awarded, or all bids shall be rejected, within thirty days of the opening of the bids, except for bids subject to 62 Pa.C.S. (relating to procurement). Thirty-day extensions of the date for the award may be made by mutual written consent of the commissioners and any bidder who wishes to remain under consideration for award. The Washington County Board of Commissioners shall excuse from consideration any Bidder not wishing to agree to a request for extension of the date for the award and shall release such Bidder from any bid bond or similar bid security furnished under subsection (f).

52. Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001:

The Washington County Board of Commissioners may require that any bids advertised be accompanied by cash, a certified check, cashiers check, bank good faith check or other irrevocable letter of credit in a reasonable amount drawn upon a bank authorized to do business in this Commonwealth, or by a bond with corporate surety in a reasonable amount. Whenever it is required that a bid be accompanied by cash, certified check, cashier's check, bank good faith check or other irrevocable letter of credit or bond, no bid shall be considered unless so accompanied. Bid securities of unsuccessful Bidders shall be returned upon official award. Bid security of successful Bidder shall be returned upon execution of an agreement.

53. Bid results are available for review by all vendors. Appointments to review bids are encouraged. Due to the time involved and the volume of bids processed bid tabulations are not mailed or read over the phone. The bid tabulation sheets are posted on the Washington County website for thirty (30) days after bid award. Website address: www.co.washington.pa.us.

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among its employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

ANTI-COLLUSION AFFIDAVIT
WASHINGTON COUNTY, PA

The undersigned deponent, deposes and says that he is the Director, Bulk Deicing US Government Sales of the bidder; that he is authorized to make this statement on behalf of the bidder, and he hereby certifies on behalf of the bidder that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting Competition with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid submitted by the bidder is made in good faith and not pursuant to any

agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

(6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

(7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other inconsistent with any of the statements and representations made in this Statement.

(8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(9) It is understood that if any incidents resulting in conviction or being found liable are, set forth in (10) below, the Pennsylvania Anti Bid Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a government agency under rules and regulations of that agency (language omitted).

(10) Morton Salt, Inc., its affiliates, (NAME OF BIDDER) subsidiaries, officers, directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby state that

Morton Salt, Inc.

(BIDDER)

understands and acknowledges that the above representations are material and important, and will be relied on by Washington County, Pennsylvania in awarding the contract(s) for which this bid is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Washington County, Pennsylvania of the true facts relating to the submission of bids for this contract.

Morton Salt, Inc.

(BIDDER)

By: Anthony T. Patton
Anthony T. Patton, Director, Bulk Deicing US Government Sales

Sworn to and subscribed before me the undersigned notary public this

27th day of September, 2023

Mariola Cruz
NOTARY PUBLIC

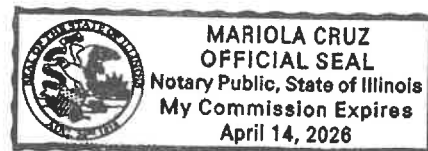
My Commission Expires: 4-14-2026

Contractor: Morton Salt, Inc.

By: Anthony T. Patton

Printed Name: Anthony T. Patton

Title: Director, Bulk Deicing US Government Sales



REQUIREMENTS FOR VENDORS DOING BUSINESS WITH WASHINGTON COUNTY

The awarded vendor must furnish and keep in full force, during the term of this contract, the following insurances:

Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

(1) Commercial General and Umbrella Liability Insurance.

(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence unless specified on addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). County of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington. There shall be no endorsement or modification of the CGL policy which limits coverage for liability arising from claims based on sexual abuse or molestation. If such an endorsement has been added to the Contractor's CGL insurance, Contractor shall be required to obtain separate insurance coverage for claims based on sexual abuse or molestation.

(2) Business Automobile and Umbrella Liability Insurance.

(a) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.

(3) Workers Compensation Insurance.

Contractor shall maintain Workers Compensation and Employers Liability Insurance.

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.

(4) Insurance Requirements for all Policies.

(a) Contractor waives all rights against County of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General

Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.

(b) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to County of Washington in this contract.

(c) If Contractor's Liability does not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(d) Prior to the commencement of terms of this contract, contractor shall furnish County of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(e) All certificates of insurance shall provide for 30 days' written notice to County of Washington prior to the cancellation or material change of any insurance referred to therein.

(f) Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(g) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option.

(h) The contractor must agree to hold harmless and indemnify Washington County and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the County of Washington and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The contractor insurance policy including: Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the County of Washington as additional insured.

(i) Certificates of Insurance must be delivered to Washington County within five (5) days after the award evidencing these coverages.

(j) Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the County with a Best Rating of A- or better.

Contractor: Morton Salt, Inc.

By: 

Printed Name: Anthony T. Patton

Title: Director, Bulk Deicing US Government Sales



Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name	● Safe-T-Salt
Synonyms	● Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)
CAS Number	● 7647-14-5
SDS Number/Grade	● 91006

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s)	● Ice Control
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1.3 Details of the supplier of the safety data sheet

Manufacturer	● Morton Salt, Inc. 444 W. Lake St. Chicago, IL 60606 United States
	● saltinfo@mortonsalt.com
Telephone (General)	● 312-807-2000

1.4 Emergency telephone number

Manufacturer	● 312-807-2000
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Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP	● Not classified
DSD/DPD	● Not classified

2.2 Label Elements

CLP	Hazard statements	● No label element(s) specifically required
DSD/DPD	Risk phrases	● No label element(s) specifically required

2.3 Other Hazards

CLP	● According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.
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DSD/DPD

- According to European Directive 1999/45/EC this preparation is not considered dangerous.

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

- OSHA HCS 2012
- Not classified

2.2 Label elements

- OSHA HCS 2012
- Hazard statements**
- No label element(s) specifically required

2.3 Other hazards

- OSHA HCS2012
- This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

- WHMIS
- Not classified

2.2 Label elements

- WHMIS
- No label element(s) specifically required

2.3 Other hazards

- WHMIS
- In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

Section 3 - Composition/Information on Ingredients

3.1 Substances

- Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

3.2 Mixtures

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	96% TO 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts
Yellow Prusslate of Soda	CAS:13601-19-9 EC Number:	<0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA

Prussian Blue	CAS:14038-43-8 EC Number:	<0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Salt w/Blue
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Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation

- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.

Skin

- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.

Eye

- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.

Ingestion

- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician

- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media ● Material is non-combustible. In case of fire use media as appropriate for surrounding fire.

Unsuitable Extinguishing Media

- No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards

- No unusual fire or explosion hazards known.

Hazardous Combustion Products

- No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions

- Wear suitable protective clothing, gloves, and eye/face protection.

Emergency Procedures

- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

- Containment/Clean-up Measures**
- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

- Handling**
- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

- Storage**
- Avoid storage with strong acids and strong oxidizing agents. Store in a dry place.

- Incompatible Materials or Ignition Sources**
- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines					
	Result	Canada Quebec	Germany DFG	Mexico	OSHA
Yellow Prusslate of Soda as Cyanide compounds	TWAs	Not established	Not established	5 mg/m ³ TWA LMPE-PPT (as CN) <i>as Cyanide compounds</i>	5 mg/m ³ TWA (as CN) <i>as Cyanide compounds</i>
	Ceilings	10 ppm Ceiling (as CN); 11 mg/m ³ Ceiling (as CN) <i>as Cyanide compounds</i>	2 mg/m ³ Peak (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established
	MAKs	Not established	2 mg/m ³ TWA MAK (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established

Exposure Control Notations

Germany DFG

•Yellow Prusslate of Soda as Cyanide Compounds: **Pregnancy:** (no risk to embryo/fetus if exposure limits adhered to (calculated as CN)) | **Skin:** (skin notation)

8.2 Exposure controls

- Engineering Measures/Controls**
- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

- Respiratory**
- In case of insufficient ventilation, wear suitable respiratory equipment.

- Eye/Face**
- Wear safety glasses.

- Skin/Body**
- Wear appropriate gloves.

- General Industrial Hygiene Considerations**
- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Key to abbreviations

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.
Color	Colorless, white or multicolored.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	5 to 8
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)
Viscosity	Not relevant	Explosive Properties	Not relevant.
Oxidizing Properties:	Not relevant.		
Volatility			
Vapor Pressure	1 mmHg (torr) @ 865 C(1589 F) Not relevant	Vapor Density	Data lacking
Evaporation Rate	Data lacking		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Notflammable.		
Environmental			
Octanol/Water Partition coefficient	Data lacking		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

GHS Properties	Classification
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

- No data available.

Ingestion**Acute (Immediate)**

- Ingestion may cause the following symptoms -diarrhea.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information**12.1 Toxicity**

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations**13.1 Waste treatment methods****Product waste**

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user

- None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

- Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No
Prussian Blue	14038-43-8	No	No	No
Yellow Prussiate of Soda	13601-19-9	No	Yes	Yes

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EUEINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prussiate of Soda	13601-19-9	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes
Prussian Blue	14038-43-8	No	Yes	Yes
Yellow Prussiate of Soda	13601-19-9	Yes	Yes	Yes

Australia

Labor

Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

Australia - High Volume Industrial Chemicals List

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5

Australia - List of Designated Hazardous Substances - Classification

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Self classification required
- Sodium chloride 7647-14-5 Not Listed

Environment

Australia - National Pollutant Inventory (NPI) Substance List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Ozone Protection Act - Scheduled Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Priority Existing Chemical Program

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Canada**Labor****Canada - WHMIS - Classifications of Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**Canada - CEPA - Priority Substances List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Europe**Other****EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico**Other****Mexico - Hazard Classifications**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico - Regulated Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States**Labor****U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		(XCN where X=H or any other group where a formal dissociation may occur. For example KCN or Ca[CN]2)
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.0 % de minimis concentration (X+CN- where X = H+ or any other group where a formal dissociation can be made. For example KCN or Ca(CN) ₂ . Chemical Category N106)	
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.2 mg/L (total, wastewater); 590 mg/kg (total, nonwastewater); 0.86 mg/L (amenable, wastewater); 30 mg/kg (amenable, nonwastewater)	
• Sodium chloride	7647-14-5	Not Listed

United States -California**Environment****U.S. - California - Proposition 65 - Carcinogens List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

• Prussian Blue	14038-43-8	Not Listed
-----------------	------------	------------

- | | | |
|---|------------|------------|
| • Yellow Prusslate of Soda | 13601-19-9 | Not Listed |
| • Yellow Prusslate of Soda as Cyanide compounds | | Not Listed |
| • Sodium chloride | 7647-14-5 | Not Listed |

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

- | | | |
|---|------------|------------|
| • Prussian Blue | 14038-43-8 | Not Listed |
| • Yellow Prusslate of Soda | 13601-19-9 | Not Listed |
| • Yellow Prusslate of Soda as Cyanide compounds | | Not Listed |
| • Sodium chloride | 7647-14-5 | Not Listed |

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

- | | | |
|---|------------|------------|
| • Prussian Blue | 14038-43-8 | Not Listed |
| • Yellow Prusslate of Soda | 13601-19-9 | Not Listed |
| • Yellow Prusslate of Soda as Cyanide compounds | | Not Listed |
| • Sodium chloride | 7647-14-5 | Not Listed |

U.S. - California - Proposition 65 - Reproductive Toxicity -Female

- | | | |
|---|------------|------------|
| • Prussian Blue | 14038-43-8 | Not Listed |
| • Yellow Prusslate of Soda | 13601-19-9 | Not Listed |
| • Yellow Prusslate of Soda as Cyanide compounds | | Not Listed |
| • Sodium chloride | 7647-14-5 | Not Listed |

U.S. - California - Proposition 65 - Reproductive Toxicity -Male

- | | | |
|---|------------|------------|
| • Prussian Blue | 14038-43-8 | Not Listed |
| • Yellow Prusslate of Soda | 13601-19-9 | Not Listed |
| • Yellow Prusslate of Soda as Cyanide compounds | | Not Listed |
| • Sodium chloride | 7647-14-5 | Not Listed |

United States - Pennsylvania**Labor****U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List**

- | | | |
|---|------------|------------|
| • Prussian Blue | 14038-43-8 | Not Listed |
| • Yellow Prusslate of Soda | 13601-19-9 | Not Listed |
| • Yellow Prusslate of Soda as Cyanide compounds | | |
| • Sodium chloride | 7647-14-5 | Not Listed |

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

- | | | |
|---|------------|------------|
| • Prussian Blue | 14038-43-8 | Not Listed |
| • Yellow Prusslate of Soda | 13601-19-9 | Not Listed |
| • Yellow Prusslate of Soda as Cyanide compounds | | Not Listed |
| • Sodium chloride | 7647-14-5 | Not Listed |

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information**Last Revision Date**

- 17/Nov/2017

Preparation Date

- 4/Jan/2010

Disclaimer/Statement of Liability

- The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees

and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available

CERTIFICATION

The undersigned, being the Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED:

9/27/2023



Brad Bacon
Secretary
Morton Salt, Inc.



EXHIBIT A

DELEGATION OF AUTHORITY

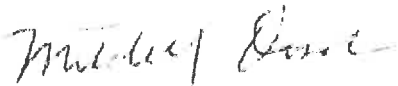
TO: Anthony Patton
Director, Bulk Deicing U.S. Government Sales

Pursuant to the authority granted to me as an officer of Morton Salt, Inc. (the "Company") per the Bylaws of the Company and by the resolutions adopted by the Board of Directors of the Company on August 13, 2021;

You are hereby designated as a person authorized to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company; being subject to any applicable limitations set forth in Company policies; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, withdrawn, amended or terminated.

Effective Date: September 1, 2021

Signed:



Mitchell Dascher
President, Highway & Chemical
Morton Salt, Inc.