

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 2024 JMPP will be received at the Office of the County Controller, 95 West Beau Street, Suite 430, Crossroads Building, Washington, PA 15301, until 11:00 A.M. Prevailing Time, on Tuesday, November 5th, 2024 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 two 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. 110524-JMPP Rebid Winter**

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

ATTEST:

CYNTHIA B GRIFFIN
CHIEF CLERK

WASHINGTON COUNTY COMMISSIONERS:

NICK SHERMAN, CHAIRMAN
ELECTRA JANIS, VICE CHAIR
LARRY MAGGI

To be advertised: October 28th and November 4th , 2024

PROPOSAL FORM

CONTRACT: JMPP REBID WINTER 2024
WASHINGTON COUNTY
JOINT MUNICIPAL PURCHASING COUNCIL

DATE: 11/01/24

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:  Compass Minerals America Inc.

(Secretary if bid by a Corporation)

Name of Bidder

ADDRESS: 9900 W. 109th St. Overland Park KS 66210

 Austin Hilbrands, Manager Highway Sales

(Signature of Bidder)

(Typed Name of Bidder-Must be an Officer)

Phone #: 800-323-1641

EMAIL: Highwaygroup@compassminerals.com

FAX: 913-338-7945

**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. 110524-JMPP- Rebid

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.

Compass Minerals America Inc.

Name of Bidder

ADDRESS: 9900 W. 109th St. Overland Park KS 66210



Austin Hilbrands, Manager Highway Sales

(Signature of Bidder)

(Typed Name of Bidder-Must be an Officer)

Phone #: 800-323-1641

EMAIL: Highwaygroup@compassminerals.com

FAX: 913-338-7945

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, 2025.
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 (2) 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 **2,390 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 = 950 tons, Type 1A = 1,350 tons, Type 4 = 50 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 = 470 tons, Type AS2 and AS3 = 470 tons, and Type AS4 = 100 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 **447 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 **6 (50LB) BAGS of Type II Pellet, 1 (1 Ton), and 70 flake bags**.

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 **4 drums, 6 cases – 5W30**
- 6.2: Estimated quantity during contract period is **1 drum, 6 cases – 10W30**
- 6.3: Estimated quantity during contract period is **5 drums – 10W40**
- 6A: Estimated quantity during contract period is **3 drums - 15W40**
- 6B: Estimated quantity during contract period is **100 gallons - 15W40**

7. **ANTIFREEZE**

Antifreeze – Price as per attached Bid Price Sheet, estimated quantities of **5 drums, 18 cases**.

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, 2 five gallon cases**. 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.

- 9.1: Cinders in Tons, Estimated quantity during contract period is **600 tons**
- 9.2: On Road Fuel, Estimated quantity during contract period is **3,000 gallons. 15W40 Diesel, 1 Drum**

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>
1. Sodium Chloride/Ton:	\$ 90.00	\$ 97.11
2. Anti-Skid Coal Ash/Ton		
2.1 Type 1:	No Bid	No Bid
2.2 Type 1A:	No Bid	No Bid
2.3 Type 4:	No Bid	No Bid
3. Anti-Skid Aggregate/Ton		
3.1 Type AS1:	No Bid	No Bid
3.2 Type AS2/3:	No Bid	No Bid
3.3 Type AS4:	No Bid	No Bid
4. Cold Patch/Ton:		
5. Calcium Chloride		
5.1 Pellet Bags:	No Bid	No Bid
5.2 Pellet Tons:	No Bid	No Bid
6. Oil/Drums		
6.1 5W30:	No Bid	No Bid
6.2 10W30:	No Bid	No Bid
6.3 10W40:	No Bid	No Bid
6A 15W40/Gallon:	No Bid	No Bid
6B 15W40/Drum:	No Bid	No Bid
7. Antifreeze/Drum:	No Bid	No Bid
8. Hydraulic Fluid/Drum:	No Bid	No Bid
9. Windshield Washer Fluid, Cinders, On Road Fuel, 15W40 Diesel		
9.1 :	No Bid	No Bid
9.2 :	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.

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.
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
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 Manager Highway 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) Compass Minerals America 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

Compass Minerals America 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.

Compass Minerals America Inc.

(BIDDER)

By: AH Austin Hilbrands, Manager Highway Sales

Sworn to and subscribed before me the undersigned notary public this

1st day of November, 20 24

AH

NOTARY PUBLIC)

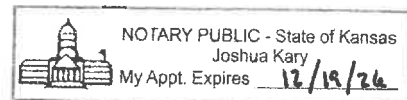
My Commission Expires: 12/19/26

Contractor:

By: AH By Compass Minerals America Inc.

Printed Name: Austin Hilbrands

Title: Manager Highway 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:

By:  By Compass Minerals America Inc.

Printed Name: Austin Hilbrands

Title: Manager Highway Sales

(JMPP) Joint Municipal Purchasing Program-Washington County Winter 2024
 Effective DOA thru September 30, 2025

REFER TO INDIVIDUAL BID FORMS FOR NOTES OR ADDENDUMS						
Bid Doc Item#	Material/Location	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
1	Sodium Chloride (Salt) Type 1, Grade 1	Tons				
	Amwell	1000	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11
	Carroll	500	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11
	Monongahela	250	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11
	Nottingham	500	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11
	West Finley	40	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11
	Washington County - Parks	100	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11	\$90.00/ \$97.11
	Total:	2390	\$215,100/ \$232,092.90			
	Magnesium Chloride	Bags				
	Carroll	6	No Bid	No Bid	No Bid	No Bid
	Waiting for Carroll to provide a bid spec for us...		No Bid	No Bid	No Bid	No Bid
	Total:	6	No Bid	No Bid	No Bid	No Bid
2.1	Anti-Skid Coal Ash Type 1	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Buffalo	100	No Bid	No Bid	No Bid	No Bid
	East Bethlehem	50	No Bid	No Bid	No Bid	No Bid
	Hopewell	50	No Bid	No Bid	No Bid	No Bid
	Independence	250	No Bid	No Bid	No Bid	No Bid
	Nottingham	300	No Bid	No Bid	No Bid	No Bid
	West Finley	200	No Bid	No Bid	No Bid	No Bid
	Total:	950	No Bid	No Bid	No Bid	No Bid
2.2	Anti-Skid Coal Ash Type 1A	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Chartiers	250	No Bid	No Bid	No Bid	No Bid

	Donegal	200	No Bid	No Bid	No Bid	No Bid
	East Bethlehem	50	No Bid	No Bid	No Bid	No Bid
	Hopewell	50	No Bid	No Bid	No Bid	No Bid
	Nottingham	300	No Bid	No Bid	No Bid	No Bid
	South Strabane	500	No Bid	No Bid	No Bid	No Bid
	Total:	1350	No Bid	No Bid	No Bid	No Bid
2.3	Anti-Skid Coal Ash Type 4	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Hopewell - Type 37	50	No Bid	No Bid	No Bid	No Bid
	Total:	50	No Bid	No Bid	No Bid	No Bid
3.1	Anti-Skid Aggregate Type A51	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Buffalo	100	No Bid	No Bid	No Bid	No Bid
	Donegal	200	No Bid	No Bid	No Bid	No Bid
	East Bethlehem	50	No Bid	No Bid	No Bid	No Bid
	McDonald	20	No Bid	No Bid	No Bid	No Bid
	West Finley	100	No Bid	No Bid	No Bid	No Bid
	Total:	470	No Bid	No Bid	No Bid	No Bid
3.2	Anti-Skid Aggregate Type A52/A53	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Buffalo	100	No Bid	No Bid	No Bid	No Bid
	Donegal	200	No Bid	No Bid	No Bid	No Bid
	East Bethlehem	50	No Bid	No Bid	No Bid	No Bid
	Hopewell	100	No Bid	No Bid	No Bid	No Bid
	McDonald	20	No Bid	No Bid	No Bid	No Bid
	Total:	470	No Bid	No Bid	No Bid	No Bid
3.3	Anti-Skid Aggregate Type A54	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Buffalo	100	No Bid	No Bid	No Bid	No Bid
	Total:	100	No Bid	No Bid	No Bid	No Bid

4	Cold Patch	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Buffalo	10	No Bid	No Bid	No Bid	No Bid
	Carroll	40	No Bid	No Bid	No Bid	No Bid
	Donegal	66	No Bid	No Bid	No Bid	No Bid
	East Bethlehem	25	No Bid	No Bid	No Bid	No Bid
	Hopewell	25	No Bid	No Bid	No Bid	No Bid
	Houston	20	No Bid	No Bid	No Bid	No Bid
	Independence	100	No Bid	No Bid	No Bid	No Bid
	McDonald	15	No Bid	No Bid	No Bid	No Bid
	Monongahela	5	No Bid	No Bid	No Bid	No Bid
	Nottingham	20	No Bid	No Bid	No Bid	No Bid
	South Strabane	100	No Bid	No Bid	No Bid	No Bid
	West Finely	20	No Bid	No Bid	No Bid	No Bid
	Washington County - Parks	1	No Bid	No Bid	No Bid	No Bid
	Total:	447	No Bid	No Bid	No Bid	No Bid
5.1	Calcium Chloride	Pellet/Bags	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Carroll	6	No Bid	No Bid	No Bid	No Bid
	Total:	6	No Bid	No Bid	No Bid	No Bid
5.1	Calcium Chloride	Pellet/Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Chartiers	1	No Bid	No Bid	No Bid	No Bid
	Total:	1	No Bid	No Bid	No Bid	No Bid
5.1	Calcium Chloride	Flakes/Bags	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Independence	20	No Bid	No Bid	No Bid	No Bid
	South Strabane	50	No Bid	No Bid	No Bid	No Bid
	Total:	70	No Bid	No Bid	No Bid	No Bid
5.2	Calcium Chloride	Pellet Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Total					

6.1	5W30 Motor Oil	Drums	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Carroll	2	No Bid	No Bid	No Bid	No Bid
	Chartiers	1	No Bid	No Bid	No Bid	No Bid
	Independence	1	No Bid	No Bid	No Bid	No Bid
	Total:	4	No Bid	No Bid	No Bid	No Bid
6.1	5W30 Motor Oil	Cases	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Houston	2	No Bid	No Bid	No Bid	No Bid
	McDonald	4	No Bid	No Bid	No Bid	No Bid
	Total:	6	No Bid	No Bid	No Bid	No Bid
6.2	10W30 Motor Oil	Drums	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Chartiers	1	No Bid	No Bid	No Bid	No Bid
	Independence	1	No Bid	No Bid	No Bid	No Bid
	Total:	2	No Bid	No Bid	No Bid	No Bid
6.2	10W30 Motor Oil	Cases	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	McDonald	6	No Bid	No Bid	No Bid	No Bid
	Total:	6	No Bid	No Bid	No Bid	No Bid
6.3	10W40 Motor Oil	Drums	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Carroll	2	No Bid	No Bid	No Bid	No Bid
	Chartiers	1	No Bid	No Bid	No Bid	No Bid
	Independence	2	No Bid	No Bid	No Bid	No Bid
	Total:	5	No Bid	No Bid	No Bid	No Bid
6A	15W40 Motor Oil	Gallons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Total:					
6B	15W40 Motor Oil	Drums	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Donegal	1	No Bid	No Bid	No Bid	No Bid

8	Hydraulic Fluid	5 Gallon Cans	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Houston	2	No Bid	No Bid	No Bid	No Bid
	Total:	2	No Bid	No Bid	No Bid	No Bid
9.1	Cinders	Tons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Hopewell	500	No Bid	No Bid	No Bid	No Bid
	Washington County - Parks	100	No Bid	No Bid	No Bid	No Bid
	Total	600	No Bid	No Bid	No Bid	No Bid
9.2	On Road Fuel	Gallons	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	Independence	3000	No Bid	No Bid	No Bid	No Bid
	Total	3000	No Bid	No Bid	No Bid	No Bid
9.2	.15w/40 Diesel	Drum	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered	Price For FOB/ Price for Delivered
	West Finley	1	No Bid	No Bid	No Bid	No Bid
	Total	1	No Bid	No Bid	No Bid	No Bid

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

June 27, 2024

The undersigned, being the sole member of the board of directors (the “Board”) of Compass Minerals America Inc., a Delaware corporation (the “Corporation”), hereby consents in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation’s Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the “Authorized Signatories”) be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation’s Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Edward C. Dowling, Jr.	President and CEO
Jeffrey Cathey	Chief Financial Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
Ben Nichols	Chief Sales Officer
Brent A. Collins	Treasurer
Jared M. Campbell	Assistant Secretary
Gary R. Gose	Vice President, Tax and Assistant Secretary
Jon Schnieders	Vice President, Salt
Bill Crooks	Director, Customer Service
Joel Gerdes	Director, U.S. Highway Sales
Ryan Royer	Director of Sales – Chemical & MgCl ₂
Sean Lierz	Highway Sales Senior Manager
Jason Fritz	Highway Sales Manager
Austin Hilbrands	Highway Sales Manager
Julio Lopez	Highway Market Analyst
Tess Virden	Sales Manager

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

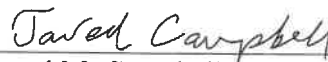
FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.



Jeffrey Cathey



Jared M. Campbell

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Compass Minerals America Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 9900 West 109th St., Suite 100	Requester's name and address (optional)
6 City, state, and ZIP code Overland Park, KS 66210	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	8		1	0	4	7	6	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Mary Wells</i>	Date ▶ <i>1/3/2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CREDIT INFORMATION

FIRM NAME: Compass Minerals America Inc. **PHONE:** (913) 344-9100
PRINCIPAL ADDRESS: 9900 W. 109th St., Suite 100 **FEDERAL ID CODE:** 48-1047632
Overland Park, Kansas 66210
MAILING ADDRESS: Same **DATE INCORPORATED:** 01/21/88
OTHER LOCATIONS: Chicago, IL; Duluth, MN; **DATE STARTED:** 1917
Ogden, UT; Lyons, KS; **TYPE OF BUSINESS:** Manufacturing
Cote Blanche, LA; Buffalo, NY

OFFICERS:

Edward C. Dowling, Jr.	President and CEO
Lorin Crenshaw	Chief Financial Officer
Jeffrey Cathey	Chief Accounting Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
Ben Nichols	Chief Sales Officer
James A. Vanderwel	Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
account-coordinators@wheelercat.com
801-978-1850 (fax)

H&E Equipment LLC
7500 Pecue Lane
Baton Rouge, LA 70809
225-756-3602
225-756-3621 (fax) attn. Teresa
tlalonde@he-equipment.com

Prince Agri Products
Contact: Kathy Irvin
229 Radio Road
Quincy, IL 62305
(217) 592-1332
(217) 223-2808 (fax)

Salerno Packaging Inc.
c/o Inteplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:

JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

Account No.: 581776991
Contact: Credit Reference Group
Tel: (817) 399-7201
Fax: (817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 30% of product passes 30-mesh screen

Chemical Analysis				
Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Typical Screen Data				
U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11 mesh)

Packaging			
Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624

Product Data Sheet



9900 West 109th Street -- Suite 100
Overland Park, Kansas 66210
Phone 800-755-7258 Fax 800-359-7258

DE-ICING ROCK SALT

PRODUCTION LOCATION

Goderich, Ontario

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	97.84	96 - 99
Calcium Sulphate	CaSO ₄	(%)	1.57	0.39 - 3
Magnesium Chloride	MgCl ₂	(%)	0.03	0 - 0.06
Moisture		(%)	0.12	0.00 - 0.30
Water Insolubles		(%)	0.22	0.09 - 0.36
Calcium	Ca	ppm	4452	2126 - 6778
Magnesium	Mg	ppm	69	1 - 161
Sulphate	SO ₄	ppm	10670	5096 - 16244

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

PHYSICAL PROPERTIES

Bulk Density 1220 kg/m³ (76 lbs/ft³)

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

USS Mesh	Tyler Mesh	Open (in.)	Ret. %	Range %	Cum %	Range %
0.500	0.500	0.500	0.3	0 - 2	0.3	0 - 2
3/8	0.371	0.374	4.0	0 - 8	4.3	0 - 9
4	4	0.187	25.8	17 - 34	30.1	19 - 41
8	8	0.0937	29.7	23 - 35	59.8	50 - 70
16	14	0.0464	18.8	14 - 24	78.6	72 - 85
30	28	0.0236	10.4	0 - 3	89.01	85 - 93
Pan	Pan		10.9	6 - 15	100.0	

Average Particle Size 0.013 inches (6.37 mesh)

ADMIXTURE

Yellow Prussiate of Soda (YPS) added - If requested by customer

Product Description and Codes	UPC code	Product Code
Bulk		6615



SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Chloride
Other means of identification Synonyms	Sifto Water Care Products, Sifto Safe Step Extreme, Safe Step 3500 Max-Blend, American Backwoods Animal Nutrition Products, American Stockman Animal Nutrition Products, Aspen, Aspen Blue, Sifto Canadian Stockman Animal Nutrition products, Commercial bulk rock salt, IceAway Turbo Plus, Safe Step Pro Series Econo Blend Blue 370, IceAway Rock Salt, IceAway Turbo, IceAway Turbo Blue, MaxiFonte, Natural Salt water care, Sun Soft Water Care Products, ProSoft water care products, QwikSalt, Safe Step 3300 Rock Salt, Safe Step 4300 Dual Blend, Safe Step 4300 Dual Blend Blue, Safe Step 6300 Enviro- Blend, Safe Step Pro Series 550, Safe Step Pro Series 570, Industrial Purity Industrial Products, Safe Step Pro Series 960 Choice Formula, Safe Step Sure Paws, Salt brine, Sifto Salt, Sifto Safe Step Enviro-Guard, Sifto Safe Step Ice Salt, Sifto Safe Step Sure Paws, SureSoft water care products, Thawrox Treated salt, Winter Storm, Winter Storm Blue, DriRox
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Compass Minerals America Inc.
Address	9900 West 109th Street, Suite 100 Overland Park KS 66210 United States
Telephone	913-344-9200
Website	http://www.compassminerals.com/
E-mail	techservicesrequests@compassminerals.com
Supplier	Compass Minerals Canada Corp 6700 Century Avenue Mississauga L5N 6A4 CA Phone: 1-905-567-0231
CHEMTREC	1-800-424-9300
CANUTEC	1-613-996-6666

2. Hazard identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
WHMIS 2015 defined hazards	Not classified
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or 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, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)	None known

WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)	None known
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on ingredients

Mixture

Ingredients not identified are non-hazardous by GHS criteria.

Composition comments Non-hazardous by WHMIS/OSHA criteria

4. First-aid measures

Inhalation	Avoid breathing dust. If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
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.

5. Fire-fighting measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and thus is not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	May include and are not limited to: Oxides of sodium.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Rinse area with water. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and storage

Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. When using, do not eat, drink or smoke.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed in a cool, dry and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

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

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Safety glasses if eye contact is possible.

Skin protection**Hand protection**

Rubber gloves. Confirm with a reputable supplier first.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

9. Physical and chemical properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and reactivity

Reactivity	May react with incompatible materials.
Possibility of hazardous reactions	Hazardous polymerization does not occur.

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Acids. Strong oxidizing agents.
Hazardous decomposition products	May include and are not limited to: Oxides of sodium.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause stomach distress, nausea or vomiting.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.

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

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

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Teratogenicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Not classified.

12. Ecological information

Ecotoxicity	Not available.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
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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	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

Transport of Dangerous Goods (TDG) Proof of Classification	Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.
U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

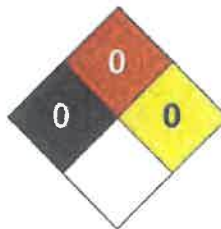
15. Regulatory information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the HPR.	
Export Control List (CEPA 1999, Schedule 3)	Not listed.	
Greenhouse Gases	Not listed.	
Precursor Control Regulations	Not regulated.	
WHMIS 2015 Exemptions	Not controlled	
US federal regulations	This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.	
SARA 304 Emergency release notification	Not regulated.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)	Not listed.	
Superfund Amendments and Reauthorization Act of 1986 (SARA)		
SARA 302 Extremely hazardous substance	No	
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.	
US state regulations	See below	
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.	
Inventory status		
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes
*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)		

16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 0
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Disclaimer

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

16-August-2021

Version #

03

Effective date

16-August-2021

Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Further information

Not available.

Other information

For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.