

NOTICE

Please note this bid from CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT for the CRFQ DOT2300000074 was received at the Purchasing Division office prior to the established bid-opening date and time on January 25, 2023, but did not load properly at the public bid opening. This response has since been loaded and is now posted.



Guy Nisbet

Assistant Purchasing Director



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 7

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1137376

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT

Alias/DBA:

Total Bid: \$253,130.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000074

Published Date: 1/20/23

Close Date: 1/25/23

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 7

Total of All Attachments: 7

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|---------------|-----------------------------|
| 1 | AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT | 2.00000 | EA | 126565.000000 | 253130.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 22101700 | | | |

Commodity Line Comments: Cargill AccuBrine NXT GEN and V2

Extended Description:

AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **January 19, 2023 by 10:00am**

Submit Questions to: **John Estep**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: JOHN ESTEP

SOLICITATION NO.: CRFQ 0803 DOT2300000074

BID OPENING DATE: January 25, 2023

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wvOASIS* (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **January 25, 2023 @ 1:30 PM**

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wvOASIS* can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

REQUEST FOR QUOTATION
Automatic Brine Maker Production System Equipment

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways District 9 to establish a contract for the one-time purchase of two (2) Automatic Brine Maker Production Systems Equipment. This equipment shall produce brine, automatically monitoring and controlling brine concentration during production, without the intervention of an operator.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item”** means Automatic Brine Maker Production System Equipment as more fully described by these specifications.

 - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

 - 3.2 Automatic Brine Maker System with Remote Truck Fill Capabilities:**

The WVDOH may or may not provide a heated room for placement of the automatic brine maker; however, whether the brine maker itself is in a heated room or not, the control system will be in a heated room. The location and size of the heated room will be provided to the vendor on the Delivery Order. Whether inside a heated room or not, the vendor shall deliver the automatic brine maker with all fittings, connections, and hoses, in place, for immediate use of the unit. WVDOH will complete all external connections to the unit. The automatic brine maker shall be completely serviced and made ready for use upon delivery. The WVDOH will provide electrical and water service to the placement area of the automatic brine maker and shall perform all necessary connections and installations when the Vendor delivers the brine maker, on site.

REQUEST FOR QUOTATION
Automatic Brine Maker Production System Equipment

3.3 An Automatic Brine Maker System with Remote Truck Fill Capabilities:

Shall make the salt act as a filter bed as the water moves down through to the sump area and filter screen. The System shall produce, at a minimum, 5,000 gallons of brine per hour (based on available water supply of 6,000 gallon/hour and storage tank configuration static discharge of 45 ft. head pressure). The System shall be capable of remotely filling trucks with brine. The System shall be able to record truck fill data, truck flow rates and individual user ID passwords identifying volume and blend ratios via RFID card reader system or alpha numeric keypad system.

3.4 List of Minimum Requirements for the Salt Hopper:

- The salt hopper shall have a minimum capacity of 4.5 cubic yards.
- The salt hopper shall hold a minimum .75 cubic yards of sediment without interfering with the brine outlet.
- The salt hopper shall hold a minimum .75 cubic yards of sediment without interfering with the brine outlet.
- The salt hopper shall hold a minimum .75 cubic yards of sediment without interfering with the brine outlet.
- The minimum inside dumping width shall be no less than 120 inches.
- The salt hopper shall be constructed of 16,000-pound tensile strength fiberglass and isophthalic resin with all inside surfaces coated with a ceramic resin .050 inches thick.
- The vessel shall have structural integral ribs allowing flex with the salt hopper from full to empty.
- The salt hopper shall be capable of being cleaned via flush components of the unit and any disassembly of components for cleaning is not acceptable.
- Whether full or empty, the salt hopper shall be able to be cleaned by a process of opening the sump outlet cap and water flush valves. If the salt hopper is empty, the inside floor panel should have the capability of being removed for cleaning by attached lifting straps or some other form of easily removing the inside floor panel.
- There shall be a fresh water flushing system to force sediment to and out of the sump.
- All valves, bulkhead fittings, etc. one-inch and larger shall be manifold type fittings.
- There shall be a pressure transducer connected to the PLC to activate brine pump on and off and water flow into the salt tank. These levels shall be adjustable from the HMI Interface and be adjustable to within one-inch increments.
- The transducer shall have an air capillary to the inside of the salt hopper.

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- The vessel shall have two-inch male cam-lock type fittings and on/off ball valves for hose connections (fresh water, brine return, brine outlet to pump).
- There shall be reinforced forklift pockets for moving the salt tank.
- 304 stainless steel is required for all metallic items as it is the most corrosion resistant of the 300 series of stainless steel.

3.5 List of Minimum Requirements for the Control System:

- Brine pumped from the salt tank shall be monitored for salt concentration by a sensor which shall monitor the brine for temperature and automatically compensate brine concentration accordingly. Any need for an operator to manually test the brine concentration is not acceptable.
- All brine exiting the salt tank shall pass over the brine concentration sensor that monitors brine between 0.0 and 27.0 percent concentration by weight.
- The system shall come complete with the ability to access the HMI (operator interface) via Internet. The system shall have the ability for the operator to view the brine maker's functions, remotely, via internet connection.
- The system shall include a 256-color LCD touch screen display, minimum 7 ½ diagonal.
- The information on the display screen shall include, but not be limited to:
 - 1) actual brine production concentration in the form of percentage of sodium chloride concentration by weight.
 - 2) gallons of fresh water used to make brine.
- If the brine concentration is above the target, the brine shall be returned to the salt tank until the correct amount of water is automatically added and the brine reaches the desired concentration.
- Once the brine is at the desired concentration (+or-3% of target concentration), the brine will be diverted to storage tanks.
- If the concentration is below the minimum desired concentration, the system shall automatically divert the brine to the salt tank for a second pass through the salt bed to achieve the desired concentration.
- The system shall be configured to accept a signal from a pressure transducer located in a storage tank to automatically stop brine production when the tank is full or when production batch is complete.
- The system shall display the storage tank volume.
- The system shall monitor total gallons of water used, salt used and brine produced daily and seasonally for record keeping.
- Electric valves or pneumatic operated, industrial diaphragm valves shall include manual overrides for operation of the system in the event of an electrical component failure.
- In the event of a component failure, the system shall automatically shut down and inform the operator of the specific failure along with a corrective

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measure. This includes how to manually override the problem and provide a part number.

- The system shall be designed with a manual valve counterpart to the electric valve valves or pneumatic operated, industrial diaphragm valves to run parallel for a redundant manual control system.
- Electric components mounted onto the control panel shall have UL rated conduit protecting connections and wiring outside of the enclosure.
- Individual components over 10amps shall have circuit breakers so if the machine is not working, the operator may quickly assess by checking the breaker and if tripped, flip the breaker and be back in brine production. This will also provide more protection in the water environment. Components less than 10amps shall be fuse protected from inside of the control panel. Fuses shall illuminate when diagnostic LED detects fuse fault.
- All wetted parts on the control panel except for the pump shall be manifold type glass filled polypropylene rated for 150 psi or schedule 80 PVC pipe and fittings rated for 270 psi.

3.6 List of Minimum Requirements for the Mechanical Components:

- The pump shall be constructed of cast 304 stainless steel with a stainless-steel shaft and impeller. 304 stainless-steel is required as it is the most corrosion resistant of the 300 series of stainless-steel.
- The electric pump motor shall be thermally protected 3 HP 220-volt single phase or a variable speed motor drill.
- The pump shall be capable of delivery 5,000 gallons per hour of salt brine to storage tanks with a dynamic head of 45 feet.
- All fittings and valves shall be manifold type glass filled polypropylene.
- Wetted steel components shall be kept to a minimum; all steel components shall be constructed of 304 stainless steel. 304 stainless-steel is required as it is the most corrosion resistant of the 300 series of stainless steel.
- All exposed electric components shall be rated at NEMA 12X.
- All fasteners shall be constructed of stainless-steel.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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4.2 Pricing Page: Vendor should complete the Pricing Page by giving the price per each unit in the Unit Price Box, total of all units combined in the Extended Amount Box, and the total of all Extended Amount Prices combined in the Grand Total Box. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Vendor shall notify the Comptroller at 304-645-8062 a minimum of 1 week (7 days) in advance of delivery to schedule the necessary personnel and equipment for unloading.

6.2 Delivery Location: Item shall be delivered to the following location:

WV DOH – White Sulphur Springs
297 John H. Bowling Jr. Lane
White Sulphur Springs, WV 24986
304-536-1472
37.772591° / -80.347208°

6.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

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6.4 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

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7.2.3 Any other remedies available in law or equity.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: 1,000,000 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Kaitlyn Jackson

(Address) 24950 Country Club BLVD STE 450

(Phone Number) / (Fax Number) 440-225-8252

(Email address) kaitlyn_jackson@cargill.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Cargill Incorporated - Salt, Road Safety

(Company) Kaitlyn Jackson

(Signature of Authorized Representative) Kaitlyn Jackson - Cargill District Manager 1/24/2023

(Printed Name and Title of Authorized Representative) (Date) 440-225-8252

(Phone Number) (Fax Number) kaitlyn_jackson@cargill.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Cargill Incorporated - Salt, Road Safety

Company

Kaitlyn Jackson

Authorized Signature

January 24th, 2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Centralized Request for Quote
 Highways**

| | | | |
|---|----------------------------|-------------------------|---------------------------------|
| Proc Folder: 1137376 | | | Reason for Modification: |
| Doc Description: AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT | | | |
| Proc Type: Central Purchase Order | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2023-01-12 | 2023-01-25 13:30 | CRFQ 0803 DOT2300000074 | 1 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name : Cargill Incorporated - Salt, Road Safety
Address : 24950
Street : Country Club BLVD STE 450
City : North Olmsted
State : Ohio **Country :** USA **Zip :** 44070
Principal Contact : Kaitlyn Jackson
Vendor Contact Phone: 440-225-8252 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Kaitlyn Jackson* **FEIN#** 41-0177680 **DATE** 01/23/2023

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways District 9 to establish a contract for the one-time purchase of two (2) Automatic Brine Maker Production Systems Equipment. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO**SHIP TO**

DIVISION OF HIGHWAYS
DISTRICT NINE

146 STONEHOUSE RD
LEWISBURG WV
US

DIVISION OF HIGHWAYS
I-64 MAINTENANCE &
MATERIALS

297 JOHN H BOWLING JR LN
CALDWELL WV
US

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|--------------|--------------|
| 1 | AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT | 2.00000 | EA | \$126,565.00 | \$253,130.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------------|-------------------|------------------------------|
| 22101700 | Cargill Incorporated | Cargill AccuBrine | NXT GEN and V2 Blending Unit |

Extended Description:

AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|------------------------------|-------------------|
| 1 | Tech Questions Due by 4:00pm | 2023-01-19 |

| | Document Phase | Document Description | Page |
|---------------|-----------------------|---|------|
| DOT2300000074 | Final \$253,130.00 | AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT | 3 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A
Cost Sheet

| Item Number | Quantity | Unit of Measure | Description | Make/Model | Unit Price | Extended Amount |
|--------------------|----------|-----------------|---|--|--------------|-----------------|
| 1 | 2 | Each | Automatic Brine Maker with Remote Fill Capabilities | Cargill AccuBrine NXT GEN Brine Maker and V2 Blend | \$126,565.00 | \$ 253,130.00 - |
| Grand Total | | | | | | \$ 253,130.00 - |

CARGILL AccuBrine® NXT BRINE MAKER EQUIPMENT

V4.8.2022

GENERAL DESCRIPTION - NXT BRINE MAKING System Specifications



This specification covers system models:

NXT BRINE MAKER

- 100 & 200 GPM Models
- 30 Amp Single/Three Phase

NXT SALT HOPPER

CARGILL ACCUBRINE® NXT BRINE MAKING EQUIPMENT

It is the intent of this document to provide specifications for a downward flow automatic brine production system(s) where the salt acts as a filter bed as the water moves down through to sump area and filter screen. The automatic brine production system(s) shall be capable of producing up to 6,000 gallons of brine per hour, (based on available water pressures and volume and bulk salt quality). The brine maker when purchased with other equipment and options is capable of producing a blended product by injecting up to three additives each with a ratio between 0 and 100%. Depending on the model(s) purchased, it is capable of remotely filling trucks with brine, blend or additive liquids, and recording truck fill data via a numerical password entry system. The system is capable of flushing all waste sediment collected in the bottom of the salt tank. Complete automation of brine production without the intervention of an operator after initial system start and automatically monitor and control brine concentration during production.

A full parts and labor warranty shall be provided for the first year starting upon delivery.

1. Salt Hopper

- 1.1 The salt hopper shall have a minimum capacity of 5 cubic yards.
- 1.2 The salt hopper shall hold approximately .75 cubic yards of sediment without interfering with brine outlet.
- 1.3 Minimum inside dumping width shall be no less than 120" inches.
- 1.4 The hopper shall be constructed of 16,000 lb tensile strength fiberglass and isophthalic resin.
- 1.5 All inside surfaces shall be coated with a ceramic resin .050" thick.
- 1.6 Vessel shall have structural integral ribs to limit flex to within 1" from full to empty.
- 1.7 Overall thickness of fiberglass and resin in the salt tank shall be .35" thick, structural areas such as ribs, corners and floor shall have additional layers of woven fiberglass matt for an overall thickness of .50"
- 1.8 Sediment collection area shall have a 15 degree slope towards a 12"X 12" sump to promote debris clean out.
- 1.9 For ease and expediency of cleaning accumulated sediment, the system shall be capable of being cleaned with the salt hopper full of salt by a process of opening sump outlet cap. Any salt tanks that require dumping of the hopper or trap doors for clean out shall be deemed unacceptable.
- 1.10 There shall be a 4" stainless steel bulkhead fitting and 4" ball valve for cleanout purposes.
- 1.11 All Valves, bulkhead fittings, etc. 1" and larger shall be bolted manifold type fittings.

- 1.12 There shall be a pressure transducer connected to the PLC to manage water flow into salt tank. These levels shall be adjustable from the HMI Interface and be adjustable to within 1 Gallon increments.
- 1.13 Transducer shall have an air capillary to the inside of salt hopper.
- 1.14 Vessel shall have 2" male cam-lock type fittings and on/off ball valves for hose connections (fresh water, brine return, brine outlet to pump).
- 1.15 All metallic items shall be 304 stainless steel.
- 1.16 Flow meter shall protect the pump from running without liquid
- 1.17 A 4" valve, male cam lever and cam lever cap shall be supplied to drain the salt tank of liquid and sediment.
- 1.18 Salt tank shall have a stainless steel debris screen located above the sump and sediment collection area
- 1.19 The screen shall have 3/16" diameter perforations.
- 1.20 To allow for maximum flow, the debris screen shall have 60 square feet of surface area.
- 1.21 Debris screen shall be capable of supporting 10,000 lb of salt evenly distributed across the total area.
- 1.22 Screen frame shall have six 3/8" diameter stainless steel eyebolts connected to a poly sling to allow removal of the screen from the tank for cleaning or maintenance purposes.
- 1.23 Accubrine brine maker machine will come complete with two 100 ft rolls of 2" EPDM rubber corrugated suction hose and appropriate fittings to connect the fresh water to the brine maker skid, and the brine maker skid to the salt mixing tank. Based on the number of storage tanks or the distance between the skid and the storage tanks, additional hose may be required for proper plumbing. Consult your Accubrine Sales or Technical Representative for more information and quotation.

2. Control System

- 2.2 The control system shall be a continuous brine production system to be located inside a climate controlled building with above freezing temperatures.
- 2.2 For customer's safety the main control panel shall be made up of two separate enclosures. The power enclosure has high voltage and is segregated from the control enclosure which has low voltage to allow the system to remain powered and safe while troubleshooting.
- 2.2.1 Single phase power option: The single phase power enclosure will require a customer supplied minimum 60A, 240VAC single phase electrical service with applicable junction box. Machine will be equipped with single-to-three phase variable frequency drive, receptacle, receptacle housing

and plug along with disconnecting means. Customer will install Cargill supplied receptacle, receptacle housing and disconnecting means. The control panel will be equipped with 10 feet of SOOW type cord with matching plug.

- 2.2.2 Three phase power option: The three phase power enclosure will require a customer supplied 30A, 208VAC three phase electrical service and junction box. Machine will be equipped with receptacle, receptacle housing, plug and disconnecting means. Customer will install Cargill supplied receptacle, receptacle housing and disconnecting means. The control panel will be equipped with 10 feet of SOOW type cord with matching plug.
- 2.2.3 The PLC control panel shall be powered by a 24VDC power supply and shall house all low-voltage control components.
- 2.3 The brine maker frame will be constructed of either 304 SS 1-3/4" square tubing with 1/8" wall thickness or fiberglass 1-3/4" square tubing with 3/16" wall thickness. 1-1/2" x 1-1/2" x 1/4" SS angle supports the 1" thick x 1-1/2" square fiberglass grating that the components are anchored to and fitted with a 304 brushed stainless steel covers on the front, top and sides of the unit.
- 2.4 The Brine concentration sensor shall be equipped with an external temperature sensor for "real time" temperature compensation. It shall monitor the brine for temperature and automatically compensate brine concentration accordingly.
- 2.5 The brine concentration controller shall have the internal feature to be calibrated using a single point zero and saturated calibration method and setup using a 21-point concentration curve.
- 2.6 Brine concentration sensor shall be a toroidal type conductivity sensor and must be mounted in the supplied arrangement for it to work properly.
- 2.7 All brine exiting the salt tank shall pass over the brine concentration sensor that measures the conductivity of the sodium chloride brine where it is then equated to a concentration by weight.
- 2.8 System shall include an HMI with a color LCD touch screen display (7" diagonal 16:9 wide screen). Information on the display screen shall include, but not be limited to:
 - 2.8.1 Login screen that can be setup up for multiple individual users at different "access" levels.
 - 2.8.2 HMI screen will have a central "Home" screen for access to multiple functional screens depending on the model and options purchased.
 - 2.8.3 HMI will show graphic illustration of liquid flow during brine production process.
 - 2.8.4 The HMI has programming to allow the customer to input 20 ingredient blending recipes for the truck fill process and associate numbers with the blend.
 - 2.8.5 For system security the HMI programming has the ability to store 99 customer truck identification PIN's to prevent theft.

- 2.8.6 For system and customer security the system is designed so that the customer admin can setup and manage operator access to the system.
- 2.9 Pressure transducer calibration shall be performed from the HMI interface located on the face of the machine. Programming parameters shall be password protected.
- 2.10 The programmable logic controller (PLC) shall have a non-volatile memory with SD Flashcard back up of programming and all custom user settings.
- 2.11 As the brine concentration is pumped from the salt tank, the brine shall be monitored for the desired concentration. Systems requiring an operator to manually test brine concentration will be deemed unacceptable.
- 2.12 If the brine concentration is above the target brine concentration, the brine shall be automatically corrected via an automatic proportional dilute valve that is PID controlled to add the proper volume of fresh water to achieve the target concentration as it is being sent to the brine storage tank.
- 2.13 When brine is at the desired concentration the brine will automatically be diverted to pre-designated storage tank.
- 2.14 In the event that the concentration is below the minimum desired concentration, the system shall automatically divert brine to the salt tank for subsequent passes through the salt bed to achieve the desired concentration.
- 2.15
- 2.15 The control system shall be configured to accept a signal from a pressure transducer located in a storage tank to automatically stop brine production when tank is full, or by flowmeter when production batch is complete.
- 2.16 Control system shall use a flowmeter to measure total gallons of brine produced and calculate the approximate quantity of water used and salt used daily and seasonally for record keeping purposes.
- 2.17 The control system will allow the customer to set a customized recirculation schedule based on wall clock timing for 15 minute intervals. The pump "on" and "off" times shall be programmable to desired parameters via the HMI. This feature may only be available with certain options.
- 2.18 Electrical power panels shall be UL listed.
- 2.19 The system shall be completely self-diagnostic to include the pump, electrical valves and input signals from other electrical components.
- 2.20 All electric valves and sensors shall communicate with the PLC controller to confirm the current state and operation.
- 2.21 In the event of a component failure, the system shall automatically shut down and inform the operator of the specific failure via event driven indication.

- 2.22 All wetted parts shall be of manifold type polypropylene rated for 150 psi.
- 2.23 All cables from each electrical component housed on the brine maker will be IP69 High water pressure rate or housed in flexible seal tight and non-corrosive PVC conduit from the component to the either the power or control enclosures mounted on the brine maker support frame.

3. Mechanical Components

- 3.1 Pump shall be constructed of cast 304 stainless steel with a stainless steel shaft and impeller.
- 3.2 Electric pump motor shall be thermally protected 5 hp close-coupled pump.
- 3.3 Pump seals shall be constructed of carbon/ceramic faces, Viton elastomers and stainless metals.
- 3.4 Pump shall be rated for 200 gpm @ approximately 60 ft of head
- 3.5 Dilute circuit shall have a 1-1/4" analog control valve for controlling brine concentration proportional to the conductivity output via PID instruction.
- 3.6 Pump shall be "close-coupled" connection to the motor
- 3.7 All fittings and valves shall be manifold type polypropylene.
- 3.8 Wetted components shall be kept to a minimum; all steel components shall be constructed of 304-grade stainless steel.
- 3.9 All fasteners shall be constructed of stainless steel.

POWER OF ATTORNEY
Cargill, Incorporated – Salt, Road Safety

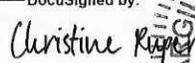
KNOW ALL MEN BY THESE PRESENTS, That Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), and having its Home Office in the City of Minneapolis, Minnesota, has made, constituted and appointed, and does by these presents, constitute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

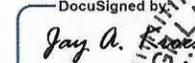
- | | | |
|---------------------|--------------------|---------------------|
| Jim Anderson | Kaitlyn L. Jackson | Angele Peterson |
| Jill Baker | Cindy Jasso | John Petryszyn |
| Shelly Brown | Tom Juhasz | Kristen Rekstad |
| Heather Campbell | Aaron Keeney | Dana Richardson |
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| Ryan English | Brittany Kwasny | Beth Vanderbrink |
| Robert Florio | Sarah Liederbach | George Varga |
| Chris Gampfer | Alison Marincek | Briana Winter |
| Nadine Gilbert | Raven Mitchell | Judi Winter |
| Brittney Ingold | Chris Morr | Chet Womack |

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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 20th day of December, 2021.

Cargill, Incorporated

DocuSigned by:

 2CA11F3A20554BB8
 By: _____
 Christine Rupert, Vice President, Cargill Salt

DocuSigned by:

 88D6DF69527214D
 Attest: _____
 Jay A. Kroese, Assistant Corporate Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2021

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

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

| | | | |
|---|----------------|---|-----------------------------|
| PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402 | 1-612-333-3323 | CONTACT NAME: Dawn Heinemann or Molyka Mao PHONE (A/C, No, Ext): 612-333-3323 E-MAIL ADDRESS: dheinemann@hayscompanies.com | FAX (A/C, No): 612-373-7270 |
| INSURED Cargill Incorporated, Its Subsidiaries, and Businesses *(see attached for additional named insureds) PO Box 5612, MS12 Minneapolis, MN 55440-5612 | | INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 24147 | |

COVERAGES

CERTIFICATE NUMBER: 62162265

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|-------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | MWZY31361921 | 06/01/21 | 06/01/22 | EACH OCCURRENCE \$ 15,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS - COMP/OP AGG \$ 50,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Cargo Legal | X | X | MWTB31362121 | 06/01/21 | 06/01/22 | COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ Included |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | MWC31362021 | 06/01/21 | 06/01/22 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 15,000,000 E.L. DISEASE - EA EMPLOYEE \$ 15,000,000 E.L. DISEASE - POLICY LIMIT \$ 15,000,000 |
| A | <input checked="" type="checkbox"/> EXCESS WORKER'S COMP. | | | MWXS31361821 (OH, USLH) | 06/01/21 | 06/01/22 | STATUTORY EXCESS 1,000,000SIR |

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

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|------------------------|--|
| To Whom It May Concern | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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ACORD 25 (2016/03)

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ddebuhr
62162265

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/07/2021

NAME OF INSURED: Cargill Incorporated, Its Subsidiaries, and Businesses
*(see attached for additional named insureds)

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

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

Cargill AgHorizons
Cargill Animal Nutrition (Cargill Feed & Nutrition, Cargill Premix & Nutrition and Cargill Aqua Nutrition)
Cargill BioIndustrials
Cargill Case Ready
Cargill Cocoa and Chocolate Inc.
Cargill Corn Milling North America
Cargill Dressings, Sauces & Oils
Cargill Dry Corn Ingredients, Inc.
Cargill Financial Services Corporation
Cargill Food Distribution
Cargill Grain and Oilseed Supply Chain North America
Cargill, Incorporated - Salt, Road Safety
Cargill, Incorporated dba Truvia Company LLC
Cargill Kitchen Solutions, Inc.
Cargill Meat Logistics Solutions, Inc.
Cargill Meat Solutions Corporation
Cargill Beef
Cargill Salt
Cargill Specialty Seeds & Oils
Cargill Texturizing Solutions
Cargill Turkey & Cooked Meats
Cargill Turkey Production, LLC
Cargill Value Added Protein
D V Technologies, LLC
Diamond V Mills, LLC
Eddyville Chlor-Alkali LLC
Embria Health Sciences, L.L.C.
EWOS U.S.A., Inc.
Five Star Custom Foods LTD
G & M Stevedoring Co., Inc.
Provimi North America, Inc.
Pro Pet
Toshoku America, Inc.
Proportion Foods, LLC (effective 1/1/2021)

STATE OF KANSAS

) ss

COUNTY OF SEDGWICK

On January 24, 2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, appeared Kaitlyn Jackson known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

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





Notary Public