

SPECIFICATIONS

ROCK SALT
Bid No. 24-034SWOP4G

SOUTHWEST OHIO PURCHASERS FOR GOVERNMENT

Company Name: Morton Salt, Inc.

Contact Person: Theresa Szatkowski, Bid Analyst

Address: 444 West Lake Street, Suite 2900

City, State, & Zip: Chicago, IL 60606

Phone No: 855-665-4540 /**Fax No:** 312-896-9208

*****Bid Opening time/Date: 10:00 A.M. local (Dayton OH) time on
June 21, 2024*****

LEGAL NOTICE NO. 24-034SWOP4G

Electronic bids will be received by the City of Dayton OH (City), on behalf of the participating member entities of Southwest Ohio Purchasers for Government (SWOP4G). Bids will be received by the City of Dayton OH, Division of Procurement, no later than 10:00 A.M. local Dayton OH time on June 21, 2024 **via email only** to: bids@daytonohio.gov with Subject: 24-034SWOP4G Rock Salt Bid. All bids shall be submitted via PDF format. Paper bids will not be accepted.

Bid opening will take place via Zoom at the following information:

Join Zoom Meeting

<https://us02web.zoom.us/j/82864297052?pwd=MDIKajhzUWUrQ1MydHc0all5eWovZz09>

Meeting ID: 828 6429 7052

Passcode: 635005

One tap mobile

+16469313860,,82864297052#,,,,*635005# US

+19294362866,,82864297052#,,,,*635005# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Find your local number: <https://us02web.zoom.us/j/kduGeoDo31>

The City's email system has a maximum capacity of 20 megabytes for incoming messages, which includes the e-mail and any attachments. Should your organization's bid document exceed this limit, your company will need to submit the bid in multiple email documents. Should the bid be submitted in multiple parts, please clearly designate in the email "Subject line", the IFB number followed by Part 1", 'Part 2', and so forth. For example, IFB No. 24-034SWOP4G Part 1, IFB No. 24-034SWOP4G Part 2, etc.

ROCK SALT

A certified check from a solvent bank, drawn and made payable to the City of Dayton OH, or a bid bond issued by a surety company licensed to do business in Ohio, in a sum not less than 5% of the total amount of the bid based on estimated tonnage for all entities, as surety for the execution of the contract, shall be mailed directly to the City of Dayton, Division of Procurement. All bidders' checks will be returned upon the execution and securing of a contract.

The successful bidder(s) will be required to execute the contract and to provide a 100% performance bond within ten (10) days after the award of the contract if so requested by the individual entities. In case the bidder neglects to so execute the contract, the check or bond, accompanying the bid shall be forfeited to the City of Dayton OH, not as a penalty, but as liquidated damages.

Detailed specifications, bid forms and instructions to vendors may be obtained on the City of Dayton OH's website <https://www.daytonohio.gov/bids.aspx>, the SWOP4G website <http://swop4g.org/> or by contacting the City of Dayton OH Division of Procurement:

Maria Cabonce
Buyer
City of Dayton OH
101 W. Third St. Room 514
Dayton OH 45402
937-333-4003 or maria.cabonce@daytonohio.gov

Publish: May 28, 2024

INFORMATION TO VENDORS

The intent of this bid is to establish a firm price agreement for the purchase of rock salt for the City of Dayton OH and the participating member entities of SWOP4G. SWOP4G is interested in pursuing a contract commencing on August 1, 2024 through July 31, 2025, with an option to renew for 12 months, effective from August 1, 2025 through July 31, 2026. Renewal is not mandatory, but if desired it is an available option to consider.

The City of Dayton OH's Division of Procurement has agreed to advertise and solicit bids for the purchase of rock salt to obtain the best possible price for all participants. The bid calls for delivered prices for the salt from origin to the individual entities. **Note:** All bid prices shall include, but not limited to, delivery fees, fuel surcharges, and administrative charges and these charges must be included in the cost per ton.

The quantities listed on the attached sheets **are estimated amounts** for each Entity. **Actual deliveries may vary, depending on the specific needs of each entity.** The successful vendor must ensure availability of the minimum quantities specified for each entity, and must fulfill the quantity requirements stipulated for each entity throughout the contract period. **THE BIDDER SHALL NOT SET ANY MINIMUM QUANTITIES OR RECEIVING DATES. This is a MORE OR LESS bid only.** Delivery and invoicing addresses for each Entity are included in this bid document.

Each Entity will issue a purchase order or letter of intent committing their estimated portion of this request for rock salt. These are estimates only and bid will be provided as a MORE OR LESS with NO minimum purchase requirements.

All electronic bids must be delivered to the City of Dayton OH Division of Procurement no later than time and dated specified in the bid request (**10:00 A.M. local (Dayton OH) time on June 21, 2024**). No bid may be withdrawn after it has been deposited with the Purchasing Agent of the City of Dayton OH after the due date and time has passed. Any bids that are received after bid opening deadline will not be considered.

Bid forms and specifications may be secured on the City of Dayton OH's website <https://www.daytonohio.gov/bids.aspx>, the SWOP4G website <http://swop4g.org/>, or by contacting the City of Dayton OH Division of Procurement.

All bids must be made on the forms provided and must be in conformity with this notice. All bids containing quotes that were not requested or do not conform to the requirements outlined in this notice, may be considered invalid and subject to rejection. The City of Dayton and SWOP4G reserve the right to reject any and all bids. Formalities may be waived at the discretion of the organizations.

All bids will be opened via Zoom as described above and will post on SWOP4G's website.

A certified check or bid bond on a solvent bank, drawn and made payable to the City of Dayton OH, or a bid bond by a surety company licensed to do business in Ohio, in a sum not less than 5% of the total amount of the bid based on estimated tonnage for all entities, as surety for the execution of the contract, shall accompany each bid. The checks and/or bid bonds of all bidders will be returned upon the end of the price agreement period(s).

Failure of vendor to furnish material complying with the specifications called for in this invitation to bid, or to comply with the terms of this invitation, may be justification to purchase the materials in the open market and/or to cancel the contract or applicable portions thereof, and award the portions canceled to another supplier. In the event either of the above procedures must be resorted to, the vendor shall be required to reimburse those participating entities for any expense incurred in excess of the contract price.

THE CITY OF DAYTON OH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE AND HANDICAPPED STATUS IN EMPLOYMENT OR THE PROVISION OF SERVICES.

GENERAL CONDITIONS

1. The City of Dayton OH and SWOP4G Entities reserve the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of proper officials, is to the best interest of their Entity. Each Entity reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. Paper, telephone or faxed bids will not be accepted. In case of error in extending the total amount of the bid, the unit prices then will govern.
2. Title and risk of loss to, and with respect to the items, shall remain in the Vendor's name until the items in a completed state have been delivered to and accepted by the Entity at the location specified on their purchase order. Items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the Entity. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the Entity, a copy of the packing slip shall be forwarded concurrently to the Entity. If no such packing slip is sent, the count or weight by the Entity or its agent or consignee is agreed to be final and binding on the Vendor with respect to such shipment.
3. In case of default by the bidder or contractor, the City of Dayton OH and/or SWOP4G Entities may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices should be stated in units of amounts specified.
5. Unless otherwise stated by the bidder, quoted prices will be presumed to include all costs associated with delivery to the designated destination, including charges for packing, crating, containers, etc., and must be in strict accordance to the specifications provided.
6. Wherever a reference is made in the specification or in describing the material, supplies or services required, of a particular trade name, manufacturers' catalog or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the bid by the bidder.
7. The bidder, if awarded an order or contract, agrees to protect, defend and save harmless the City and/or SWOP4G Entities against any demand for payment for use of any patented material, process, article or

device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and he further agrees to indemnify and save harmless the City and/or SWOP4G Entities from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.

8. Samples, if requested, must be furnished free of expense prior to the opening of bids and, if not destroyed, will, upon request, be returned at the bidder's expense.

INSTRUCTIONS TO BIDDERS

1. Each bid shall be signed by a duly authorized representative that can bind said company. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature of a person authorized to bind it in this matter.
2. Bids, to receive consideration, must be received prior to the specified time/date of closing as designated in the bid document.
3. Electronic bids, with bid number and bidder name, must be submitted via email.
4. If multiple bids are submitted by one company, each bid shall be submitted in a separate email and shall be designated by an Option number, i.e., Option #1, Option #2, etc.
5. Bids having any erasures or corrections shall include explanation with signature of authorized representative. Any non-explained erasures or corrections may result in bid being rejected.
6. Bidders may submit bids on any one or group of items, provided, however, that the unit price is shown as requested.
7. References in the specification or in describing the material, supplies or services required, of a particular trade name, manufacturers' catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work desired.

General Conditions, paragraph six (6), shall be strictly adhered to, no exception can be taken.

8. Bids shall be emailed to bids@daytonohio.gov with Subject: Rock Salt Bid no. 24-034SWOP4G.

**SOUTHWEST OHIO PURCHASERS FOR GOVERNMENT (SWOP4G)
ROCK SALT**

GENERAL SPECIFICATIONS

1.0 SCOPE

The purpose of this bid is to establish firm pricing for Rock Salt (Sodium Chloride) for participating members of SWOP4G for winter seasons 2024-2025 and 2025-2026.

2.0 PRICE AGREEMENT

Bid price shall remain firm during the term of the contract(s).

Note: All bid prices shall include, but not be limited to, delivery fees, fuel surcharges and administrative charges, and these charges must be included in the cost per ton.

3.0 PERFORMANCE BOND

Each individual Entity may, at its discretion, require a 100% performance bond for the total tonnage required by that Entity. The cost of the performance bond will be added to the price of the salt and will be considered in the award determination. The cost of the performance bond must be listed on the bid page.

4.0 DELIVERY

The material shall be delivered as required to the participating Entities at the addresses listed on the attached listing of delivery and invoicing addresses.

A blanket purchase order or contract or letter of intent will be issued by each Entity. Releases will be made off these blanket purchase orders, contract or letters as required.

Vendor will be required to start delivery to storage facility within 48 hours of initial order and have entire order delivered within 96 hours. Delivery must be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. Delivery at other times will be allowed only with prior approval of the authorizing Entity.

Delivery shall be sent directly to each Entity. Delivery addresses are on the attached listing.

Note: Delivery addresses may be subject to change by individual Entity.

5.0 CONTRACT PERIOD

SWOP4G is interested in pursuing a contract commencing on August 1, 2024 through July 31, 2025, with an option to renew for 12 months, effective from August 1, 2025 through July 31, 2026. Renewal is not mandatory, but if desired it is an available option to consider.

6.0 INVOICING

Invoices shall be sent directly to each Entity. Entity addresses are on the attached listing.

Note: Invoicing addresses may be subject to change by individual Entity if so needed.

Prices should be bid in the units requested. The City of Dayton OH and SWOP4G reserve the right to reject any or all bids. A representative of SWOP4G reserves the right to determine what is or is not in the best interests of the entities.

8.0 AWARDING CRITERIA

In making an award, each participating Entity will evaluate the bids received and will issue its own purchase order or letter of intent based upon the lowest and best bid to that Entity. Consideration will also be given to the factors listed below, as well as other factors, which are considered pertinent.

- 1) Past experience of municipalities with the vendors.
- 2) Total delivered net price.
- 3) Delivery time.
- 4) Compliance with specifications.
- 5) Salt availability and stockpile capacity.
- 6) Domestic salt vs. Off-shore salt

9.0 BIDDER QUALIFICATIONS

Bidder must include with the bid a statement detailing how long the company has been in the business of supplying highway rock salt to public entities. References may be required during the evaluation process. Bidders may be requested to provide a listing of public accounts where a minimum of 1,000 tons of highway rock salt was delivered.

10.0 REQUIREMENTS AND DATA

Estimates are for a twelve (12) month period(s) and are on a "more or less" basis. **Actual orders may be more or less than estimated.** Estimates indicated will be used solely for the purpose of making a tabulation of bids.

Domestic salt is preferred. If foreign salt is to be supplied by the vendor, it must be clearly identified in the bid document, and will be taken into consideration when evaluating bids. All foreign salt shall meet the same requirements as that of domestic salt.

Bids will be accepted for delivery to individual entities only. Bids will not be accepted for a total tonnage to be supplied to the entire organization.

11.0 DEFAULT STATUS

Any Entity that has placed a vendor in default with the Entity will not be required to place an order with that vendor until the default status has been lifted.

12.0 ADDITIONAL PARTICIPATION

Other SWOP4G entities may wish to participate in this bid. Please indicate, in the area designated on pricing page, if this additional participation will be permitted.

13.0 SUBMISSION OF BIDS

All bids must be received via email in the City of Dayton OH Division of Procurement's email, bids@daytonohio.gov, no later than 10:00 A.M. local (Dayton OH) time, on June 21, 2024. Email subjects must be clearly marked, "Rock Salt Bid No. 24-034SWOP4G".

14.0 CONTACT PERSON(S)

Please provide name, telephone number and email address of contact person for bid and for order(s) in the area designated on pricing page.

**15.0 AFLCMC/PZIO, Wright Patterson AFB, Ohio (Entity No. 82)

Wright-Patterson AFB (WPAFB) is not subject to any SWOP4G bylaws, specifications, rules, regulations or state law associated with the procurement salt. Wright-Patterson AFB (WPAFB) is submitting its proposed salt needs for informational purposes only and is not obligated to purchase any salt. Should WPAFB determine that it intends to purchase salt, it may do so, with no obligation to use the bid pricing submitted to the SWOP4G. Any purchase made by WPAFB is governed exclusive by Federal laws and regulations to include, but not limited to, the Federal Acquisition Regulation and its supplements.

WPAFB's purchase of salt is subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. 1341. WPAFB's inclusion of its salt needs shall not be interpreted to require WPAFB to commit, obligate, appropriate or spend funds or support in violation of the Anti-Deficiency Act and other applicable laws respecting federal funding. WPAFB's participation with the SWOP4G is strictly subject to budget limitations and availability of funds.

Invoicing for WPAFB purchases shall be accomplished through the Wide Area Work Flow system as prescribed in DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013).

All WPAFB deliveries shall be made by regular dump trucks.

16.0 ADDITIONAL INFORMATION

Additional information concerning this bid package may be obtained by contacting Maria Cabonce, Buyer, City of Dayton OH, 937-333-4003, or by e-mail at maria.cabonce@daytonohio.gov.

Bidder may have to register to do business with each governmental agency as may be required.

TECHNICAL SPECIFICATIONS
SECTION A: SODIUM CHLORIDE (ROCK SALT)

All trucks and stockpiles other than mine location, shall be adequately covered to assure that the sodium chloride will be delivered in a free flowing, usable condition.

Bidders shall list below the location of all mines from which rock salt will be taken to fulfill this contract:

Weeks Island, LA

Fairport, OH

Bidder shall also list below the working capacity of each stockpile to be used:

Cincinnati, OH: ~180,000 tons

Sandusky, OH: ~45,000 tons

The City of Dayton OH and participating entities reserve the right to spot check truck and/or trailer loads at point of delivery, for weight confirmation to that shown on weight slip or invoice (including tare weight if deemed advisable). Upon direction by authorized personnel, truck shall proceed to the nearest independent scale for such weight determination.

Salt containing free water, foreign matter, or lumps will be rejected at point of delivery. Salt must be "Free-Flowing," be in such gradation to be blown, and shall meet Ohio State Highway Department Specifications, Section 712.03. Sufficient non-caking additive shall be incorporated in the delivered material in order to prevent caking under normal outdoor storage conditions.

Where there is evidence of moisture in excess of 2.00%, a composite sample of salt shall be taken from the truck and tested for moisture content.

Sodium Chloride shall be of fresh stock. Reclaimed salt will not be accepted. Grade shall be "Course Crystal" as required. Screening shall conform to the following size requirements:

<u>U.S. Screen Size</u>		<u>"CC" Scale</u>
3/8"	% Passing	100
#4	% Passing	70 Max
#8	% Passing	20 Max.
#12	% Passing	5 Max.

Tests of rock salt delivered under the contract may be made from time to time and any which does not conform to the specifications will be returned to the contractor at his expense. If the vendor cannot supply salt meeting these specifications in a reasonable period of time, the Entity will purchase the salt elsewhere on the open market and charge the vendor in non-compliance for the difference in price.

Salt shall be delivered as needed in motor transport loads. All salt deliveries shall be made as agreed upon by each Entity with the successful vendor. Salt shall not be unloaded on the ground or outside of a salt shed without specific permission. Twenty-four (24) hour notice of delivery must be made to dispatcher or contact person at telephone number listed on attached listing.

All deliveries of sodium chloride shall include:

- 1) Adequate equipment to stock salt, such as conveyor, blower, piler, slinger, etc., as needed for the particular installations utilized at the delivery destination.
- 2) If the type of unloader or the maximum height to be unloaded is unknown it will be the responsibility of the vendor to contact those participating for the information.

A deduction equal to that assessed when unloading equipment is used will be deducted from invoice when said equipment is requested by the Entity, but not used in the placement of sodium chloride.

Vendors will be responsible for any damage caused to equipment due to foreign materials in the salt. Vendors will also be responsible for any damage to salt storage building resulting from the improper piling of salt, and or caked salt (including equipment and labor costs).

ROCK SALT BID NO. 24-034SWOP4G FORM
VENDOR INFORMATION

Company Name: Morton Salt, Inc.

Address: 444 Wets Lake Street, Suite 2900

City State & Zip Code: Chicago, IL 60606

Telephone No. 855-665-4540 Fax No. 312-896-9208

Contact Person for Bid: Name: Theresa Szatkowski Phone No.: 313-488-1918

Email Address: bids@mortonsalt.com / tszatkowski@mortonsalt.com


Contact Person for Orders: Name: Morton Salt Customer Service Phone No.: 855-665-4540

Email Address: buyroadsalt@mortonsalt.com

How long the company has been in the business of supplying rock salt to public entities 165+ years

Details *See attached Capability Statement

Federal Identification Number (or SSN if sole proprietorship): 27-3146174

SIGNATURE: 

PRINTED NAME AND TITLE: Anthony T. Patton, Director, Bulk Deicing US Government Sales

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business Entity. Please continue completing this exhibit on the next page.

Additional Participation:

Other SWOP4G entities may wish to participate in this bid. Please indicate if this participation will be permitted.
Yes No If "yes", SWOP4G must review and give approval to additional governmental agencies.
*By Mutual Agreement

How would rock salt pricing be determined for governmental agencies not listed in this bid? Determined upon review

Piling Charge per Ton (all locations) for 2024-2025 \$ 20.00

Piling Charge per Ton (all locations) for 2025-2026 \$ 20.00

Performance Bond: Cost per \$1,000 \$ NONE / per \$1,000

Terms: NET 30 DAYS

Date: 6/19/2024

ROCK SALT BID NO. 24-034SWOP4G

REFERENCES

Name of Bidding Company: Morton Salt, Inc.

Please provide the company name, address, contact person, telephone number and email address of three (3) references previously serviced by your Company that will be able to speak to your material quality and customer service standards for the materials described in Bid 24-034SWOP4G.

Company Name: City of Cincinnati
Address: 5150 Crookshank Rd, Cincinnati, OH 45238
Contact Person: Chris Oser
Telephone Number: 513-352-5416
Email Address: christopher.oser@cincinnati-oh.gov

Company Name: Ohio DOT
Address: 1980 W. Broad St., Columbus, OH 43223
Contact Person: Dean Alatsis
Telephone Number: 614-466-8465
Email Address: Dean.Alatsis@dot.ohio.gov

Company Name: Butler County
Address: 1921 Fairgrove Ave., Hamilton, OH 45011
Contact Person: Melissa Taylor
Telephone Number: 513-785-4157
Email Address: TaylorM@bceo.org

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

- 1. Employee Withholding FEIN # _____
- 2. Corporate Earnings FEIN # 27-3146174
- 3. Individual Ownership Earnings SSN # _____
- 4. Partnership Earnings FEIN # _____

Company Name Morton Salt, Inc. Phone # 855-665-4540
 Mailing Address 444 West Lake Street, Suite 2900 City Chicago St. IL Zip 60606
 Local Business Address _____ City _____ St. _____ Zip _____

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction 7/30/2010

Your Accounting Period? Calendar Year _____ or Fiscal Year ending on 9/30/2024

Withholding Information *Quarterly Withholding cannot exceed \$600.00

- Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction N/A
- Do you submit withholdings QUARTERLY* or MONTHLY? N/A
- Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.
Corporate Earnings 2010-2023

Full name of Owner of Company SCIH SALT PARENT INC.

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner
04/30/2021 - Prior Owner: K+S Aktiengesellschaft
444 W. Lake St., Chicago, IL 60606 312-807-2000

If you are not liable to pay taxes in our jurisdiction, please explain why.
N/A

Signature Title Bulk Deicing US Gov't Sales Date 6/19/2024

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov
 Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
 (937) 333-3500 ~ Fax (937) 333-4280



MORTON SALT

June 19, 2024

Letter of Capability

Morton Salt, Inc. has been in business for over 165 years. Morton has the capability and resources to furnish road salt from our designated stockpile(s). Morton also has adequate production resources to satisfy the potential awarded quantity.



Anthony T. Patton
Director, Bulk Deicing US Government Sales

444 West Lake Street, Suite 3000
Chicago, IL 60606

TEL 312.807.2000
WEB mortonsalt.com

MORTON SALT, INC.

CERTIFICATION

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

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

DATED: 6/19/2024



Winnie Kuo
Assistant Secretary
Morton Salt, Inc.



EXHIBIT A

DELEGATION OF AUTHORITY

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

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

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

Effective Date: September 1, 2021

Signed:



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



MORTON SALT PRODUCT DATA SHEET

Morton® Bulk Safe-T-Salt®

Deicing Salt

Description

- This product is direct-mined production of mineral Sodium Chloride. The salt is produced from an underground bedded deposit by blasting with explosives followed by crushing and screening operations.
- The bulk salt complies with ASTM D632 and AASHTO M143 specifications for purity.
- The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt.
- It is treated with Yellow Prussiate of Soda (YPS, sodium ferrocyanide) to impart protection against caking and freezing.

Use

- Application rates are dependent on weather conditions when sensible salting techniques are utilized.

Chemical Properties

<u>Analyte</u>	<u>u/m</u>	<u>Range</u>	<u>Note</u>
Sodium Chloride	%	>=91.5	1
Water Insolubles	%	<=4.00	
Moisture (Surface)	%	<=1.50	
Anticaking (as YPS)	%	80 - 200	

- Note 1. ASTM method, moisture-free basis.

Physical Properties

- Typical loose (pour) bulk density (lbs/cu.ft.): 79
- Typical loose (pour) bulk density (Kg/cu. m.): 1,265
- The actual particle size may vary from Type 1 Grade 1 specifications with handling of bulk salt shipped through distribution centers and stockpiles.

Particle Size

<u>Screen</u>	<u>u/m</u>	<u>Range</u>	<u>Retained/Passing</u>
U.S.S. 1/2-in (12.5 mm opening)	%	100	Passing
U.S.S. 3/8-in (9.5 mm opening)	%	95 - 100	Passing
U.S.S. 4 Mesh (4.75 mm opening)	%	20 - 90	Passing
U.S.S. 8 Mesh (2.36 mm opening)	%	10 - 60	Passing
U.S.S. 30 Mesh (600µm opening)	%	0 - 15	Passing

Codes

<u>Pack</u>	<u>Material Code</u>	<u>UPC</u>
Bulk	F140020000Z	N/A

Storage/Coding

- The salt should be stored indoors or under a tarp.

The data provided herein is based on information we believe to be reliable. It is offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.



Safety Data Sheet

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

1.1 Product identifier

Product Name

- **Safe-T-Salt**

Synonyms

- Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)

CAS Number

- 7647-14-5

SDS Number/Grade

- 91006

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

Relevant identified use(s)

- Ice Control

1.3 Details of the supplier of the safety data sheet

Manufacturer

- Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States

www.mortonsalt.com

Telephone (General) ● 312-807-2000

1.4 Emergency telephone number

Manufacturer

- 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]

According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP

- Not classified

DSD/DPD

- Not classified

2.2 Label Elements

CLP

Hazard statements ● No label element(s) specifically required

DSD/DPD

Risk phrases ● No label element(s) specifically required

2.3 Other Hazards

CLP

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

DSD/DPD

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

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

- OSHA HCS 2012
- Not classified

2.2 Label elements

OSHA HCS 2012

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

2.3 Other hazards

OSHA HCS2012

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

Canada

According to WHMIS

2.1 Classification of the substance or mixture

- WHMIS
- Not classified

2.2 Label elements

WHMIS

- No label element(s) specifically required

2.3 Other hazards

WHMIS

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

Section 3 - Composition/Information on Ingredients**3.1 Substances**

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

3.2 Mixtures

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

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

4.1 Description of first aid measures

- Inhalation**
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin**
- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye**
- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion**
- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

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

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media**
- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media**
- No data available.

5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards**
- No unusual fire or explosion hazards known.
- Hazardous Combustion Products**
- No data available

5.3 Advice for firefighters

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

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions**
- Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures**
- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

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

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

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

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

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

7.2 Conditions for safe storage, including any incompatibilities

Storage

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

Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

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

Exposure Control Notations

Germany DFG

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

8.2 Exposure controls

Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Respiratory

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

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

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

Environmental Exposure Controls

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

Key to abbreviations

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

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

OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

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

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

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

Section 11 - Toxicological Information

11.1 Information on toxicological effects

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

Potential Health Effects

Inhalation

Acute (Immediate)

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

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

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

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

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

Chronic (Delayed)

- No data available.

Ingestion

Acute (Immediate)

- Ingestion may cause the following symptoms -diarrhea.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.
-

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste

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

Packaging waste

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

Section 14 - Transport Information

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

14.6 Special precautions for user

- None known.

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

- Not relevant.
-

Section 15 - Regulatory Information

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

SARA Hazard Classifications • None

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

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

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

Australia

Labor

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

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

Australia - High Volume Industrial Chemicals List

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

Australia - List of Designated Hazardous Substances - Classification

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

Environment

Australia - National Pollutant Inventory (NPI) Substance List

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

Australia - Ozone Protection Act - Scheduled Substances

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

Australia - Priority Existing Chemical Program

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

Canada

Labor

Canada - WHMIS - Classifications of Substances

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

Canada - WHMIS - Ingredient Disclosure List

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

Environment

Canada - CEPA - Priority Substances List

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

Europe

Other

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

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

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

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

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

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

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

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

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

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

Mexico

Other

Mexico - Hazard Classifications

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

Mexico - Regulated Substances

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

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

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

U.S. - OSHA - Specifically Regulated Chemicals

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

Environment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

United States -California

Environment

U.S. - California - Proposition 65 - Carcinogens List

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

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

- Prussian Blue 14038-43-8 Not Listed

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

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

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

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

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

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

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

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

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

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

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

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

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

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date

- 27/May/2021

Preparation Date

- 4/Jan/2010

Disclaimer/Statement of Liability

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

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

Key to abbreviations

NDA = No data available

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
444 W. Lake Street, Suite 2900
Chicago, IL 60606-1743

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Dayton OH
101 W. Third St., Room 514
Dayton, OH 45402

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

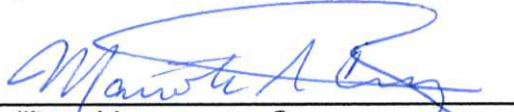
Bid No. 24-034SWOP4G – Rock Salt

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

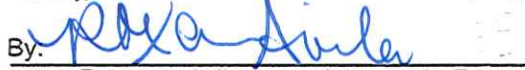
Signed and sealed this 21st day of June, 2024


(Witness) Mariola A. Cruz


(Witness) Edgar Avila Jr.

Morton Salt, Inc.
(Principal) (Seal)

By: 
(Title) Anthony T. Patton, Director Bulk
Doing US Government Sales
Liberty Mutual Insurance Company
(Surety) (Seal)

By: 
(Title) Roxanne Avila Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Roxanne Avila all of the city of St. Louis, state of MO, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Morton Salt, Inc.
Obligee Name: City of Dayton OH
Surety Bond Number: Bid Bond
Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of June, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June, 2024.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/15/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LIBERTY MUTUAL INSURANCE COMPANY

of Massachusetts is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$69,850,735,943, liabilities in the amount of \$47,860,270,390, and surplus of at least \$21,990,465,553.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Judith L. French in black ink.

Judith French, Director



Effective Date: April 24, 1924

Expiration Date: April 1, 2025

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-States Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits.....\$1,850,245,073.00	Unearned Premiums..... \$10,298,963,305.00
*Bonds – U.S Government.....\$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds.....\$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks.....\$19,937,271,802.00	Reserve for Dividends to Policyholders \$1,310,198.00
Real Estate.....\$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents' Balances or Uncollected Premiums...\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities \$7,622,413,466.63
Accrued Interest and Rents.....\$186,906,667.00	Total..... \$47,428,064,363.63
Other Admitted Assets.....\$15,677,869,683.63	Special Surplus Funds..... \$209,508,757.00
Total Admitted Assets \$70,891,553,519.63	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,156.00
	Total Liabilities and Surplus..... \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



June 20, 2024

TO: Bidders on Rock Salt Bid no. 24-034SWOP4G
FROM: City of Dayton, Ohio
Division of Procurement
SUBJECT: Addendum #1 for above IFB

This addendum is to announce and serve as official notice that we have received questions, and there are changes relating to Rock Salt Bid no. 24-034SWOP4G (see next page).

Please consider this document in preparation of your bid response. The City's Division of Procurement will not be accepting any additional questions or requests regarding this solicitation from the time of posting this Addendum No. 1 to the bid opening date. Please submit bid(s) to the best of your company's abilities. All bids submitted on or before the opening date and time will be considered for acceptance.

To ensure the integrity of the bid/proposal process, a signed copy of this addendum notice shall be included with your company's response to this bid.

Anthony T. Patton, Director Bulk Deicing US Government Sales
(Print Name)

6/25/2024
(Date)

(Signature)

Morton Salt, Inc.
(Company Name)

Sincerely,

Maria Cabonce
Buyer



**CITY OF DAYTON
ROCK SALT BID NO. 24-034SWOP4G
ADDENDUM #1**

June 2024

Schedule Update

We are extending the due date for bids and moving the bid opening date to June 28, 2024 at 10:00 a.m.

CORRECTION

1. Montgomery County Engineer's Office (Line no. 54) – The estimated total tons for 2025-2026 is 10,000 more or less. Pricing EXCEL spreadsheet has been updated.

QUESTIONS

2. For the Bid Opening via Zoom, will all the bid prices be read outloud?

During the bid opening, attendees are free to review the bid responses while they are shown on the screen.

3. How soon after the bid opening, will the bid tab be available?

The bid tab is estimated to be posted within 2 weeks after the bid opening.