

MASTER CONTRACT

#080114-CGI

BETWEEN

NATIONAL JOINT POWERS ALLIANCE

AND

**CARGILL, INCORPORATED –
DEICING TECHNOLOGY B. U.**

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FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Cargill, Incorporated -

Company Name: Deicing Technology B.U. Date: July 17, 2014

Company Address: 24950 Country Club Blvd., Suite 450

City: North Olmsted State: OH Zip: 44070

Contact Person: Adam Donegan Title: Eastern District Sales Manager

Authorized Signature (ink only): Mildred Lindsey Mildred Lindsey
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES,
SERVICES, AND SUPPLIES

_____ CARGILL, INC. DEICING TECHNOLOGY B.U. _____
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be October 21, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director Dr. Chad Coquette
(Name printed or typed)

Awarded this 21st day of October, 20 14 NJPA Contract Number # 080114 -CGI

NJPA Authorized signature: _____
NJPA Board Member Scott Veronen
(Name printed or typed)

Executed this 21st day of October, 20 14 NJPA Contract Number # 080114-CGI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Cargill, Inc. Deicing Technology B.U.

Vendor Authorized signature: _____
Mildred Lindsey
(Name printed or typed)

Title: Materials Transportation Specialist

Executed this 27 day of October, 20 14 NJPA Contract Number # 080114-CGI

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: Cargill, Incorporated – Deicing Technology Business Unit

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A	N/A	None	

Proposer's Signature: Melbaed Lindsay Date: July 17, 2014





Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Cargill, Incorporated - Deicing Technology B.U.

Contact Person for Questions: Adam Donegan, Eastern District Sales Manager

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 24950 Country Club Blvd., Suite 450

City/State/Zip: North Olmsted, OH 44070

Telephone Number: 866-900-7258 Fax Number: 440-716-4772

E-mail Address: accubrine_service@cargill.com

Authorized Signature: Mildred Lindsey

Authorized Name (typed): Mildred Lindsey

Title: Materials Transportation Specialist

Date: July 17, 2014

Notarized

Subscribed and sworn to before me this 17th day of July, 2014

Notary Public in and for the County of Cuyahoga State of Ohio

My commission expires: July, 21 2018

Signature: Ashley Sliffe



ASHLEY SLIFFE
Notary Public
In and for the State of Ohio
My Commission Expires
July 21, 2018



Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: **Cargill, Incorporated – Deicing Technology Business Unit**

Questionnaire completed by: Adam Donegan

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
We will be Net 30.
- 2) Identify any applicable leasing or other financing options as defined herein.
N/A
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
The order process will start with a purchase order from the customer. We will then on process their order on our end and will work with the customer to best put together shipping dates that will work best for them. Once we have that date determined we will have their products shipped to them. Our dealer network follows these same ordering practices. We only let authorized dealers in our network sell our products.
To order Clearlane customers will sign an agreement of NJPA contract and then be awarded in our system for the amount they requested. Customers can then order by calling 800-600-SALT.
- 4) Do you accept the P-card procurement and payment process?
We do not.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
One year parts and labor for our brine making systems only. (Accubrine & AccuBatch)
- 6) Do all warranties cover all products/equipment parts and labor?
Warranties only apply to our brine making systems (Accubrine & AccuBatch)
- 7) Do warranties impose usage limit restrictions?
Our warranties do not impose usage limit restrictions.
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
If it is deemed to be covered by warranty, yes the technicians travel time; labor and mileage are covered at a predetermined rate.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
See attached warranties.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?
We will cover all 50 United States & Canada for our warranty repairs for our brine making systems using either our own technicians or authorized dealer technicians.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

AccuBrine® **Automated Brine Maker**

A system for fast, accurate brine production and anti-icing solutions

Brine – or liquid salt – is an effective, pre-wet solution for combating icy winter roadways. As a pre-treatment, brine is becoming increasingly more effective and economically beneficial for anti-icing programs because it helps prevent freezing precipitation from bonding to the pavement and keeps roads clear from ice and snow. As a result, roads stay wet and clear, and the driving public benefits from safer traveling.

The AccuBrine® automated brine maker, Cargill Deicing Technology's sophisticated brine production system, allows for easy, accurate and safe brine production using state-of-the-art technology. Investing in the technology also provides long-term cost savings in the form of decreased time, labor and deicer applications.

Fully automated. User-friendly. The advanced AccuBrine® automated brine maker eliminates most of the headaches typically associated with brine production. Providing a fully automated process, you simply program the machine with your specifications for a particular batch of brine, add salt to the hopper, and let the system go to work. There's no need to monitor, and you can even program the system from your home.

Correct salinity concentrations. Accurate data. Creating a scientifically effective concentration of salinity can be challenging with other brine makers. With the AccuBrine® automated brine maker, the system tests concentrations of salinity and compensates for temperature to produce a more accurate, effective brine solution for roads.

Plus, the system collects and stores usage records so you can track the volume of water, salt and additives used over each year.

Brine when you need it. On-demand production. No matter if you need 5,000 gallons for a storm that's supposed to hit that afternoon, or 50,000 gallons to fill your tank farm, the AccuBrine® automated brine maker makes brine to your specifications. And with production volumes at 5,000 gallons per hour, you do not have to worry about having enough.

Durable investment. Long-term savings. Developed with durability in mind, the AccuBrine® automated brine maker is manufactured from marine-grade fiberglass to withstand the harsh, corrosive nature of salt, water and winter conditions. Investing in the AccuBrine® automated brine maker additionally translates into long-term savings. Investment costs are quickly recouped through reduced operational costs including less production time, less manual labor, and fewer deicing applications of regular road salt.

Safe cleaning. More cost-effective. Cleaning out the AccuBrine® automated brine maker is a fast, automatic and safe process. Unlike other brine makers that require risky, time-consuming manual labor, the cleanout process is completely automatic. The system notifies the operator of the necessary cleanout, rinses itself out, and the sloped floor directs runoff to a designated area. The process takes approximately fifteen minutes, saving on time, labor and overall costs.

AccuBatch® Batch Making Brine Maker

As brine (liquid salt) becomes an increasingly popular winter maintenance solution, finding a brine maker to produce it at the right concentration and stay within your budget can be quite the challenge. Although cost-effective, many entry-level models lack the key features desired to make your brine easily, accurately and without hassle - until now.

Cargill Deicing Technology introduces the most cost-effective and efficient entry-level model on the market to date with the AccuBatch® brine maker.

Budget-friendly brine production.

Capable of producing up to 800 gallons of brine per batch, the AccuBatch® brine maker allows users to make just the right amount when they need it.

This top of the line entry-level model is the only one on the market that features an automatic brine concentration measurement via a conductivity sensor. Now you can achieve your optimum concentration levels without the additional labor time needed to manually check and re-check.

Durable and Dependable.

When investing in a brine maker it is important to know that your machine will last, whether it is an entry-level or top of the line model. That's why the AccuBatch® brine maker is made of durable fiberglass and high-end materials that you can depend on without over-stretching your budget.

A heated structure is not required for storage giving you more options of where to keep it and an increased confidence in its durability.

The AccuBatch® brine maker provides you with everything you need to start up or recharge your anti-icing program and none of what you don't.

Simple Setup. Ease of Operation.

The AccuBatch® brine maker was designed as a plug-and-play model to save you costly setup time, hassle and installation expense. There is no technical assistance needed. Simply hook up the water and power and begin making your brine.

The procedures and machine controls are simple to use and easy to operate, making this system the perfect fit for any employee to use with minimal training needed.

Easy Cleanout.

Normally a very labor intensive and costly process, cleaning out your AccuBatch® brine maker is fast and easy to do. Save valuable time and money by keeping your employees focused on their priorities - not the machine.

Brine Corrosion Inhibitor

Cargill Deicing Technology's patented Brine Corrosion Inhibitor offers you a way to appreciate all of the benefits of brine without the salt-induced corrosion drawbacks. The levels can be adjusted to meet your specific needs and is safe to use with all chlorides including magnesium and calcium chlorides.

The active ingredient in Cargill's patented brine corrosion inhibitor has the *FDA's Generally Recognized as Safe status*. The amount of brine corrosion inhibitor needed to give you the protection you desire is substantially less than other common additives. This can help you reduce your environmental impact at an attractive price.

Available in liquid or dry flake formula, Brine CI provides flexibility for users to make the brine they need. By adding as little as 6% Brine CI, you can protect your equipment at a minimal cost.

SafeLane® Anti-icing Overlay

Safety is a top concern for winter maintenance operations. Infrastructure longevity is another. With SafeLane® surface overlay's anti-icing properties, you get safer roads, bridges and pedestrian walkways during hazardous winter conditions as well as long-lasting surfaces that help protect infrastructure from damaging chemical corrosion.

Naturally reactive anti-icing. Safer winter surfaces for drivers and pedestrians.

A patented, epoxy-aggregate pavement surface, SafeLane® surface overlay provides anti-icing capability through naturally reactive deicer release. The aggregate in the overlay stores deicing and anti-icing chemicals, such as brine, and releases when needed, helping prevent slippery conditions such as frost, black ice and snow pack formations. This process in turn, enhances driving and pedestrian safety.

Corrosion protection. Infrastructure longevity.

SafeLane® surface overlay provides infrastructure protection from the damage that can be caused by water intrusions and other common contaminants. The epoxy seals the pavement, creating a durable bond with the aggregate that helps prevent damaging water and chemicals from permeating the infrastructure.

Increased driver and pedestrian safety. Year-round traction.

SafeLane® surface overlay's anti-icing, anti-skid properties help create safer roads and walkways by preventing frost and ice formation before it begins. Providing superior friction, the durable epoxy-aggregate overlay additionally withstands the harshness of vehicular, foot and bike traffic, while providing year-round traction in all weather conditions.

Safer Roadways. Friendlier on the Environment.

SafeLane® surface overlay is a unique, patented epoxy-aggregate pavement surface that stores anti-icing and deicing chemicals for longer periods of time during and after snowstorms, and then releases them when needed. With better-targeted applications the amount of chemicals used is greatly reduced, resulting in less run-off into surrounding vegetation.

ClearLane® **Enhanced Deicing Salt**

ClearLane® enhanced deicer is a pre-wet sodium chloride made from a patented liquid magnesium chloride formula and mixing process. Combined with pre-wetting and deicing agents, including a PNS-approved corrosion inhibitor, a coloring agent, and a leaching inhibitor, ClearLane® enhanced deicer is a superior deicer for effective winter road maintenance that's anti-corrosive, better for the environment than traditional road salt and an alternative to road salt.

New Formulation. Design for the Environment.

The newly formulated ClearLane® enhanced deicer carries the distinguished Design for the Environment (DfE) label, granted by the U.S. Environmental Protection Agency (EPA). This distinction is only allotted to products deemed safer when compared to other chemicals in their class.

Less scatter. Less cost.

When salt hits the road from application trucks, it often bounces to the edges of the pavement. Traffic action also contributes to the scattering effect. With ClearLane® enhanced deicer the patented liquid treatment helps the product adhere to the road surface better.

Lab tests show, 80% of ClearLane® enhanced deicer stays within 18 inches of where it lands as opposed to 51% of bulk deicing salt. That means you get less bounce and less scatter, which translates to fewer applications, less product use and less overall cost.

Reduced corrosion. Longer equipment life.

Harmful rust and corrosion that results from extensive salt use often diminishes the life of application equipment. The patented PNS-approved corrosion inhibitor found in ClearLane® enhanced deicer is better than traditional road salt for your fleet, helping extend the life of your application vehicles.

Less chloride. More green friendly.

Plain and simple, ClearLane® enhanced deicer is better for the environment, when compared to agricultural by-products and rock salt. Because the same deicing effect is achieved using 30% less product when compared to regular rock salt, spreading less product on the road means fewer chlorides in the environment.

Same Performance. Safer for the Environment.

As a ClearLane® enhanced deicer consumer you rely on the significant advantages this product offers when compared to regular rock salt. The first and foremost of these benefits is safer roads – but the advantages go beyond safety. The ClearLane® product can also improve your bottom line by reducing product usage, labor and equipment costs, and decreasing environmental impact – now more than ever before.

The new formulation of the ClearLane® product offers the same effective snow fighting characteristics you depend on while utilizing safer chemical ingredients that are more environmentally friendly.

Effective melting. Lower temperatures.

Salt loses much of its effectiveness when temperatures dip below 15°F. Customers are finding that ClearLane® enhanced deicer, however, continues melting ice when temps reach below zero. That means increased safety and peace of mind for municipalities and motorists alike.

ClearLane® enhanced deicer also results in less B.O.D. and phosphorous when compared to by-products, making for significantly less environmental impact on watersheds. The result? An effective, more eco-friendly deicer.

Free-flowing. Even in cold temps.

ClearLane® enhanced deicer is specially formulated to help the product stay free-flowing. Whether you're applying in freezing temperatures or storing ClearLane® enhanced deicer in a shed over the summer, the patented liquid treatment helps prevent the frustrating clumps, lumps and crust formations often experienced with salt.

Pre-mixed. Delivered direct.

Forget about treating your own salt. With ClearLane® enhanced deicer, our patented mixing process and unique treatment formula creates a thoroughly blended, non-leaching deicer with a uniform liquid level throughout the product. As a result, there's no need to invest in your own liquid treatment system, a practice that can be time-consuming, messy and costly. Plus, we'll deliver ClearLane® enhanced deicer directly to your facility, ready to go. It's that simple.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

We use line item pricing.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

Our discount range varies between each product by 1-2%

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

We will be pricing for individual line items. Our freight will be FOB Hebron, KY for our brine making systems. Our Accubrine only brine makers have to be installed by a factory representative or factory trained representative. The install costs will be quoted at the time of sale either by the local dealer or Cargill representative.

Important: The customer will also be given a list of pre-installation guidelines. These are things the customer needs to have in place before an Accubrine system can be installed. The guidelines on this list are the sole responsibility of the customer.

We will price Clearlane direct from our Clearlane terminals for customer pick up or we will quote freight at the time if they want Clearlane delivered. Clearlane is subject to availability.

All other products will be line item priced and quoted freight and availability at that time.

15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

We will quote and facilitate these products as needed.

FORM P

16) Provide your NJPA customer volume rebate programs, as applicable.
N/A

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
Freight will vary depending on delivery location.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
Our freight is FOB from Hebron, KY for our brine making systems. All other product freight is according to regional terminal locations.

19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered)**:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

20) Do you offer quantity or volume discounts?
 YES NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).
We evaluate on a case by case basis and if deemed to fall under warranty we will then issue a MRA.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
We evaluate on a case by case basis and if deemed to fall under warranty we will then issue a MRA.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.
We will track any leads, interest, and purchases that have resulted from this contract. We will also have our dealer network on board with us to help track and facilitate this contract. We will compare sales not from the NJPA contract and sales made from the NJPA contract so we can see for ourselves how successful this contract is for us. We will do this quarterly.

Industry Specific Items

n/a

Signature: Mildred Lindsey

Date: July 17, 2014