24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

June 15, 2023

Capitol Region Purchasing Council
Attn: Kim Bona
241 Main Street, 4th Floor
Hartford, CT 06106

Dear Capital Region Council of Governments:

Cargill, Incorporated -Salt, Road Safety ("Cargill") appreciates the opportunity to submit its bid to supply deicing materials ("Products") under the Capital Region Council of Government's ("CRCOG") Invitation to Bid (**Solicitation no. 748**) received by Cargill on June 8th, 2023 ("Bid Document"). Please note that Cargill's bid submission is contingent on CRCOG's acceptance of the following **Cargill's Terms and Conditions of Bid** ("Cargill Terms"). Cargill rejects any terms and conditions proposed by CRCOG including, but not limited to, those contained in the Bid Document or any resulting contract after award ("Contract") that conflict with or are contrary to these Cargill Terms.

CARGILL'S TERMS AND CONDITIONS OF BID

1. Notwithstanding anything to the contrary contained in the Bid Document or any resulting Contract (including without limitation the provision entitled "INCLUSION OF NON- PARTICIPATING TOWNS AND BOARDS OF EDUCATION"), the pricing contained in Cargill's bid and Cargill's obligation to sell and deliver Product shall apply only to a Member Agency or other participant that appears, by name, in the Bid Document with an accompanying quantity estimate and corresponding Cargill bid ("Specified Member Agencies"). Cargill shall have no obligation to sell or deliver Products subject to the pricing contained in its bid to any destination or purchaser other than the Specified Member Agencies.

2. Cargill will send letters to each Specified Member Agency. Notwithstanding anything to the contrary in the Bid Document, any resulting Contract, or these Cargill Terms, the pricing contained in Cargill's bid and Cargill's obligation to sell and deliver Product to a Specified Member Agency shall apply only if the Specified Member Agency responds to the letter on or before **July 22, 2023** ("Acceptance Deadline") indicating that it intends to award its business to Cargill and the quantities it intends to award to Cargill for out-of-season and in-season purchases.

3. Notwithstanding anything to the contrary contained in the Bid Document or any resulting Contract, Cargill shall have no liability for Product or delivery-related claims or any other remedy (including offset, liquidated damages, or market damages) unless the applicable Specified Member Agency notifies Cargill immediately after becoming aware of such claim and provides Cargill with three (3) days after providing such notice to document the claim, replace the Product and/or otherwise remedy the claim.

CRCOG may request that Cargill waive or amend any of these Cargill's Terms and Conditions of Bid; to be effective, a waiver or amendment must be issued by Cargill in writing.

Thank you for your consideration. If you have any questions, please do not hesitate to contact us.

Sincerely,

Amanda Knaus

Amanda Knaus, District Manager
Cargill, Incorporated - Salt, Road Safety
P: 440-716-4774

Confidentiality Note: The information in this Certification should be treated as strictly confidential as it reflects Cargill's proprietary information and business trade secrets