

# COMMISSION ORDER PRECERTIFICATION FORM

Please return this completed form to the Purchasing Department to make a request for solicitation, contract, or contract renewal for the expenditure of funds.

Date: 8/30/2022

Official/Appointed Requestor: Shakera Bay

Name of item/service requesting: Award for Road Salt 2022-33 for Hwy Dept. to Compass Minerals America, Inc. +

(Proposed specifications/contract documents/quotes should be attached to form) Morton Salt

Budget Information: List the account(s) and estimated amount(s) used to make the purchase.

Account	Estimated Amount
_____	<u>(unknown city's)</u>
_____	_____
_____	_____

Auditor approval of funds: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Director approval: Shakera Bay Date: 8/30/2022

Circle One:  Solicitation  New Contract  Renew Existing  Signature

Attached solicitation information and no: 2022-33 RFB, see attached.

Previous Commission Order number if applicable: \_\_\_\_\_

Cooperative Agreement Number/Information: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Agenda for Commission approval: \_\_\_\_\_

(Attached is all corresponding information; signed contract, awarding vendor, required documents.)



**FRANKLIN COUNTY**  
PURCHASING DEPARTMENT

August 30, 2022

Tim Brinker, Presiding Commissioner  
Todd Boland, 1<sup>st</sup> District Commissioner  
Dave Hinson, 2<sup>nd</sup> District Commissioner

RE: RFB 2022-33 Road Salt

Dear Commissioners,

On August 24, 2022 the Purchasing Department received and opened two bids. The publication date of the solicitation was August 5, 202. The responses were from Compass Minerals America, Inc. & Morton Salt. Following review of the bids and speaking with Jim Grutsch, Hwy Administrator the Purchasing Department hereby submits recommendation for awarding the bid to both, Morton Salt & Compass Minerals America, Inc.

If it pleases the Commission, an order to award is respectfully requested.

Thank you,

Shakara Bray, Purchasing Agent

A handwritten signature in black ink that reads "Shakara Bray". The signature is written in a cursive, flowing style.

## 2022-33 Road Salt Tab Sheet

<b>Bidder</b>	<b>Price Per Ton</b>
Compass Minerals 9900 West 109th Street Suite 100 Overland Park, KS 66210	\$93.71 delivered
Morton Salt 444 West Lake Street Suite 3000 Chicago, IL 60606	\$94.79 delivered
Cargill, Inc.-Salt, Road Safety 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	No Bid



**FRANKLIN COUNTY  
PURCHASING DEPARTMENT  
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2022-33

TITLE: Road Salt

Solicitation Schedule & Deadlines:

August 5, 2022	Solicitation Release
August 12, 2022 10:00 AM	Deadline for Submitting Questions
August 16, 2022 4:30 PM	Deadline to post Addendum
August 24, 2022 2:00 PM	Deadline to Submit Response
August 24, 2022 2:30 PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"  
August 24, 2022 2:00 PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274    Email: [purchasing@franklinmo.net](mailto:purchasing@franklinmo.net)

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name:           Morton Salt, Inc.

## SUBMISSION CHECKLIST

- I have reviewed the bid schedule and deadlines, located on the solicitation cover page
- I have read ALL Terms and Conditions and Bid documents closely  
(Located at [www.franklinmo.org](http://www.franklinmo.org))

**THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE**

### USE THESE FORMS ONLY

- Solicitation Cover page
- Contractual Terms and Conditions Acknowledgement
- Pricing Form completed and signed
- Cooperative Agreement Notice completed and signed
- Affidavit for Work Authorization completed and Notarized  
(Additional required verification is included)
- Certificate of Insurance
- I have one original and two copies that are labeled accordingly
- I have included contact information
- Envelope is sealed and label attached
- W9 is completed and attached

## BACKGROUND INFORMATION

Franklin County is seeking qualified companies to supply road salt for application to County roads. The bid shall include the cost of supplying, hauling, and dumping into stockpiles the road salt (sodium chloride) with anti-caking additive. The specific requirements outlined within this bid cover sodium chloride, obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other) for use as a deicer for maintenance purposes. The estimated annual quantity for Franklin County may be more or less than 1600 tons, depending on weather conditions.

This bid request also contains an optional cooperative clause for all other government/public entities within Franklin County. The estimated annual quantity for those entities may be more or less than 4755 tons, depending on weather conditions.

The length of this contract is for one year.

## SPECIFIC REQUIREMENTS

1. Chemical Composition – The minimum percent sodium chloride (NaCl) shall be as follows for the material ordered, when tested in accordance with MoDOT Test Method T32.

Name: 95% Sodium Chloride

Minimum % NaCl: 95

2. Gradation – The gradation shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>
½ inch	100
3/8 inch	95-100
No. 4	15-95
No. 8	5-65
No. 30	0-15

3. Condition – The sodium chloride shall arrive at the delivery point in a free-flowing and usable condition.

4. Moisture – The moisture content at the delivery point shall not exceed 2.0 percent based on dry weight.

5. Foreign Material – Sodium chloride shall be relatively free from any foreign material at the delivery point. Residue from truck beds such as coke, grain, or other materials not

germane to sodium chloride will be cause for rejection. Any oversize foreign material will result in immediate rejection.

## 6. Delivery

A. The sodium chloride shall be delivered in bulk lots.

B. The supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket to be delivered to the representative personnel, prior to unloading, showing the following information regarding the shipment:

- Consignee
- Destination
- Type of material (including the percent sodium chloride)
- Purchase order number
- Truck number and weights of truck before and after loading
- Date loaded
- Name and location of the source
- A certification statement

C. The certification statement shall be signed by an authorized representative of the Supplier and substantially as follows: "This certifies that the sodium chloride in this shipment complies with Franklin County specifications and the weights shown hereon were obtained on scales approved by and/or certified by the State of Missouri and are correct within the specified scale requirements."

D. Scales shall have been calibrated within the six-month period immediately prior to any material being delivered or any time Franklin County representative has cause to question the accuracy of the sale. A scale acceptance shall be based on one of the following:

- a. A valid certification or seal of approval by the Division of Weights and Measures of the Missouri Department of Agricultural will be acceptable.
- b. A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand populations or more will be acceptable.
- c. Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the Certification of Calibration to the Franklin County representative.

E. Delivery shall be made to the designated location and shall be within ten (10) days of the "Notice to Proceed" as issued by the requesting entity.

F. A representative of the receiving entity shall be present at the delivery site for all deliveries and no material will be accepted that has been delivered in their absence. No deliveries shall be made on Saturday, Sunday, or any official holiday, unless prior approval is obtained from the requesting entity. A schedule of observed holidays will be provided upon request.

G. All deliveries shall be coordinated with the requesting entity and shall be given one (1) week notice prior to the beginning of delivery.

H. The awarded contractor is hereby notified that each delivery location may not have sufficient space to accept their full order at one delivery, therefore Franklin County reserves the right to call for delivery as space is available. (Please refer to line item on Price Sheet regarding storage.)

I. This contract does not require the awarded contractor to provide any equipment for shaping of stockpiles or construction of ramps or runways for dumping.

J. A lot shall consist of that quantity of material ordered for delivery to one location at one time. It shall be sampled and tested prior to intermixing with material on hand.

K. Acceptance of the material will be based on satisfactory compliance with this specification as determined by samples and inspection deemed necessary by the representative at the delivery site.

L. Franklin County delivery locations:

- a. 1360 Riverview Drive, Union, MO 63084 – Est. Quantity – 600 ton
- b. 4987 Highway ZZ, Gerald, MO 63037 – Est. Quantity – 600 ton
- c. 7431 Elmont Road, Sullivan, MO 63080 – Est. Quantity – 200 ton
- d. K and Old K, St. Clair, MO 63077 – Est. Quantity – 200 ton

*The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.*



## INSURANCE REQUIREMENTS

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
  - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.
  - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.
    1. Premises – Operations
    2. Products and Completed Operations
    3. Broad Form Property Damage
    4. Contractual
    5. Personal Injury
  - C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:
    1. Owned Automobiles
    2. Hired Automobiles
    3. Non-Owned Automobiles
  - D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."
  - E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".
2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

# CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.



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Vendor/Contractor Signature

8/18/2022

Date

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Anthony T. Patton, Director, Bulk Deicing US Government Sales

Vendor/Contractor Name and Title

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Anthony T. Patton (Name of Business Entity Authorized Representative)  
as Director, Bulk Deicing US Government Sales (Position/Title)

first being duly sworn on my oath, affirm Morton Salt, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to RFB NO: 2022-33 Road Salt (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Morton Salt, Inc. (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to RFB NO: 2022-33 Road Salt (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

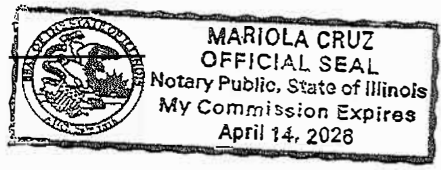
*Anthony T. Patton* Anthony T. Patton  
Authorized Representative's Signature Printed Name

Director, Bulk Deicing US Government Sales 8/18/2022  
Title Date

Subscribed and sworn to before me this 18<sup>TH</sup> of August, 2022 . I am  
Day Month, Year

commissioned as a notary public within the County of COOK State of  
ILLINOIS and my commission expires on Date

*Mariola Cruz* 8/18/2022  
Signature of Notary Date



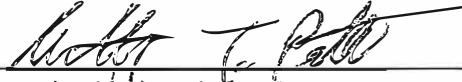
**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Morton Salt, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Anthony T. Patton  
Director, Bulk Deicing US Government Sales



Authorized Business Entity  
Representative's Name  
(Please Print)

Authorized Business Entity  
Representative's Signature

Morton Salt, Inc.  
Business Entity Name

8/18/2022  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractors. or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

**PRICING FORM**  
**2022-33 Road Salt**

**REQUIRED PRICING**

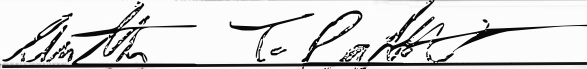
The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

Price per ton – delivered     \$94.79    

Price per ton, per month, stored at Supplier location     \$104.79    

Maximum number of months salt can be stored at Supplier location     6 months    

Company Name     Morton Salt, Inc.    

Authorized Signature 

Printed name and title     Anthony T. Patton, Director, Bulk Deicing US Government Sales    

*Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.*

## COOPERATIVE AGREEMENT NOTICE

Franklin County is interested in assisting other government entities within the County in purchasing road salt. (Estimated quantities from those entities who have expressed interest in the cooperative purchase are more or less than 4755 tons collectively per contract year.)

Each bidder is asked to indicate below whether they would be willing to offer road salt listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to Franklin County.

It is understood that Franklin County will not issue purchase orders, accept delivery, nor make payment for the materials ordered by any of these agencies. It is further understood the price is based on the Road Salt meeting the Franklin County specifications herein. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the awarded vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Franklin County cities or other political entities.

YES   X\*   by mutual agreements

NO \_\_\_\_\_

If the price varies throughout the County because of different delivery destinations, please indicate the price FOB your location that would be offered as described.

F.O. B. Location   St. Louis MO  

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

Company Name   Morton Salt, Inc.  

Address   444 West Lake Street, Suite 3000, Chicago, IL 60606  

Phone Number   855-665-4540  

Signature   Anthony T. Patton  

Title   Anthony T. Patton, Director, Bulk Deicing US Government Sales  

Date   8/18/2022

## VENDOR INFORMATION

Company Name Morton Salt, Inc.

Mailing Address 444 West Lake Street, Suite 3000, Chicago, IL 60606

Phone number 855-665-4540

Contact Name Theresa Szatkowski

Contact Name Title Bid Analyst

Email Address bids@mortonsalt.com

# FRANKLIN COUNTY

## TERMS AND CONDITIONS



Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

636-584-6274

[purchasing@franklinmo.net](mailto:purchasing@franklinmo.net)

400 E Locust Street, Ste. 004

Union, MO 63084



## BIDDING PROCESS INFORMATION

All Formal Invitations for Bid are handled by the Franklin County Purchasing Department. Technical specifications are the responsibility of the specific requesting department. The Purchasing Department is responsible for the Bid opening at the time and place noted in the request.

A Formal Invitation for Bid is utilized when the total purchase exceeds \$6,000. The Bid Package will contain well-defined standard technical specifications for the capture of the service or product requested. A formal closing date and time is specified. The Bidder must comply with the requirements in order to be considered for award.

As a courtesy, the below "BID RESPONSE TIPS" is offered to assist Bidders. Feel free to use it as a checklist and information source to help create a more accurate response which is more compliant than it might otherwise turn out.

### BID RESPONSE TIPS (Suggestions and Requirements)

- ✓ Read ALL Bid documents closely
- ✓ Note any/all special dates or requirements.
- ✓ See Item 3.0 for the process to submit questions.
- ✓ Handwritten responses must be clearly legible – in ink.
- ✓ Illegible responses will be rejected.
- ✓ One Original and Two Copies are required. Please indicate copies versus original.
- ✓ Franklin County Bid forms must be utilized unless otherwise instructed.
- ✓ Deadline dates and times are strictly adhered to.
- ✓ The County cannot, and will not accept late bids.
- ✓ No fax or electronic transmitted Bids will be accepted.
- ✓ When a Bid, or project, includes pre-bid meetings or on site visits, Bidder attendance and compliance with signup sheets, etc., is mandatory.
- ✓ Pay close attention to the terms: MUST, WILL, SHALL, SHOULD OR MAY
- ✓ Include a current/signed W-9 form with your company information. Franklin County Accounts Payable Department must have this form before they can process payment.
- ✓ Include, if applicable, current prevailing wage considerations with your Bid.
- ✓ Remember to complete all requested forms in the IFB.

#### 1.0 BID SUBMISSION:

Submit Bid form in original (one original) and two (two copies) with all specifications pages, *if applicable*. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor, prior to the submission dead line as stated on page 1, must submit all bids.

Late Bids will not be accepted and returned to the Vendor unopened. The County reserves the right to request additional written or oral information from Vendors in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form or provided to the County upon award of the bid. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the Bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the Bid being rejected.

Bids must be submitted in a sealed envelope identified with the Bid number and dates of closing and opening. List the Bid number on the outside of the box or envelope and note "Response to Request for Bid enclosed" with a return name and address. Make sure your package indicates "BID", with the BID NUMBER – on the final outside surface of your package.

In order to receive awarded results, please submit a direct email address with your bid. (Not simply a website.) Final award results will be emailed to all responding Vendors. Results will also be posted on our website at: [www.franklinmo.org](http://www.franklinmo.org). Please do not call for results.

#### 1.1 BASIS OF BID AWARD:

Award shall be made in accordance with the provisions of the Purchasing Policy Bids may be awarded to one company or multiple companies in accordance with the provisions of the Purchasing Policy. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State contract shall include a copy of the State Contract with the bid. The issuance of a Purchase Order number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms. All Bid awards are subject to annual appropriations.

#### 1.2 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor as to legal form and subject to the approval of the County Commission of Franklin County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Commission within forty-five (45) days following the opening of the Bids then all Bids will be deemed Rejected.

#### 1.3 BID PREPARATION:

- A. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
- B. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed.
- C. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
- D. Bidders shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
- E. When specified, samples must be timely submitted and at no expense to the County.
- F. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.
- G. Franklin County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this IFB.

1.4 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.5 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Franklin County Purchasing Department. Bids received late will be rejected and returned unopened to the Bidder.

1.6 BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid Deposits/Bonds must be in the exact amount as stipulated in the bid.

1.7 ADDENDA:

Addenda to Bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and

completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Franklin County Purchasing Agent at 636-583-6356, or by reviewing the County Web Site. ([www.franklinmo.org](http://www.franklinmo.org).) See attached "Guidelines for Written Questions, Answers (ADDENDA), Etc." – Section 3.0

**1.8 BID SUBMISSIONS:**

All Bids must be submitted in writing and must utilize the supplied Bid Pricing Form unless otherwise stated. It is the responsibility of each Bidder before submitting a Bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to Bid openings.

**1.9 BID OPENINGS:**

Bids will be publicly opened and read aloud at the time indicated on the Cover Page of the IFB. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

**1.10 BID TABULATIONS:**

Bid tabulations will be available at such time following completion of bid tabulations. Bid submissions are posted on the County's web-site address, [www.franklinmo.org](http://www.franklinmo.org). NO COPIES of bid tabulations are sent to vendors.

**2.0 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

**2.1 TAXES/STATE AND COUNTY LICENSE:**

No Bid or proposal shall be awarded by Franklin County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes

to Franklin County. The prospective Bidder is required to complete the notarized affidavit of Paid Property Taxes or a verified affidavit, on company letterhead, stating that the applicant does not own any real or personal property in Franklin County. All Bidders who enter into a contract with Franklin County must be licensed to do business in the State of Missouri and have a Franklin County Merchant License, if applicable. The State of Missouri and Franklin County Merchant License to be provided upon request.

2.2 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County shall have the right to pursue all rights and remedies under Missouri law.

2.3 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Franklin County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.4 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at any time in conjunction with or in replacement of the contractor's services if the needs of Franklin County warrant.

2.5 DEFINITIONS:

A. The term "County" means the Franklin County, Missouri and its designated representatives.

B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.

C. The term "IFB" means Invitation for Bid.

D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.6 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.7 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County as its assigns.

2.8 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. **The County will not be responsible for articles or services furnished without a purchase order. A purchase order number is required before an order is placed.** Price is tax-exempt. Franklin County standard payment terms are Net 30- after receipt of an invoice. We cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted Franklin County will process payment.

2.9 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.10 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Franklin County, Missouri.

2.11 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished. All contracts which may be renewed beyond one (1) year shall be subject to annual appropriations.

2.12 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.13 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.14 AWARDING:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Commission.

3.0 GUIDELINES FOR QUESTIONS, ANSWERS (ADDENDA), ETC:

- 3.1 All questions must be submitted at least **one week** prior to the Bid deadline. Questions are to be emailed to: [purchasing@franklinmo.net](mailto:purchasing@franklinmo.net) or by phone to 636-584-6279. Questions will be answered to the vendor who made the contact during the open Bid questioning timeframe.
- 3.2 Addenda: Aside from routine questions if it becomes necessary to revise any part of an IFB, written addendum will be issued to address that need. Any addendum to an IFB is valid only if in writing and issued by the Franklin County Purchasing Department. Addenda's will be posted to Franklin County website: [www.franklinmo.org/purchasing](http://www.franklinmo.org/purchasing).
- 3.3 Sunshine Laws: Per applicable laws and regulations concerning public documents, all Bid responses will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of Bid responses, must be made through the Franklin County Clerk's Office (636-583-6355) requiring a Public Service Request Form (PSR). In accordance with Section 610 RSMo., charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies.
- 3.4 Conflicts: In the event that any provision of these Terms and Conditions conflicts with the provisions of the Purchasing Policy, Invitation for Bid, Request for Quotation, Request for Bid, Request for Proposal, or Agreement, then the provision in these documents shall govern, except as may be otherwise specifically stated.



**AFFIDAVIT OF WORK AUTHORIZATION**


The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Anthony T. Patton (Name of Business Entity Authorized Representative) as Director, Bulk Deicing US Government Sales (Position/Title)

first being duly sworn on my oath, affirm Morton Salt, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to RFB NO: 2022-33 Road Salt (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Morton Salt, Inc. (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to RFB NO: 2022-33 Road Salt (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

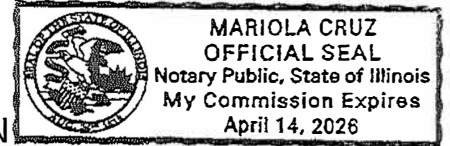
*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

 _____ Authorized Representative's Signature	Anthony T. Patton _____ Printed Name
Director, Bulk Deicing US Government Sales _____ Title	<u>8/18/2022</u> _____ Date

Subscribed and sworn to before me this 18<sup>TH</sup> of August, 2022 I am  
Day Month, Year

commissioned as a notary public within the County of COOK, State of  
ILLINOIS and my commission expires on Date

Mariola Cruz 8/18/2022  
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Morton Salt, Inc. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Anthony T. Patton  
Director, Bulk Deicing US Government Sales

[Signature]  
Authorized Business Entity Representative's Signature

Authorized Business Entity Representative's Name  
(Please Print)

Morton Salt, Inc.

8/18/2022  
Date

Business Entity Name

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- o Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2023

DATE (MM/DD/YYYY)

8/18/2022

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : HDI Specialty Insurance Company	16131
	INSURER C : American Zurich Insurance Company	40142
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
1492653 Morton Salt, Inc.  
444 West Lake Street, Suite 3000  
Chicago IL 60606

COVERAGES CERTIFICATE NUMBER: 17558211 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLCD5717701S	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP 6221209 09	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUCD5717801S	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 6221212 09 (AOS) WC 6221213 09 (Retro) EWS 6221214 08 (OH Excess)	4/30/2022 4/30/2022 4/30/2022	4/30/2023 4/30/2023 4/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

**CERTIFICATE HOLDER**

17558211  
Franklin County  
400 E Locust Street, Room 206  
Union MO 63084

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**FRANKLIN COUNTY  
PURCHASING DEPARTMENT  
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2022-33

TITLE: Road Salt

**Solicitation Schedule & Deadlines:**

August 5, 2022	Solicitation Release
August 12, 2022 10:00 AM	Deadline for Submitting Questions
August 16, 2022 4:30 PM	Deadline to post Addendum
August 24, 2022 2:00 PM	Deadline to Submit Response
August 24, 2022 2:30 PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

August 24, 2022 2:00 PM

Shakara Bray, Purchasing Agent

Meagan Cowser, Assistant Purchasing Agent

Phone: 636-584-6274    Email: [purchasing@franklinmo.net](mailto:purchasing@franklinmo.net)

**Submittal Instructions:** Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: Compass Minerals America Inc.

## SUBMISSION CHECKLIST

I have reviewed the bid schedule and deadlines, located on the solicitation cover page

I have read ALL Terms and Conditions and Bid documents closely

(Located at [www.franklinmo.org](http://www.franklinmo.org))

**THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE**

### USE THESE FORMS ONLY

Solicitation Cover page

Contractual Terms and Conditions Acknowledgement

Pricing Form completed and signed

Cooperative Agreement Notice completed and signed

Affidavit for Work Authorization completed and Notarized

(Additional required verification is included)

Certificate of Insurance

I have one original and two copies that are labeled accordingly

I have included contact information

Envelope is sealed and label attached

W9 is completed and attached

## BACKGROUND INFORMATION

Franklin County is seeking qualified companies to supply road salt for application to County roads. The bid shall include the cost of supplying, hauling, and dumping into stockpiles the road salt (sodium chloride) with anti-caking additive. The specific requirements outlined within this bid cover sodium chloride, obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other) for use as a deicer for maintenance purposes. The estimated annual quantity for Franklin County may be more or less than 1600 tons, depending on weather conditions.

This bid request also contains an optional cooperative clause for all other government/public entities within Franklin County. The estimated annual quantity for those entities may be more or less than 4755 tons, depending on weather conditions.

The length of this contract is for one year.

## SPECIFIC REQUIREMENTS

1. Chemical Composition – The minimum percent sodium chloride (NaCl) shall be as follows for the material ordered, when tested in accordance with MoDOT Test Method T32.

Name: 95% Sodium Chloride

Minimum % NaCl: 95

2. Gradation – The gradation shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>
½ inch	100
3/8 inch	95-100
No. 4	15-95
No. 8	5-65
No. 30	0-15

3. Condition – The sodium chloride shall arrive at the delivery point in a free-flowing and usable condition.

4. Moisture – The moisture content at the delivery point shall not exceed 2.0 percent based on dry weight.

5. Foreign Material – Sodium chloride shall be relatively free from any foreign material at the delivery point. Residue from truck beds such as coke, grain, or other materials not

germane to sodium chloride will be cause for rejection. Any oversize foreign material will result in immediate rejection.

## 6. Delivery

A. The sodium chloride shall be delivered in bulk lots.

B. The supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket to be delivered to the representative personnel, prior to unloading, showing the following information regarding the shipment:

- Consignee
- Destination
- Type of material (including the percent sodium chloride)
- Purchase order number
- Truck number and weights of truck before and after loading
- Date loaded
- Name and location of the source
- A certification statement

C. The certification statement shall be signed by an authorized representative of the Supplier and substantially as follows: "This certifies that the sodium chloride in this shipment complies with Franklin County specifications and the weights shown hereon were obtained on scales approved by and/or certified by the State of Missouri and are correct within the specified scale requirements."

D. Scales shall have been calibrated within the six-month period immediately prior to any material being delivered or any time Franklin County representative has cause to question the accuracy of the sale. A scale acceptance shall be based on one of the following:

- a. A valid certification or seal of approval by the Division of Weights and Measures of the Missouri Department of Agricultural will be acceptable.
- b. A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand populations or more will be acceptable.
- c. Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the Certification of Calibration to the Franklin County representative.

E. Delivery shall be made to the designated location and shall be within ten (10) days of the "Notice to Proceed" as issued by the requesting entity.



F. A representative of the receiving entity shall be present at the delivery site for all deliveries and no material will be accepted that has been delivered in their absence. No deliveries shall be made on Saturday, Sunday, or any official holiday, unless prior approval is obtained from the requesting entity. A schedule of observed holidays will be provided upon request.

G. All deliveries shall be coordinated with the requesting entity and shall be given one (1) week notice prior to the beginning of delivery.

H. The awarded contractor is hereby notified that each delivery location may not have sufficient space to accept their full order at one delivery, therefore Franklin County reserves the right to call for delivery as space is available. (Please refer to line item on Price Sheet regarding storage.)

I. This contract does not require the awarded contractor to provide any equipment for shaping of stockpiles or construction of ramps or runways for dumping.

J. A lot shall consist of that quantity of material ordered for delivery to one location at one time. It shall be sampled and tested prior to intermixing with material on hand.

K. Acceptance of the material will be based on satisfactory compliance with this specification as determined by samples and inspection deemed necessary by the representative at the delivery site.

L. Franklin County delivery locations:

- a. 1360 Riverview Drive, Union, MO 63084 – Est. Quantity – 600 ton
- b. 4987 Highway ZZ, Gerald, MO 63037 – Est. Quantity – 600 ton
- c. 7431 Elmont Road, Sullivan, MO 63080 – Est. Quantity – 200 ton
- d. K and Old K, St. Clair, MO 63077 – Est. Quantity – 200 ton

*The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.*

# **INSURANCE REQUIREMENTS**

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:

A. **Worker's Compensation and Employers' Liability: Worker's Compensation**  
Statutory in compliance with the Compensation law of the Sate and  
Employers' Liability Insurance with a limit no less than \$1,000,000.00 each  
accident.

B. **Comprehensive or Commercial General Liability** with a minimum limit of  
\$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for  
Bodily Injury and Property Damage Liability. This insurance shall include, but not  
be limited to, the following coverage.

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Property Damage
4. Contractual
5. Personal Injury

C. **Automobile Liability** with a minimum limit of \$1,000,000.00 per occurrence,  
\$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property  
Damage Liability. This insurance shall include coverage for all the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

D. The certificate shall list the Certificate Holder and Address as follows: Franklin  
County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided  
to Franklin County shall be listed under "Description of Operations."

E. Such insurance shall include under the General Liability and Automobile  
Liability policies Franklin County, its employees, elected officials, representatives,  
and members of its board and/or commissioners as "Additional Insured's".

2. The Agreement of Insurance shall provide for notice to the County of amendment or  
cancellation of insurance policies 30 days before such amendment or cancellation is to  
take effect.

# CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.



---

Vendor/Contractor Signature

8/15/22  
Date

---

Joel Gerdes - Director US Highway Sales

Vendor/Contractor Name and Title

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Joel Gerdes (Name of Business Entity Authorized Representative)  
as Director US Highway Sales (Position/Title)

first being duly sworn on my oath, affirm Compass Minerals America Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to RFB NO: 2022-23 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Compass Minerals America Inc. (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to RFB NO: 2022-23 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

[Signature] Joel Gerdes  
Authorized Representative's Signature Printed Name

Director US Highway Sales 8/15/2022  
Title Date

Subscribed and sworn to before me this 15<sup>th</sup> of August, 2022. I am  
Day Month, Year

commissioned as a notary public within the County of Johnson, State of  
Kansas and my commission expires on Date 4/9/2025

[Signature] 8/15/2022  
Signature of Notary Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Compass Minerals America Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Joel Gerdes  
Authorized Business Entity  
Representative's Name  
(Please Print)

  
Authorized Business Entity  
Representative's Signature

Compass Minerals America Inc.  
Business Entity Name

8/15/22  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ⊗ Enroll and participate in the E-Verify Federal Work Authorization Program  
(Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218  
Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ⊗ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractors, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

# PRICING FORM

## 2022-33 Road Salt

### REQUIRED PRICING


The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

Price per ton – delivered \$ 93.71

Price per ton, per month, stored at Supplier location \$ 87.00

Maximum number of months salt can be stored at Supplier location 12 months

Company Name Compass Minerals America Inc.

Authorized Signature 

Printed name and title Joel Gerdes - Director US Highway Sales

*Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.*

## COOPERATIVE AGREEMENT NOTICE

Franklin County is interested in assisting other government entities within the County in purchasing road salt. (Estimated quantities from those entities who have expressed interest in the cooperative purchase are more or less than 4755 tons collectively per contract year.)

Each bidder is asked to indicate below whether they would be willing to offer road salt listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to Franklin County.

It is understood that Franklin County will not issue purchase orders, accept delivery, nor make payment for the materials ordered by any of these agencies. It is further understood the price is based on the Road Salt meeting the Franklin County specifications herein. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the awarded vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Franklin County cities or other political entities.

YES   x  

NO                     

If the price varies throughout the County because of different delivery destinations, please indicate the price FOB your location that would be offered as described.

F.O. B. Location   St. Louis  

Indicate the deadline date that orders will be accepted.   9/1/22 - 8/30/23  

Company Name   Compass Minerals America Inc.  

Address   9900 W 109th St  

Phone Number   800-323-7647  

Signature                     

Title   Director US Highway Sales  

Date   8/15/22

## VENDOR INFORMATION

Company Name Compass Minerals America Inc.

Mailing Address 9900 W 109th St

Overland Park, KS 66210

Phone number 800-323-1641

Contact Name Joel Gerdes

Contact Name Title Manager Highway Sales

Email Address highwaygroup@compassminerals.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2021

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

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

<b>PRODUCER</b> Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101  CN101916390-STND-GAWU-21-22	<b>CONTACT NAME:</b> Kayla Ferrell <b>PHONE (A/C No. Ext.):</b> 415-743-8025 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C No.):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property And Casualty Ins Co	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-003683780-11      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		XSLG27631022	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		ISAH08867914	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G28187981006	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC68930959 (AOS) SCFC68930960 (WI)	11/01/2021 11/01/2021	11/01/2022 11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners are included as additional insured where required by written contract with respect to general and auto liability.

### CERTIFICATE HOLDER

Franklin County  
400 E Locust Street, Room 06  
Union, MO 63084

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Marsh USA Risk & Insurance Services*

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Compass Minerals America Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**9900 West 109th St., Suite 100**

6 City, state, and ZIP code

**Overland Park, KS 66210**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					

or

Employer identification number									
4	8	-	1	0	4	7	6	3	2

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ►

*Mary Wells*

Date ►

*1/6/2022*

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Compass Minerals International, Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - A. Notice of E-Verify Participation
  - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
  - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
  - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



- ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

- allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
  3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
  4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
  5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
  6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    - A. Scanning and uploading the document, or
    - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
  7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
  8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
  9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

###### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **SYSTEM SECURITY AND MAINTENANCE**

###### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

### C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

### D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

### E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

#### F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

### ARTICLE VI

#### MODIFICATION AND TERMINATION

##### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

##### B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

### ARTICLE VII

#### PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Compass Minerals International, Inc. (Employer) hereby designates and appoints Crystal Jensen (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:11557

Client Company ID Number:1238405

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent HireRight, LLC. (v29)	
Name (Please Type or Print)	Title
Crystal Jensen	
Signature	Date
Electronically Signed	October 12, 2017
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Compass Minerals International, Inc.
Company Facility Address	9900 W 109th Street Suite 100 Overland Park, KS 66210
Company Alternate Address	9900 W 109th Street Suite 100 Overland Park, KS 66210
County or Parish	Johnson
Employer Identification Number	36-3972986
North American Industry Classification Systems Code	Support Activities For Mining (213)
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	9

Company ID Number:11557

Client Company ID Number:1238405

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

Kansas	2
Wisconsin	2
Minnesota	1
New York	1
Louisiana	1
Utah	1
Illinois	1

Company ID Number:11557

Client Company ID Number:1238405

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	Scott Burgess
Phone Number	(913) 344-9307
Fax Number	
Email Address	burgesss@compassminerals.com

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

**July 27, 2022**

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

**Authorized Signatories**

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

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

Kevin S. Crutchfield	President and CEO
Lorin Crenshaw	Chief Financial Officer
Teresa D. Cook	Chief Accounting Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
James D. Standen	Chief Commercial Officer
James A. Vanderwel	Treasurer
Jon Schnieders	Vice President, Salt
Bill Crooks	Director, Customer Service
Joel Gerdes	Director, U.S. Highway Sales
Ryan Royer	National Sales Manager
Greg Traen	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Harrison Green	Highway Sales Manager
Austin Welch	Highway Sales Manager
Jason Fritz	Highway Sales Manager
Amanda Heady	Highway Sales Manager
Matthew Denner	Sales Manager
Zoe Vantzou	Assistant Secretary

**General**

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

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

[Signature Page Follows]

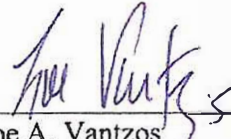
**IN WITNESS WHEREOF**, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will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

  
\_\_\_\_\_  
Lorin Crenshaw

\_\_\_\_\_  
Zoe A. Vantzog

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

\_\_\_\_\_  
Lorin Crenshaw

  
\_\_\_\_\_  
Zoe A. Vantzor



## CREDIT INFORMATION

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

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### OFFICERS:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer
S. Bradley Griffith	Chief Commercial Officer
George J. Schuller, Jr.	Chief Operations Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
Luis E. Montiel	Vice President, Finance and Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary
Zoe A. Vantzios	Assistant Secretary
Kelley A. Schnieders	Assistant Secretary

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### TRADE REFERENCES:

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

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

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

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

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### BANK REFERENCES:

JP Morgan Chase  
One Chase Plaza, 7<sup>th</sup> Floor  
New York, NY 10005

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

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### RESALE / EXEMPTION STATUS:

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



## Product Data Sheet

### Production Location

- Cote Blanche, Louisiana - USA

### Product Description

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

### Physical Properties

- Bulk Density: 72 lb/ft<sup>3</sup>
- Average Particle Size: 0.103"

### Admixture

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

### Method of Analysis

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

### Chemical Analysis

Constituent	Formula		Typical	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO <sub>4</sub>	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.01	0 - 0.77
Water Insolubles		(%)	0.12	0 - 0.64
Moisture		(%)	0.10	0 - 0.54
Calcium	Ca	ppm	3150	2238 - 4062
Magnesium	Mg	ppm	63	0 - 198
Sulfate	SO <sub>4</sub>	(%)	8325	4779 - 11871

### Typical Screen Data

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.75	0.75	100.0	99 - 100
1/2	1/2	0.5	99.6	98 - 100
0.375	0.375	0.375	95.5	83 - 100
4	4	0.187	77.6	42 - 100
8	8	0.0937	47.0	4 - 90
16	14	0.0469	21.4	0 - 45
30	20	0.0234	9.2	0 - 24

### Packaging

Description	Old Product Code	New Product Code
Bulk	7608	613624
Bulk, Untreated		2932815

Compass Minerals  
 9900 West 109th Street - Suite 100  
 Overland Park, Kansas 66210  
 Ph: 800-755-7258 Fax: 800-359-7258

*This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s). Chemical Analysis and Screen data are based on the previous year's historical data.*

January 2021

# Product Data Sheet



9900 West 109<sup>th</sup> Street – Suite 100  
Overland Park, Kansas 66210  
Phone 800-755-7258 Fax 800-359-7258

## DE-ICING ROCK SALT

### PRODUCTION LOCATION

Goderich, Ontario

### PRODUCT DESCRIPTION

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

### TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

USS Mesh	Tyler Mesh	Open (in.)	Ret %	Range %	Cum %	Range %
0.500	0.500	0.500	0.3	0 - 2	0.3	0 - 2
3/8	0.371	0.374	4.0	0 - 8	4.3	0 - 9
4	4	0.187	25.8	17 - 34	30.1	19 - 41
8	8	0.0937	79.7	23 - 35	59.8	50 - 70
16	14	0.0464	18.8	14 - 24	78.6	72 - 85
30	28	0.0236	10.4	0 - 3	89.01	85 - 93
Pan	Pan		10.9	6 - 15	100.0	

Average Particle Size 0.013 inches (6.37 mesh)

### ADMIXTURE

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

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

### METHOD OF ANALYSIS

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

### PHYSICAL PROPERTIES

Bulk Density 1220 kg/m<sup>3</sup> (76 lbs/ft<sup>3</sup>)

Product Description and Codes	UPC code	Product Code
Bulk		6615



# SAFETY DATA SHEET

## 1. Identification

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

## 2. Hazard identification

<b>Physical hazards</b>	Not classified.
<b>Health hazards</b>	Not classified.
<b>Environmental hazards</b>	Not classified.
<b>WHMIS 2015 defined hazards</b>	Not classified
<b>Label elements</b>	
<b>Hazard symbol</b>	None.
<b>Signal word</b>	None.
<b>Hazard statement</b>	The product and/or mixture does not meet the criteria for classification.
<b>Precautionary statement</b>	
<b>Prevention</b>	Observe good industrial hygiene practices.
<b>Response</b>	Wash hands after handling.
<b>Storage</b>	Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)
<b>Disposal</b>	Dispose of waste and residues in accordance with local authority requirements.
<b>WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)</b>	None known

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

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### 3. Composition/Information on ingredients

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**Mixture**

Ingredients not identified are non-hazardous by GHS criteria.

**Composition comments** Non-hazardous by WHMIS/OSHA criteria

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### 4. First-aid measures

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<b>Inhalation</b>	Avoid breathing dust. If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
<b>Skin contact</b>	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
<b>Eye contact</b>	Rinse with water. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.

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### 5. Fire-fighting measures

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

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### 6. Accidental release measures

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

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### 7. Handling and storage

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

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### 8. Exposure controls/Personal protection

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<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).

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**Appropriate engineering controls**

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

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

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

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

Safety glasses if eye contact is possible.

**Skin protection****Hand protection**

Rubber gloves. Confirm with a reputable supplier first.

**Other**

Wear suitable protective clothing.

**Respiratory protection**

No personal respiratory protective equipment normally required.

**Thermal hazards**

Not applicable.

**General hygiene considerations**

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

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### 9. Physical and chemical properties

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

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### 10. Stability and reactivity

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

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

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### 11. Toxicological information

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#### Information on likely routes of exposure

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

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

#### Information on toxicological effects

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

#### Respiratory or skin sensitization

<b>Respiratory sensitization</b>	Not available.
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.

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

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

#### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

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

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### 12. Ecological information

---

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

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### 13. Disposal considerations

---

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

<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

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#### 14. Transport information

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

---

#### 15. Regulatory information

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<b>Canadian federal regulations</b>	This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the IIPR.	
<b>Export Control List (CEPA 1999, Schedule 3)</b>	Not listed.	
<b>Greenhouse Gases</b>	Not listed.	
<b>Precursor Control Regulations</b>	Not regulated.	
<b>WHMIS 2015 Exemptions</b>	Not controlled	
<b>US federal regulations</b>	This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	
<b>TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)</b>	Not regulated.	
<b>CERCLA Hazardous Substance List (40 CFR 302.4)</b>	Not listed.	
<b>SARA 304 Emergency release notification</b>	Not regulated.	
<b>OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)</b>	Not listed.	
<b>Superfund Amendments and Reauthorization Act of 1986 (SARA)</b>		
<b>SARA 302 Extremely hazardous substance</b>	No	
<b>SARA 311/312 Hazardous chemical</b>	No	
<b>SARA 313 (TRI reporting)</b>	Not regulated.	
<b>Other federal regulations</b>		
<b>Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List</b>	Not regulated.	
<b>Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)</b>	Not regulated.	
<b>US state regulations</b>	See below	
<b>US. California Proposition 65</b>	California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.	

#### Inventory status

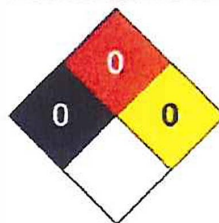
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

## 16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 0
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



### Disclaimer

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

### Issue date

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### Further information

Not available.

### Other information

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