



Commission Order No. 2021-459
Third Quarter Term 2021

COMMISSION ORDER

Tuesday, September 14, 2021
Bid Award

STATE OF MISSOURI }
County of Franklin } ss.

**IN THE MATTER OF AWARDING THE BID FOR ROAD SALT TO
COMPASS MINERALS AMERICA INC. AND MORTON SALT, INC.**

WHEREAS, a Public Notice to Bidders asking for sealed bids for Road Salt was published in the Washington Missourian August 11, 2021 edition for receipt by August 31, 2021; and

WHEREAS, two (2) bids were received from Compass Minerals America Inc. and Morton Salt, Inc.; and

WHEREAS, after due deliberation and consideration, it is the recommendation of the Franklin County Purchasing Department that the contract for Road Salt be awarded to both Compass Minerals America Inc. and Morton Salt, Inc.; and

WHEREAS, the Franklin County Commission hereby finds and determines it is in the best interest of Franklin County to award the bid for Road Salt to both Compass Minerals America Inc. and Morton Salt, Inc.

IT IS THEREFORE ORDERED by the Franklin County Commission that the contract for Road Salt is hereby awarded to Compass Minerals America Inc. and Morton Salt, Inc. and that the Presiding Commissioner, Tim Brinker, is authorized to execute any and all documents as may be necessary or desirable to carry out and comply with the intent of this Order for and on behalf of the County of Franklin, Missouri.

IT IS FURTHER ORDERED that a copy of this Order be provided to Compass Minerals America Inc.; Morton Salt, Inc.; Jim Grutsch, Highway Administrator; Michelle Patke, Highway Department; Shakara Bray, Purchasing Director; Lynne Maloney, Accounts Payable; and to Angela Gibson, Auditor.

I hereby certify that there is a balance otherwise unencumbered to the credit of the current year appropriation to which this order is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund which payment is to be made, each sufficient to meet this obligation.

Auditor Angela Gibson 9/14/2021

[Signature]
Presiding Commissioner

[Signature]
Commissioner of 1st District

[Signature]
Commissioner of 2nd District



FRANKLIN COUNTY
PURCHASING DEPARTMENT

September 9, 2021

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: RFB 2021-22 Road Salt

Dear Commissioners,

On August 31, 2021 the Purchasing Department received and opened two bids. The publication date of the solicitation was August 11, 2021. 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.



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

RFB NO: 2021-22

TITLE: Road Salt

Solicitation Schedule & Deadlines:

August 11, 2021	Solicitation Release
August 18, 2021 10:00 AM	Deadline for Submitting Questions
August 20, 2021 4:30 PM	Deadline to post Addendum
August 31, 2021 2:00 PM	Deadline to Submit Response
August 31, 2021 2:30 PM	Opening Date Time

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

August 31, 2021 PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274 Email: 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)

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

8/26/2021

Date

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 2021-22 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 2021-22 Road Salt (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

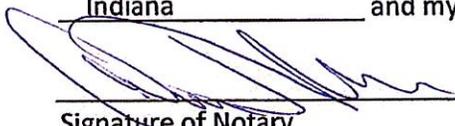
In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

 Anthony T. Patton
Authorized Representative's Signature Printed Name

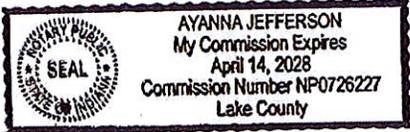
Director, Bulk Deicing US Government Sales 8/26/2021
Title Date

Subscribed and sworn to before me this 26th of August 2021. I am
Day Month, Year

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

 8/26/2021
Signature of Notary Date

Ayanna Jefferson



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

8/26/2021
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) 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
2021-22 Road Salt

REQUIRED PRICING

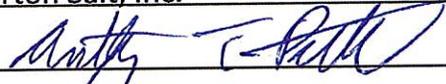
The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

Price per ton – delivered \$85.11

Price per ton, per month, stored at Supplier location \$90.11

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 * By mutual agreement

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.

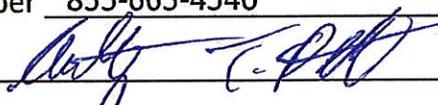
F.O. B. Location St. Louis MO

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 

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

Date 8/26/2021

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 Anthony T. Patton

Contact Name Title Director, Bulk Deicing US Government Sales

Email Address bids@mortonsalt.com

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

MORTON SALT, INC.
F01076210

A Delaware entity was created under the laws of this State on 8/4/2010, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, the 3rd day of February, 2021.


Secretary of State

Certification Number: CERT-IN56015



Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Morton Salt, 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.
444 West Lake Street

6 City, state, and ZIP code
Chicago, IL 60606

7 List account number(s) here (optional)

Requester's name and address (optional)

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									
2	7	-	3	1	4	6	1	7	4

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 ▶

Date ▶ 08/25/2021

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.

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-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.*

- Form 1099-INT (interest earned or paid)



CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)

8/26/2021

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

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

PRODUCER 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	
	INSURER A : HDI Specialty Insurance Company	NAIC # 16131
	INSURER B : Zurich American Insurance Company	16535
	INSURER C : American Zurich Insurance Company	40142
	INSURER D :	
	INSURER E :	
	INSURER F :	

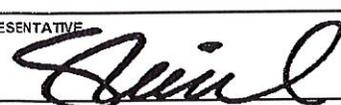
INSURED
1492667 Morton Salt, Inc.
10955 Lowell Ave, Suite 500
Overland Park KS 66210

COVERAGES CERTIFICATE NUMBER: 17791862 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLCD5717700S	4/30/2021	4/30/2022	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	BAP 6221209 08	4/30/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> 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 07 (AOS) WC 6221213 07 (Retro) EWS 6221214 07 (OH Excess)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<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)
 RE: RFB NO: 2021-22 TITLE: Road Salt, Franklin County, its employees, elected officials, representatives, 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.

CERTIFICATE HOLDER 17791862 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: 2021-22

TITLE: Road Salt

Solicitation Schedule & Deadlines:

August 11, 2021	Solicitation Release
August 18, 2021 10:00 AM	Deadline for Submitting Questions
August 20, 2021 4:30 PM	Deadline to post Addendum
August 31, 2021 2:00 PM	Deadline to Submit Response
August 31, 2021 2:30 PM	Opening Date I Time

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

August 31, 2021 PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274 Email: 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)

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".

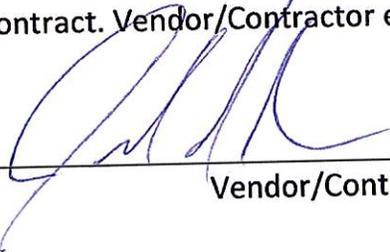
2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

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

8/26/2021
Date

Austin Welch - Manager 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 Austin Welch (Name of Business Entity Authorized Representative)
as Manager 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: 2021-22 (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: 2021-22 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

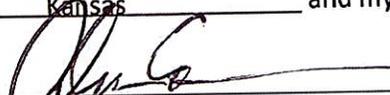
In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

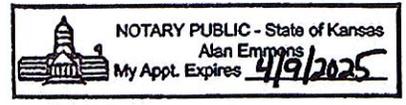
 Austin Welch
Authorized Representative's Signature Printed Name

Manager Highway Sales 8/26/2021
Title Date

Subscribed and sworn to before me this 26th of August, 2021. 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

 8/26/2021
Signature of Notary Date



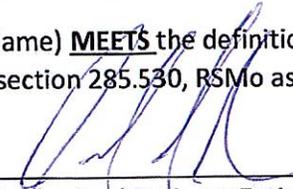
AFFIDAVIT OF WORK AUTHORIZATION

(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.

Austin Welch
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Compass Minerals America Inc.
Business Entity Name

8/26/2021
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) 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
2021-22 Road Salt

REQUIRED PRICING

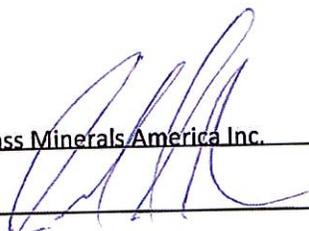
The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

Price per ton – delivered \$76.52

Price per ton, per month, stored at Supplier location \$70.00

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 Austin Welch - Manager 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 _____

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.

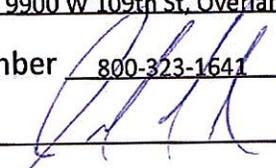
F.O. B. Location St. Louis

Indicate the deadline date that orders will be accepted. 9/1/21 - 8/30/22

Company Name Compass Minerals America Inc.

Address 9900 W 109th St, Overland Park, KS 66210

Phone Number 800-323-1641

Signature 

Title Manager Highway Sales

Date 8/26/2021

VENDOR INFORMATION

Company Name Compass Minerals America Inc.

Mailing Address 9900 W 109th Street

Overland Park, KS 66210

Phone number 800-323-1641

Contact Name Austin Welch

Contact Name Title Manager Highway Sales

Email Address highwaygroup@compassminerals.com

ATTACHMENT 1
SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

SOLICITATION # 2021-22 DATE: August 31, 2021

DESCRIPTION: Road Salt

Vendor Name: Compass Minerals America Inc.

Vendor Address: 9900 W 109th St, Overland Park, KS 66210



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2020

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 Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
CN101916390-STND-GAWU-20-21 INSURED Compass Minerals America Inc. 9900 West 109th Street Overland Park, KS 66210	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:		

COVERAGES **CERTIFICATE NUMBER:** SEA-003683780-09 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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		XSLG27630431	11/01/2020	11/01/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/POP AGG	\$ 4,000,000
								\$
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	X		ISAH08873628	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							COMP/COLL DED	\$ 2,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G28187981005	11/01/2020	11/01/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLCR68929921 (AOS) SCFC68929933 (WI)	11/01/2020 11/01/2020	11/01/2021 11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							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 of Marsh USA Risk & Insurance Services Tiffani Berrett <i>Tiffani Berrett</i>

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Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Compass Minerals America Inc.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p><small>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.</small></p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>9900 West 109th Street, Suite 100</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Overland Park, KS 66210</p>	
	<p>7 List account number(s) here (optional)</p>	

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													
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Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> </tr> </table>	4	8	-	1	0	4	7	6	3	2			
4	8	-	1	0	4	7	6	3	2				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ <i>Mary Wells</i>	Date ▶ <i>March 24, 2021</i>
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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.

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

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(l)) 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.

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

- 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.

- 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.

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.

- 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

Information Required for the E-Verify Program	
Information relating to your Company:	
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

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.**

March 10, 2021

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
James D. Standen	Chief Financial Officer
S. Bradley Griffith	Chief Commercial Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
Luis E. Montiel	Vice President, Finance and Treasurer
Jon Schnieders	Vice President, Salt
Bill Crooks	Director, Customer Service
Joel Gerdes	Director, U.S. Highway Sales
Joe Uriell	Director, Sales Industrial
Ryan Royer	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Harrison Green	Highway Sales Manager
Austin Welch	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Zoe Vantzios	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]

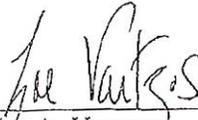
IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute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


James D. Standen

Zoe A. Vantzios

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.

James D. Standen



Zoe A. Vantzor



CREDIT INFORMATION

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

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

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
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
tlalonde@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 Intoplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:

JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

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

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.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "FIRST" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

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/ft³
- 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 ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	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 ₄	(%)	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	99.8	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	28	0.0234	9.2	0 - 24

Packaging

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

Product Data Sheet



9900 West 109th 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.

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	97.84	96 - 99
Calcium Sulphate	CaSO ₄	(%)	1.57	0.39 - 3
Magnesium Chloride	MgCl ₂	(%)	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 ₄	ppm	10670	5096 - 16244

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	29.7	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

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/m³ (76 lbs/ft³)

Product Description and Codes	UPC code	Product Code
Bulk		6615



1. Product and Company Identification

Product identifier	Sodium Chloride
Other means of identification	
Synonyms	Sifto Water Care Products, Sifto Safe Step Xtreme, Safe Step 5300 Performance 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, Natural Salt water care, Sun Soft Water Care Products, Culligan 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 Nature's Power , 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, Salt brine, Sifto Salt, Sifto Safe Step Enviro-Guard, Sifto Safe Step Ice Salt, SureSoft water care products, Thawrox Treated salt, Winter Storm, Winter Storm Blue, DriRox De-icer.
Recommended use	General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer information	Compass Minerals America Inc. 9900 West 109th Street Suite 100 Overland Park, KS 66210 US 913-344-9200
Supplier	Compass Minerals Canada Corp 6700 Century Avenue Mississauga L5N 6A4 CA Phone 1-905-567-0231
CHEMTREC	1-800-424-9300
CANUTEC	1-613-996-6666

2. Hazards Identification

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

Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture

Non hazardous by WHMIS Criteria.

Composition comments The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non- hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

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

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	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.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

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

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

If there is constant skin contact, suitable gloves are recommended.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

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

10. Stability and Reactivity

Reactivity	None known.
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Possibility of hazardous reactions	Hazardous polymerization does not occur.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Acids. Strong oxidizing agents.
Hazardous decomposition products	May include and are not limited to: Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	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

Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.
Respiratory or skin sensitization	
Respiratory sensitization	Not available.
Skin sensitization	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.
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	
Not listed.	
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Teratogenicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Not classified.

12. Ecological Information

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

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	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).
Contaminated packaging	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.

14. Transport Information

Transport of Dangerous Goods (TDG) Proof of Classification	In accordance with Part 2.2.1 (SOR/2014-152) of the Transportation of Dangerous Goods Regulations, we certify that the classification of this product is correct as of the SDS date of issue.
U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the HPR.
Export Control List (CEPA 1999, Schedule 3)	Not listed.
Greenhouse Gases	Not listed.
Precursor Control Regulations	Not regulated.
WHMIS 2015 Exemptions	Not controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	Not listed.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.
Other federal regulations	
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
US state regulations	See below
US. Massachusetts RTK - Substance List	Not regulated.
US. New Jersey Worker and Community Right-to-Know Act	Not regulated.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

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

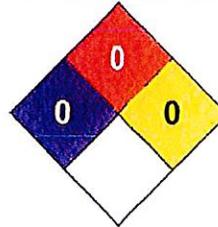
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*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

13-October-2017

Version #

01

Effective date

13-October-2017

Other information

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

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: 9/9/21

Official/Appointed Requestor: Meagan Consert

Name of item/service requesting: Road salt - Awarding to
Compass Minerals America Inc & Morton Salt

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

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

Account	Estimated Amount
<u>7200-901-692.500</u>	<u>see Bid</u>
_____	_____
_____	_____
_____	_____

Auditor approval of funds: Angela Gibson Date: 9/9/2021

Purchasing Director approval: Shirley Brady Date: 9/9/21

Circle One Solicitation New Contract Renew Existing Signature

Attached solicitation information and no: 2021-22

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.)