



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, October 03, 2023  
Bid Award

## IN THE MATTER OF AWARDING THE BID FOR ROAD SALT TO COMPASS MINERALS AMERICA INC., OAKLEY FERTILIZER, INC., AND NSG LOGISTICS, LLC

**WHEREAS**, a Public Notice to Bidders asking for sealed bids for Road Salt was published in the Washington Missourian August 09, 2023 edition for receipt by August 31, 2023; and

**WHEREAS**, five (5) bids were received from Compass Minerals America Inc., Morton Salt, Inc., Oakley Fertilizer, Inc., NSG Logistics, LLC, and Nuway Express, Inc.; and

**WHEREAS**, after due deliberation, consideration, and discussion with the Franklin County Highway Department, it is the recommendation of the Franklin County Purchasing Department that the contract for Road Salt be awarded to the three lowest bidders; Compass Minerals America Inc., Oakley Fertilizer, Inc., and NSG Logistics, LLC; 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 Compass Minerals America Inc., Oakley Fertilizer, Inc., and NSG Logistics, LLC.

**IT IS THEREFORE ORDERED** by the Franklin County Commission that the contract for Road Salt is hereby awarded to Compass Minerals America Inc., Oakley Fertilizer, Inc., and NSG Logistics, LLC, and that Jim Grutsch, Highway Administrator, 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.; Oakley Fertilizer, Inc.; NSG Logistics, LLC; Jim Grutsch, Highway Administrator; Michelle Patke, Highway Department; Shakara Bray, Purchasing Director; Meagan Johnson, Purchasing Agent; 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 10/3/23

  
\_\_\_\_\_  
Presiding Commissioner

  
\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

  
\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



**FRANKLIN COUNTY**  
PURCHASING DEPARTMENT

September 11, 2023

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

RE: RFB 2023-17 Road Salt

Dear Commissioners,

On August 31, 2023 the Purchasing Department received and opened five bids. The publication date of the solicitation was August 9, 2023. The responses were from Compass Minerals America, Inc, Oakley Fertilizer, NSG Logistics, LLC., Nuway Express Inc., & Morton Salt. Following review of the bids and speaking with Jim Grutsch, Hwy Administrator the Purchasing Department hereby submits recommendation for awarding the Road Salt Bid to the three lowest bids; Oakely Fertilizer, Compass Minerals, and NSG Logistics LLC.

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

Thank you,

Shakara Bray, Purchasing Agent

COPY



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

RFB NO: 2023-17

TITLE: Road Salt

Solicitation Schedule & Deadlines:

August 9, 2023	Solicitation Release
August 16, 2023 10:00 AM	Deadline for Submitting Questions
August 21, 2023 4:30 PM	Deadline to post Addendum
August 31, 2023 2:00 PM	Deadline to Submit Response
August 31, 2023 2:30 PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"  
August 31, 2023 2:00 PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

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

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: BRUCE OAKLEY INC. DBA - OAKLEY FERTILIZER

# 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.

*Rich Coffman*

Vendor/Contractor Signature

8-16-2023

Date

*RICH COFFMAN - REGIONAL SALES MGR.*

Vendor/Contractor Name and Title

**PRICING FORM**  
**2023-17 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 \$80.42/TON

Price per ton, per month, stored at Supplier location \*

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

\* TONS MUST BE PURCHASED (PREPAY) TO STORE ON OUR STOCKPILE. ANY TONS NOT PULLED BY SEPT. 1, 2024 WILL BE CHARGED \$3.00/TON. THIS IS A ONE TIME CHARGE.

Company Name OAKLEY FERTILIZER

Authorized Signature Rich Coffman

Printed name and title RICH COFFMAN - REGIONAL SALES MGR.

*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 \_\_\_\_\_ ✓

THOSE ENTITIES MAY CONTACT ME FOR INDIVIDUAL QUOTES.

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 \_\_\_\_\_

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

Company Name OAKLEY FERTILIZER

Address 1 ANGELICA ST. ST LOUIS, MO 63147

Phone Number 314-236-4060

Signature Reh Aggman

Title REGIONAL SALES MGR.

Date 8.16.2023

**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 Tommy MITCHELL (Name of Business Entity Authorized Representative)  
as Controller (Position/Title)

first being duly sworn on my oath, affirm BRUCE OAKLEY LLC (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 employment (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 BRUCE OAKLEY LLC (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 employment (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.)*

Tommy Mitchell  
Authorized Representative's Signature

TOMMY MITCHELL  
Printed Name

Controller  
Title

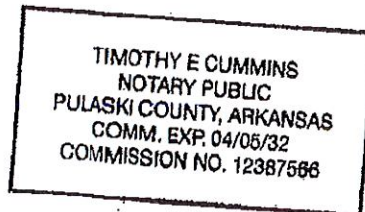
8-15-2023  
Date

Subscribed and sworn to before me this 15<sup>th</sup> of August 2023. I am  
Day Month, Year

commissioned as a notary public within the County of Pulaski, State of Arkansas and my commission expires on Date 04-05-2032

Timothy Cummins  
Signature of Notary

15 August 2023  
Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Bruce Oakley 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.

Tommy MITCHELL

Authorized Business Entity  
Representative's Name  
(Please Print)

Tommy Mitchell

Authorized Business Entity  
Representative's Signature

BRUCE OAKLEY INC.

Business Entity Name

8-15-2025

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:

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

AND

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



Company ID Number: 1545512

Approved by:

<b>Employer</b> Bruce Oakley, Inc.	
Name (Please Type or Print) Lisa Hicks	Title
Signature Electronically Signed	Date 05/28/2020
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/28/2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2023

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

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

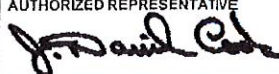
<b>PRODUCER</b> TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 319-366-2723      FAX (A/C, No): 319-862-0612 E-MAIL ADDRESS: service@truenorthcompanies.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	
<b>INSURED</b> Oakley Fertilizer, Inc. PO Box 17880 North Little Rock AR 72117	OAKLTRU-02	INSURER A : ACE American Insurance Company	22667
		INSURER B : Ascot Insurance Company	23752
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER: 1196724364**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	MAPL221000162204	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	ISAH1076287A	7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		MAXS221000049005	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WLRC50735606	7/31/2023	7/31/2024	<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)  
Above referenced excess policy MAXS221000049005 applies to General Liability  
Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners are listed Additional Insured with respect to General Liability & Auto Liability if required by contract or agreement subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Franklin County 400 E Locust Street Room 206 Union MO 63084	<b>CANCELLATION</b>  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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

## VENDOR INFORMATION

Company Name OAKLEY FERTILIZER

Mailing Address 1 ANGELICA ST

ST LOUIS, MO 63147

Phone number 314-236-4060

Contact Name RICH COFFMAN

Contact Name Title REGIONAL SALES MGR.

Email Address RICH.COFFMAN@BRUCEOAKLEY.COM

## Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Oakley Fertilizer, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> 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 type="checkbox"/> C Corporation                     <input checked="" 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) ▶ _____                  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.             </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	<p><b>4</b> 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 style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>3400 Gribble Street</b></p> <p><b>6</b> City, state, and ZIP code  <b>North Little Rock, AR 72114</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (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									
or									
Employer identification number									
7	1	-	0	8	1	5	1	4	6

### Part II Certification

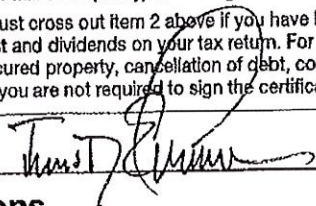
Under penalties of perjury, I certify that:

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 ▶



Date ▶ 3 March 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](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

COPY

## SUBMISSION CHECKLIST

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

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

#### USE THESE FORMS ONLY

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



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

RFB NO: 2023-17

TITLE: Road Salt

Solicitation Schedule & Deadlines:

August 9, 2023	Solicitation Release
August 16, 2023 10:00 AM	Deadline for Submitting Questions
August 21, 2023 4:30 PM	Deadline to post Addendum
August 31, 2023 2:00 PM	Deadline to Submit Response
August 31, 2023 2:30 PM	Opening Date / Time

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

August 31, 2023 2:00 PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

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

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: NSG Logistics, LLC dba NSG Trucking, LLC

# 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

Aug. 28, 2023  
Date

Kristy Wolf, Bid Administrator

Vendor/Contractor Name and Title

**PRICING FORM**  
**2023-17 Road Salt**

**REQUIRED PRICING**

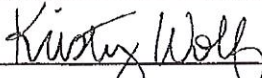
The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

Price per ton – delivered \$93.50

Price per ton, per month, stored at Supplier location \$42.67 - Independent Salt, Kanopolis, KS

Maximum number of months salt can be stored at Supplier location 8

Company Name NSG Logistics, LLC dba NSG Trucking, LLC

Authorized Signature 

Printed name and title Kristy Wolf, Bid Administrator

*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 Not at this time \_\_\_\_\_

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 \_\_\_\_\_

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

Company Name NSG Logistics, LLC dba NSG Trucking, LLC

Address 115 W 16th St., Gothenburg, NE 69138

Phone Number 308-537-7191 ext. 209

Signature 

Title Bid Administrator

Date August 28, 2023

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 Kristy Wolf (Name of Business Entity Authorized Representative)  
as Bid Administrator (Position/Title)

first being duly sworn on my oath, affirm NSG Logistics, LLC (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: 2023-17 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 NSG Logistics, LLC (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: 2023-17 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.)*

Kristy Wolf

Kristy Wolf

Authorized Representative's Signature

Printed Name

Bid Administrator

August 28, 2023

Title

Date

Subscribed and sworn to before me this 28th of August, 2023. I am  
Day Month, Year

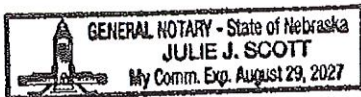
commissioned as a notary public within the County of Dawson, State of Nebraska and my commission expires on Date 8/29/2027

Julie J. Scott

8/28/2023

Signature of Notary

Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that NSG Logistics, LLC (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.

Kristy Wolf

Authorized Business Entity  
Representative's Name  
(Please Print)



Authorized Business Entity  
Representative's Signature

NSG Logistics, LLC

Business Entity Name

August 28, 2023

Date

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

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

AND

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

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and NSG Trucking, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer 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 Social Security Administration (SSA), and DHS.

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. The Employer agrees to display the following notices supplied by DHS 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
2. 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.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1671645

Approved by:

<b>Employer</b> NSG Trucking, LLC	
Name (Please Type or Print) Sean Simon	Title
Signature Electronically Signed	Date 04/16/2021
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/16/2021

Company ID Number: 1671645

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	NSG Trucking, LLC
Company Facility Address	115 W 16th St Gothenburg, NE 69138
Company Alternate Address	
County or Parish	DAWSON
Employer Identification Number	853039815
North American Industry Classification Systems Code	484
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)

Company ID Number: 1671645

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

NE	1
TX	1

Company ID Number: 1671645

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

Name Lisa A Geiken  
Phone Number 3085377191  
Fax  
Email lisaa@nsaco.com

Name Sean Simon  
Phone Number 8179092427  
Fax  
Email sean@nsaco.com



Company ID Number: 1671645

This list represents the first 20 Program Administrators listed for this company.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)

08/28/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Insurance Store, Inc. P O Box 174 Sidney, NE 69162 Dennis R. Hicks		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>NEBRA-2</b>		FAX (A/C, No):
<b>INSURED</b> NSG LOGISTICS, LLC NSG TRUCKING, LLC DBA NSG TRANSPORT 115 WEST 16TH STREET GOTHENBURG, NE 69138		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Employers Mutual Company		21415
		INSURER B: Employers Mutual Company		21415
		INSURER C: Employers Mutual Company		21415
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X	4D32284	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> BLANKET ADD'L					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> BLANKET WAIVER					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	X	4E32284	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		4J32284	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	4H32284	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	CARGO		4C32284	06/01/2023	06/01/2024	PER VEH 25,000 DED 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 FRANKLIN COUNTY, ITS EMPLOYEES, ELECTED OFFICIALS, REPRESENTATIVES, AND MEMBERS OF ITS BOARD &/OR COMMISSIONERS AS ADDITIONAL INSURED'S. INCLUDES A 30 DAY CANCELLATION

**CERTIFICATE HOLDER**

FRANKMO  
  
FRANKLIN COUNTY  
400 E LOCUST STREET, STE 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

© 1988-2009 ACORD CORPORATION. All rights reserved.

## VENDOR INFORMATION

Company Name NSG Logistics, LLC dba NSG Trucking, LLC

Mailing Address 115 W 16th St., Gothenburg, NE 69138

Phone number 308-537-7191

Contact Name Kristy Wolf

Contact Name Title Bid Administrator

Email Address bids@nsgco.com

# Request for Taxpayer Identification Number and Certification

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

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

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. <b>NSG Logistics, LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>DBA Nebraska Salt &amp; Grain</b>	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b> 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. <input type="checkbox"/> 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. <b>115 W 16Th St., PO Box 489</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Gothenburg, NE 69138</b>	
	7 List account number(s) here (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									
8	5	-	1	4	4	5	0	2	7

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1/1/23</b>
------------------	----------------------------	----------------------

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



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

RFB NO: 2023-17

TITLE: Road Salt

Solicitation Schedule & Deadlines:

August 9, 2023	Solicitation Release
August 16, 2023 10:00 AM	Deadline for Submitting Questions
August 21, 2023 4:30 PM	Deadline to post Addendum
August 31, 2023 2:00 PM	Deadline to Submit Response
August 31, 2023 2:30 PM	Opening Date   Time

Responses must be received no later than "Deadline to Submit Response"  
August 31, 2023 2:00 PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

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

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.

**COPY**

## SUBMISSION CHECKLIST

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

I have read ALL Terms and Conditions and Bid documents closely

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

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

### USE THESE FORMS ONLY

Solicitation Cover page

Contractual Terms and Conditions Acknowledgement

Pricing Form completed and signed

Cooperative Agreement Notice completed and signed

Affidavit for Work Authorization completed and Notarized

(Additional required verification is included)

Certificate of Insurance

I have one original and two copies that are labeled accordingly

I have included contact information

Envelope is sealed and label attached

W9 is completed and attached

## BACKGROUND INFORMATION

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

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

The length of this contract is for one year.

## SPECIFIC REQUIREMENTS

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

Name: 95% Sodium Chloride

Minimum % NaCl: 95

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

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

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

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

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

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

## 6. Delivery

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

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

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

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

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

a. A valid certification or seal of approval by the Division of Weights and Measures of the Missouri Department of Agricultural will be acceptable.

b. A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand populations or more will be acceptable.

c. Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the Certification of Calibration to the Franklin County representative.

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



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

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

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

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

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

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

**L. Franklin County delivery locations:**

a. 1360 Riverview Drive, Union, MO 63084 – Est. Quantity – 400 ton

b. 4987 Highway ZZ, Gerald, MO 63037 – Est. Quantity – 400 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

e. New Location: 3401 Hwy 50 Beaufort, Mo 63013 -400 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

8/24/23

Date

---

Joel Gerdes - Director US Highway Sales

Vendor/Contractor Name and Title

**AFFIDAVIT OF WORK AUTHORIZATION**


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

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

first being duly sworn on my oath, affirm Compass Minerals America Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to RFB NO: 2023-17 (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: 2023-17 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.


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

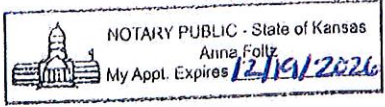
 \_\_\_\_\_  
Authorized Representative's Signature Printed Name

Director US Highway Sales \_\_\_\_\_  
Title Date

Subscribed and sworn to before me this 24<sup>th</sup> of August. I am  
Day Month, Year

\_\_\_\_\_ commissioned as a notary public within the County of Johnson, State of  
Kansas and my commission expires on Date

 \_\_\_\_\_  
Signature of Notary Date



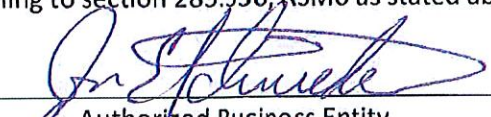
**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

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

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

  
Authorized Business Entity  
Representative's Signature

Compass Minerals America Inc.  
Business Entity Name

8/24/23  
Date

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

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

AND

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

**PRICING FORM**  
**2023-17 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 \$88.21

Price per ton, per month, stored at Supplier location \$82.21

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

Company Name Compass Minerals America Inc

Authorized Signature 

Printed name and title Joel Gerdes - Director US Highway Sales

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

## COOPERATIVE AGREEMENT NOTICE

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

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

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

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

YES   X  

NO \_\_\_\_\_

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

F.O. B. Location   St. Louis - Oakley - One Angelica St, St. Louis, MO 63147  

Indicate the deadline date that orders will be accepted.   9/1/23 - 8/31/24  

Company Name   Compass Minerals America Inc.  

Address   9900 W. 109th Street, Overland Park, KS 66210  

Phone Number   800-323-1641  

Signature     

Title   Joel Gerdes - Director US Highway Sales  

Date   8/24/23

## 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 Joel Gerdes

Contact Name Title Director US 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 # 2023-17 DATE: August 31, 2023 2:00PM**

**DESCRIPTION: Road Salt**

Vendor Name: Compass Minerals America Inc.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2022

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

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

<b>PRODUCER</b> Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : ACE American Insurance Company</b>		22667
<b>INSURER B : ACE Property And Casualty Ins Co</b>		20699
<b>INSURER C : ACE Fire Underwriters Insurance Company</b>		20702
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** SEA-003683780-17                      **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 <input type="checkbox"/> OTHER:	X		XSLG2763154A	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MEDEXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP 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 <input type="checkbox"/> AUTOS ONLY	X		ISAH08869959	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XEU G28187981 007	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C68931824 (AOS)	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A				SCF C68931848 (WI,PA)	11/01/2022	11/01/2023	E.L. EACH ACCIDENT \$ 1,000,000
C				WLR C68931836 (OR)	11/01/2022	11/01/2023	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**                      **CANCELLATION**

Franklin County 400 E Locust Street, Room 06 Union, MO 63084	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  <i>Marsh USA Risk &amp; Insurance Services</i>
--	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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

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

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

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

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

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

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

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

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

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

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

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

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

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

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

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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



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

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

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

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

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

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

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

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

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

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

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

#### B. REFERRAL TO DHS

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

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

## ARTICLE IV

### SERVICE PROVISIONS

#### A. NO SERVICE FEES

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

## ARTICLE V

### SYSTEM SECURITY AND MAINTENANCE

#### A. DEVELOPMENT REQUIREMENTS

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

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

## **B. INFORMATION SECURITY REQUIREMENTS**

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

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

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

software.

## C. DATA PROTECTION AND PRIVACY REQUIREMENTS

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

## D. COMMUNICATIONS

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

## E. SOFTWARE DEVELOPER RESTRICTIONS

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

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

#### F. PENALTIES

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

### ARTICLE VI

#### MODIFICATION AND TERMINATION

##### A. MODIFICATION

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

##### B. TERMINATION

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

### ARTICLE VII

#### PARTIES

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

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



Company ID Number:11557

Client Company ID Number:1238405

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

Approved by:

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



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

Company ID Number:11557

Client Company ID Number:1238405

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

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



Company ID Number:11557

Client Company ID Number:1238405

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

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

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

**June 7, 2023**

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

**Authorized Signatories**

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

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

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


**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]

The undersigned has 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.

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

# Request for Taxpayer Identification Number and Certification

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

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

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. <b>Compass Minerals America Inc.</b>	
	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. <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <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> <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>9900 West 109th St., Suite 100</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Overland Park, KS 66210</b>	
	7 List account number(s) here (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											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>											
or											
Employer identification number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">8</td> <td style="width: 12.5%;">-</td> <td style="width: 12.5%;">1</td> <td style="width: 12.5%;">0</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">7</td> <td style="width: 12.5%;">6</td> <td style="width: 12.5%;">3</td> <td style="width: 12.5%;">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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Mary Wells</i>	Date ▶ <b>January 18, 2023</b>
------------------	--	--------------------------------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



## CREDIT INFORMATION

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

---

### OFFICERS:

Kevin S. Crutchfield	President and CEO
Lorin Crenshaw	Chief Financial Officer
James D. Standen	Chief Commercial Officer
George J. Schuller, Jr.	Chief Operations Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
James A. Vanderwel	Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary

---

### TRADE REFERENCES:

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

H&E Equipment LLC  
7500 Pecue Lane  
Baton Rouge, LA 70809  
225-756-3602  
225-756-3621 (fax) attn. Teresa  
[tlalonde@he-equipment.com](mailto: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, 7<sup>th</sup> Floor  
New York, NY 10005

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

---

### RESALE / EXEMPTION STATUS:

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



## Product Data Sheet

### Production Location

- Goderich, Ontario - Canada

### Product Description

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

### Physical Properties

- Bulk Density: 72 lb/ft<sup>3</sup>
- Average Particle Size: 0.146" (3.7mm)

### Admixture

- Yellow Prussiate of Soda (YPS) added to a max of 70 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		ASTM Spec
Sodium Chloride	NaCl	(%)	95% min

### Particle Size

U.S.S. Mesh	Tyler Mesh	Open (Inches)	ASTM Spec % Passing
1/2	1/2	0.5	100
0.375	0.375	0.375	95 - 100
4	4	0.187	20 - 90
8	8	0.0937	10 - 60
30	28	0.0234	0 - 15

### Packaging

Description	Old Product Code	New Product Code
Bulk	6615	613544

## Product Data Sheet

### Production Location

- Cote Blanche, Louisiana - USA

### Product Description

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

### Physical Properties

- Bulk Density: 72 lb/ft<sup>3</sup>
- Average Particle Size: 0.146" (3.7mm)

### Admixture

- Yellow Prussiate of Soda (YPS) added to a max of 70 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		ASTM Spec
Sodium Chloride	NaCl	(%)	95% min

Particle Size			
U.S.S. Mesh	Tyler Mesh	Open (Inches)	ASTM Spec % Passing
1/2	1/2	0.5	100
0.375	0.375	0.375	95 - 100
4	4	0.187	20 - 90
8	8	0.0937	10 - 60
30	28	0.0234	0 - 15

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



# SAFETY DATA SHEET

## 1. Identification

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

## 2. Hazard identification

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

WHMIS 2015, Physical	None known
Hazard(s) not otherwise classified (PHNOC)	
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

### 3. Composition/Information on Ingredients

#### Mixture

Ingredients not identified are non-hazardous by GHS criteria.

Composition comments Non-hazardous by WHMIS/OSHA criteria

### 4. First-aid measures

Inhalation	Avoid breathing dust. If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
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: Oxides of sodium.

### 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
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	Avoid contact with eyes and skin. Avoid breathing dust. When using, do not eat, drink or smoke.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed in a cool, dry and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

### 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**

<b>Eye/face protection</b>	Safety glasses if eye contact is possible.
<b>Skin protection</b>	
<b>Hand protection</b>	Rubber gloves. Confirm with a reputable supplier first.
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	No personal respiratory protective equipment normally required.
<b>Thermal hazards</b>	Not applicable.
<b>General hygiene considerations</b>	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

---

**9. Physical and chemical properties**

---

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

---

**10. Stability and reactivity**

---

<b>Reactivity</b>	May react with incompatible materials.
<b>Possibility of hazardous reactions</b>	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: Oxides of sodium.

---

## 11. Toxicological Information

---

### Information on likely routes of exposure

Ingestion	May cause stomach distress, nausea or vomiting.
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.

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

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.

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

---

#### 14. Transport information

---

**Transport of Dangerous Goods (TDG) Proof of Classification** Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.

**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**

This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Not listed.

**SARA 304 Emergency release notification**

Not regulated.

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

Not listed.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**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. 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**

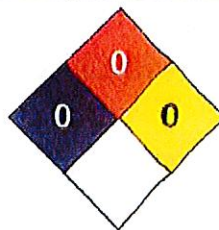
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*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

16-August-2021

### Version #

03

### Effective date

16-August-2021

### Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

### Further information

Not available.

### Other information

For an updated SDS, please contact the supplier/manufacture 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: 9-11-2023

Official/Appointed Requestor: Shakara Bray

Name of item/service requesting: Award Road Salt Bid to Oakley Fertilizer, Compass Minerals, & NSG Logistics LLC

(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
	UNKNOWN QTY'S

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

Purchasing Director approval: Shakara Bray Date: 9-11-2023

Circle One: Solicitation New Contract Renew Existing Signature

Attached solicitation information and no: 2023-17 Road Salt RFB

Previous Commission Order number if applicable: C/O 2022-3216

Cooperative Agreement Number/Information: N/A

Notes: See attached solicitation and supporting documents.

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

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