PROFESSIONAL SERVICES CONTRACT

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This Contract ("this Contract"), entered into by and between Indiana Department of Administration (the "State") and COMPASS MINERALS AMERICA INC (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Indiana Department of Administration on behalf of All State Entities here in referred to as ("State") is establishing a quantity purchase agreement (QPA) for Road Salt. The Contractor shall provide these services and commodities necessary to the State as set forth in BID #ASA-19-086, the Contractor's response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

Exhibit A– List of Awarded Entities & PricingExhibit B– INDOT & Other State Agencies SpecificationsExhibit C– Local Governmental Entities SpecificationsExhibit D– Performance Metrics and Corrective ActionsExhibit E– BID #ASA-19-086 Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Participating Entities

The participating entities on the QPA are attached hereto as **Exhibit A – List of Awarded Entities & Pricing**. Additional State Agencies and Local Entities that are not listed on **Exhibit A** may purchase from the awarded Contractor the commodities and services listed for the INDOT district in which they are located at that district's QPA price upon mutual agreement between both parties. Additional State Agencies and Local Entities that are not listed on **Exhibit A** are bound to all contract terms, including minimum and maximum percent purchase amount (80% - 120%).

B. Scope of Work, Specifications, Delivery Requirements

Road salt scope of work (including but not limited to: specifications, delivery requirements, invoicing, etc.) are delineated in Exhibit B – INDOT & Other State Agencies Specifications and Exhibit C – Local Governmental Entities Specifications.

C. Pre-Season Meeting

The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if INDOT deems it necessary. IDOA and INDOT Central Office shall be included in these meetings, at their discretion, and shall determine the timeframe and date(s) that each meeting should be completed by. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

D. Bi-Weekly Calls

The Contractor shall participate in a bi-weekly call with IDOA, INDOT Central Office, and the awarded district(s). If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

E. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis. All reports shall be submitted in a Microsoft

Excel template provided by IDOA at the start of the contract term. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

- Weekly Depot Salt Levels Report: The Contractor shall submit to IDOA, INDOT Central Office, and INDOT District Contact a weekly salt levels report for each awarded district, listed in Exhibit A – List of Awarded Entities & Pricing. Reports shall include, at a minimum:
 - List of depots in each awarded district (broken up by district) with location
 - Current salt quantity levels
- b. **Bi-Weekly Sales Report:** The Contractor shall submit to IDOA a bi-weekly sales report for INDOT, State Agencies, and other Local Governmental Entities, three business days after the end of the reporting period. Reports shall include, at a minimum:
 - Entity Name
 - INDOT District
 - Salt Type
 - Tons Committed
 - Total Tons Ordered within Reporting Period
 - Last Order Date Within Reporting Period
 - Tons Ordered To Date
 - Tons Remaining (80%)
 - Tons Remaining (120%)
- c. **Penalty/Rejection Report:** The Contractor shall submit to IDOA a monthly report that documents any penalties assessed or orders rejected by INDOT, State Agencies, or Local Governmental Entities. The report shall include, at a minimum:
 - Entity Name
 - Order Date
 - Order Dollar Amount
 - Order Tonnage Amount
 - Penalty Amount
 - Reason for Penalty
 - Rejected: Y/N
- d. **Delivery Report**: The Contractor shall submit to IDOA a monthly report that documents road salt deliveries to entities listed within **Exhibit A**. The report shall include, at a minimum:
 - Entity Name
 - Invoice/Order Number
 - Order Date
 - Delivery Date
 - Expected Delivery Date
 - Days Overdue

F. Performance Metrics

Performance Metrics are delineated in **Exhibit D – Performance Metrics and Corrective Actions**.

G. Timely Reponses to Inquiry

The Contractor shall respond to comments, questions, or meeting requests from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

2. Consideration.

Total Remuneration under this Contract shall not exceed \$17,572,219.260. The Contractor agrees that all prices include delivery, shipping, service and administrative costs required to provide delivery to all State locations unless specifically approved, in writing, by the State.

3. Term. This Contract shall be effective for a period of one year. It shall commence on August 01, 2019 and shall remain in effect through July 31, 2020.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

- H. As required by IC § 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC $\$ 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and

- 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4)

the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30)

days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: [Add additional IVOSBs using the same format.]

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: <u>www.in.gov/idoa/mwbe/payaudit.htm</u>. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at https://www.in.gov/iot/2394.htm. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are N/A.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	
PERCEN	ΙT			

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay (Indiana's subcontractor auditing system), Audit payment emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Tanner Ballinger, Vendor Manager Procurement Division Indiana Department of Administration 402 W. Washington St. Room W468 Indianapolis, Indiana 46204 E-mail: TBallinger@idoa.in.gov

B. Notices to the Contractor shall be sent to:

Sean Lierz, Senior Sales Manager - Highway Sales Compass Minerals, Inc 9900 W 109.th Street, Suite 100 Overland, KS 66210 lierzs@compassminerals.com

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2)

attachments prepared by the State, (3) RFP #____, (4) Contractor's response to RFP #____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

- 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
- 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
- 3. Make progress so as to endanger performance of this Contract; or
- 4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA *Professional Services Contract Manual* or the 2018 SCM *Template*) in any way except as follows: ______

N/A

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

COMPASS MINERALS AMERICA INC	Indiana Department of Administration
By: Sean Lierz	By: Mark Hempel
Title: Senior Sales Manager	Title:
Date: 7/12/2019	Date: July 21, 2019

Electronically Approved by: Department of Administration		
By: (fo Lesley A. Crane, Commissioner Refer to Electronic Approval History found after t page of the Executed Contract for details.	,	
Electronically Approved by: State Budget Agency		ctronically Approved as to Form and Legality: ce of the Attorney General
By: (fo Zachary Q. Jackson, Director Refer to Electronic Approval History found after to page of the Executed Contract for details.	he final Refe	(for) is T. Hill, Jr., Attorney General er to Electronic Approval History found after the final e of the Executed Contract for details.

Exhibit A – List of Awarded Entities

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

INDOT District	Salt Type	INDOT Early Fill	Quantity Needed	Delivery Method	Price Per Ton
10-Crawfordsville Untreated				Delivered	\$89.67
	Untreated	INDOT	34,803	Delivered & Loaded	\$99.67
				Pick Up	\$85.00
30-Greenfield	Untreated	INDOT	21,000	Delivered	\$89.40
				Delivered & Loaded	\$99.40
				Pick Up	\$85.00
		Untreated INDOT		Delivered	\$81.05
60-Vincennes	Untreated		12,000	Delivered & Loaded	\$91.05
				Pick Up	\$78.00

INDOT District	Salt Type	INDOT Seasonal	Quantity Needed	Delivery Method	Price Per Ton
				Delivered	\$89.67
10-Crawfordsville	10-Crawfordsville Untreated	INDOT	42,955	Delivered & Loaded	\$99.67
				Pick Up	\$85.00
	Untreated	INDOT	30,080	Delivered	\$89.40
30-Greenfield				Delivered & Loaded	\$99.40
				Pick Up	\$85.00
				Delivered	\$81.05
60-Vincennes	Untreated	Untreated INDOT	12,000	Delivered & Loaded	\$91.05
				Pick Up	\$78.00

INDOT District	Salt Type	Other State Agencies	Quantity Needed	Delivery Method	Price Per Ton
				Delivered	\$89.67
10-Crawfordsville	Untreated	Plainfield Complex	100	Delivered & Loaded	\$99.67
				Pick Up	\$85.00
				Delivered	\$89.40
30-Greenfield	Untreated	ntreated DOC-Correctional Industria Facility / IR	30,080	Delivered & Loaded	\$99.40
				Pick Up	\$85.00

INDOT District	Salt Type	Local Entity	Quantity Needed	Delivery Method	Price Per Ton
10-Crawfordsville	Untreated	Avon Community School	140	Delivered	\$91.67
10-Clawiolusville	Untreated	Avon community school	140	Pick Up	\$85.00
10-Crawfordsville	Untreated	Boone County	100	Delivered	\$91.67
10-Clawiolusville	Untreated	Boone county	100	Pick Up	\$85.00
10-Crawfordsville	Untreated	City of Attica	75	Delivered	\$91.67
10-crawiorusvine	Untreated		/3	Pick Up	\$85.00
10-Crawfordsville	Untreated	ed City of Crawfordsville Street	700	Delivered	\$91.67
10-Clawiolusville	-Crawfordsville Ontreated City of Crawfordsville Street	700	Pick Up	\$85.00	
10-Crawfordsville		City of Frankfort	200	Delivered	\$91.67
10-Crawfordsville	Untreated	City of Frankfort	200	Pick Up	\$85.00
10-Crawfordsville	Untreated	City of Lafayette	150	Delivered	\$91.67
10-Clawiolusville	Untreated		150	Pick Up	\$85.00
10-Crawfordsville	Untreated	City of Lafavotta	200	Delivered	\$91.67
TO-CLAWIOLOSVIIIE	Unitealed	city of Lafayette 200	200	Pick Up	\$85.00
10-Crawfordsville	Untreated	Untrasted City of Information	2000	Delivered	\$91.67
10-crawfordsville	ontreated	City of Lafayette	2000	Pick Up	\$85.00
10-Crawfordsville	Untreated	City of Lafavette	2500	Delivered	\$91.67

TO-CLAWIOLOSVIIC	Uniteated	City Of Latayette	2000	Pick Up	\$85.00
				Delivered	\$91.67
10-Crawfordsville	Untreated	City of Lafayette	6000	Pick Up	\$85.00
10 Crawfandauilla	Untracted	Handricka Country	1000	Delivered	\$91.67
10-Crawfordsville	Untreated	Hendricks County	1800	Pick Up	\$85.00
10-Crawfordsville	Untreated	Putnam County	1000	Delivered	\$91.67
10-Clawiolusville	Untreated	Puthan County	1000	Pick Up	\$85.00
10-Crawfordsville	Untreated	Town of Brownsburg	2000	Delivered	\$91.67
20 cramorastine	ontreated	Town of Drownsburg	2000	Pick Up	\$85.00
10-Crawfordsville	Untreated	Town of Zionsville	1500	Delivered	\$91.67
				Pick Up	\$85.00
10-Crawfordsville	Untreated	Vigo County Highway	1250	Delivered	\$91.67
				Pick Up Delivered	\$85.00
10-Crawfordsville	Untreated	Vigo County Highway	Vigo County Highway 1250		\$91.67
				Pick Up Delivered	\$85.00
50-Seymour	Untreated	Bartholomew County Highway	County Highway 4000		\$84.99
				Pick Up	\$80.00 \$84.99
50-Seymour	Untreated	Center Grove Comm School Corp	150	Delivered Pick Up	\$80.00
				Delivered	\$84.99
50-Seymour	Untreated	City of Madison	400	Pick Up	\$80.00
			400	Delivered	\$84.99
50-Seymour	Untreated	City of Seymour		Pick Up	\$80.00
				Delivered	\$84.99
50-Seymour	Untreated	Cordy-Sweetwater Conservatory District	200	Pick Up	\$80.00
FO Courseour	Untrooted	Flourd Country Dood	1500	Delivered	\$84.99
50-Seymour	Untreated	Floyd County Road	1500	Pick Up	\$80.00
50-Seymour	Untreated	Harrison County Highway	1000	Delivered	\$84.99
50-Seymour	ur Untreated Harrison County Highway		1000	Pick Up	\$80.00
50-Seymour	Untreated	Jackson County Highway	1000	Delivered	\$84.99
	Untreated Jackson County Highway			Pick Up	\$80.00
50-Seymour			120	Delivered	\$84.99
-				Pick Up	\$80.00
50-Seymour	Untreated	Johnson County Highway Department	2900	Delivered	\$84.99
				Pick Up	\$80.00
50-Seymour	Untreated	Lawrenceburg Community School Corp	20	Delivered Pick Up	\$84.99 \$80.00
				Delivered	\$84.99
50-Seymour	Untreated	Monroe County Highway	2000	Pick Up	\$80.00
				Delivered	\$84.99
50-Seymour	Untreated	Morgan County Highway	1600	Pick Up	\$80.00
50.0	l la ha se la sel	Distance of the	050	Delivered	\$84.99
50-Seymour	Untreated	Ripley County	950	Pick Up	\$80.00
50-Seymour	Untroated	Town of Ediphurgh	300	Delivered	\$84.99
50-Seymour	Untreated	Town of Edinburgh	500	Pick Up	\$80.00
50-Seymour	Untreated	Town of Hanover	80	Delivered	\$84.99
oo ocymou	ontreated		00	Pick Up	\$80.00
50-Seymour	Untreated	Town of Milltown	75	Delivered	\$84.99
				Pick Up	\$80.00
50-Seymour	Untreated	Town of Nashville	40	Delivered	\$84.99
		-		Pick Up	\$80.00
50-Seymour	Untreated	Town of New Whiteland	100	Delivered	\$84.99
				Pick Up	\$80.00 \$21.00
60-Vincennes	Untreated	City of Evansville-Vanderburgh County	3500	Delivered	\$81.09

00-11110-1110-3	Uniteated	City of Evalisville-value burgh county	3300	Pick Up	\$78.00
60-Vincennes	Untracted	City of Unstinghung Street	120	Delivered	\$81.09
60-vincennes	Untreated	City of Huntingburg Street	120	Pick Up	\$78.00
60-Vincennes	Untreated	City of Jasper	400	Delivered	\$81.09
				Pick Up	\$78.00
60-Vincennes	Untreated	City of Jasper Street	400	Delivered	\$81.09
				Pick Up	\$78.00
60-Vincennes	Untreated	City of Vincennes	500	Delivered	\$81.09
	ontreated				\$78.00
60-Vincennes	Untreated	Daviess County Highway	50	Delivered	\$81.09
oo vincennes	ontreated	Duviess county righway	50	Pick Up	\$78.00
60-Vincennes	Untreated	Daviess County Highway	150	Delivered	\$81.09
	ontreated		130	Pick Up	\$78.00
60-Vincennes	Untreated	Dubois County	350	Delivered	\$81.09
	ontreated	Bubble county	550	Pick Up	\$78.00
60-Vincennes Ut	Untreated	Perry County Highway	300	Delivered	\$81.09
oo vincennes	ontreated Perry County Highway		500	Pick Up	\$78.00
60-Vincennes	Untreated	Town of Bloomfield	40	Delivered	\$81.09
	onticated			Pick Up	\$78.00
60-Vincennes	Untreated	Town of Darmstadt	50	Delivered	\$81.09
	onticated			Pick Up	\$78.00
60-Vincennes	Untreated	Town of Ferdinand	20	Delivered	\$81.09
	onticated			Pick Up	\$78.00
60-Vincennes	Untreated	University of Southern Indiana	200	Delivered	\$81.09
	Shareated		200	Pick Up	\$78.00
60-Vincennes	Untreated	Vanderburgh County Highway	2000	Delivered	\$81.09
So vincennes	Shireated			Pick Up	\$78.00
60-Vincennes	Untreated	Warrick County Highway	1100	Delivered	\$81.09
	Shireated	turner county inginity	1100	Pick Up	\$78.00

Exhibit B – INDOT & Other State Agencies Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) and OTHER STATE AGENCIES (OSAs) 2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS FOR UNTREATED SODIUM CHLORIDE & SODIUM CHLORIDE TREATED WITH MAGNESIUM CHLORIDE

These specifications, terms, and conditions apply to salt for INDOT and Other State Agency locations identified within this solicitation. *These specifications will not apply to the Local Governmental Entities included in this solicitation*.

1.0 SCOPE OF WORK

Exhibit A - List of Awarded Entities & Pricing

Exhibit B – INDOT & Other State Agencies Specifications

Exhibit C – Local Governmental Entities Specifications

Exhibit D – Performance Metrics and Corrective Actions

Exhibit E – BID #XXX Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Participating Entities

The participating entities on the QPA are attached hereto as **Exhibit A – List of Awarded Entities & Pricing**. Additional State Agencies and Local Entities that are not listed on **Exhibit A** may purchase from the awarded Contractor the commodities and services listed for the INDOT district in which they are located at that district's QPA price upon mutual agreement between both parties. Additional State Agencies and Local Entities that are not listed on **Exhibit A** are bound to all contract terms, including minimum and maximum percent purchase amount (80% - 120%).

B. Scope of Work, Specifications, Delivery Requirements

Road salt scope of work (including but not limited to: specifications, delivery requirements, invoicing, etc.) are delineated in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications**.

C. Pre-Season Meeting

The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if INDOT deems it necessary. IDOA and INDOT Central Office shall be included in these meetings, at their discretion, and shall determine the timeframe and date(s) that each meeting should be completed by. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

D. Bi-Weekly Calls

The Contractor shall participate in a bi-weekly call with IDOA, INDOT Central Office, and the awarded district(s). If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D** – **Performance Metrics and Corrective Actions**.

E. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis. All reports shall be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D** – **Performance Metrics and Corrective Actions**.

- Weekly Depot Salt Levels Report: The Contractor shall submit to IDOA, INDOT Central Office, and INDOT District Contact a weekly salt levels report for each awarded district, listed in Exhibit A – List of Awarded Entities & Pricing. Reports shall include, at a minimum:
 - List of depots in each awarded district (broken up by district) with location
 - Current salt quantity levels
- b. **Bi-Weekly Sales Report:** The Contractor shall submit to IDOA a bi-weekly sales report for INDOT, State Agencies, and other Local Governmental Entities, three business days after the end of the reporting period. Reports shall include, at a minimum:
 - Entity Name

- INDOT District
- Salt Type
- Tons Committed
- Total Tons Ordered within Reporting Period
- Last Order Date Within Reporting Period
- Tons Ordered To Date
- Tons Remaining (80%)
- Tons Remaining (120%)
- c. **Penalty/Rejection Report:** The Contractor shall submit to IDOA a monthly report that documents any penalties assessed or orders rejected by INDOT, State Agencies, or Local Governmental Entities. The report shall include, at a minimum:
 - Entity Name
 - Order Date
 - Order Dollar Amount
 - Order Tonnage Amount
 - Penalty Amount
 - Reason for Penalty
 - Rejected: Y/N
- d. **Delivery Report**: The Contractor shall submit to IDOA a monthly report that documents road salt deliveries to entities listed within **Exhibit A**. The report shall include, at a minimum:
 - Entity Name
 - Invoice/Order Number
 - Order Date
 - Delivery Date
 - Expected Delivery Date
 - Days Overdue

F. Performance Metrics

Performance Metrics are delineated in Exhibit D – Performance Metrics and Corrective Actions.

G. Timely Reponses to Inquiry

The Contractor shall respond to comments, questions, or meeting requests from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

The work to be performed consists of furnishing and delivering sodium chloride to various locations throughout Indiana for use in winter maintenance operations. Sodium Chloride will be in accordance with the 2016 Indiana Department of Transportation Standard Specifications (Sections 913.03) and the Supplemental Specifications at bid due date and time, and all applicable rules and regulations at the federal, state, and local levels.

2.0 SPECIFICATIONS

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps, and free water.

Sodium Chloride

Sodium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, with a moisture content not exceeding two (2) percent.

Sodium Chloride treated with Liquid Magnesium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% sodium chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

% sodium chloride = % apparent sodium chloride – (% magnesium chloride + % calcium chloride)

Sampling shall be in accordance with Indiana Testing Method (ITM) 810. Sampling frequency shall be as set out in the INDOT manual entitled, "Manual for Frequency of Sampling and Testing and Basis for Use of Materials, revised January 2016" The rapid test method referenced in AASHTO M 143, Annex A1 shall be used for both routine acceptance testing and for resolution of disputes concerning chemical composition. Material not complying with these requirements shall be paid for at a reduced price as set out under "Deductions" in the Special Provisions (See Section 8.0).

3.0 INSPECTION

All Sodium Chloride delivered will be visually inspected at time of delivery and samples taken for laboratory analysis of gradation, purity and moisture content in accordance with ITM 810.

4.0 REJECTION

Any material delivered which contains lumps, foreign matter or free water shall be rejected. In the event the material has been loaded or dumped prior to rejection it shall be immediately reloaded or removed by the Contractor within 48 hours of notification of rejection. Failure to remove the material will result in liquidated damages in the amount of \$10.00 per ton for each calendar day the salt remains on INDOT/OSA property.

5.0 DELIVERY

Deliveries shall be made during regular working hours when possible, and will be accepted at other times only when prior arrangements have been approved by the District Highway Maintenance Director, designee, or the District personnel responsible for coordinating salt deliveries (INDOT only). For OSAs, prior arrangements will need to be approved by the OSA contact responsible for coordinating salt deliveries. No payments from INDOT will be made for any load for which a delivery ticket, signed by an Indiana Department of Transportation representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare, and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for accuracy of the delivery ticket weights. The Indiana Department of Transportation and OSAs reserve the right to require any truck to go to the nearest available certified scales to check weights at no additional cost to the Indiana Department of Transportation or OSA.

A. Routine Deliveries Beyond Early Delivery Final Date

Contractor shall make delivery in trucks with solid or waterproof tarps to stockpile locations within any Sub-District location for which it has received Award of Contract. Deliveries must be pre-scheduled with district designated personnel a minimum of 1 business day prior to the anticipated delivery date. Scheduling must include anticipated quantities, locations and timeframe for delivery.

Delivery must be 100% completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, INDOT and OSAs reserve the right to assess liquidated damages at two percent (2%) per day not to exceed a maximum of 10% of the order and will be deducted from any money due the Contractor, not as a penalty but as liquidated damages. When the Contractor contacts INDOT or the OSAs to confirm delivery (as stated in previous paragraph), should the Ordering Entity no longer need the salt originally ordered, the Contractor will provide the liquidated damages amount in the form of a check to the Ordering Entity. In this instance, the amount shall be calculated beginning on the tenth business day and spanning to the date of order cancellation, but not to exceed the maximum amount previously stated. Should there be any discrepancies, the State Vendor Manager shall evaluate the situation and provide guidance.

Orders shall be placed by telephone or email during regular working hours to the office specified by the Contractor. The Contractor should provide a single telephone number and a single email address for all orders made for each purchase order. The Contractor shall provide order confirmation via e-mail or fax, so that each INDOT District and OSA can provide verification for each telephone or email order.

B. Early Delivery Period

The Contractor shall furnish and deliver the Early Storage Requirements at the locations listed on the attached sheets (Bid List.xls, "Early Storage Requirements" spreadsheet) at all salt storage buildings or outside storage areas as follows:

- La Porte and Fort Wayne INDOT Districts: 50% of order delivered on or before October 15, 2019 and 100% delivered on or before November 15, 2019.
- Crawfordsville, Greenfield, Seymour, and Vincennes INDOT Districts: 50% of order delivered on or before November 1, 2019 and 100% delivered on or before December 1, 2019.

For each business day that early storage requirements for each bidding unit are not complete after the time specified, INDOT reserves the right to assess liquidated damages at two percent (2%) per day not to exceed a maximum of 10% of the order and will be deducted from any money due the Contractor, not as a penalty but as liquidated damages. INDOT is committed to purchasing 100% of the Early Fill amounts listed by INDOT district (as listed in the INDOT Early Fill Requirement spreadsheet), not sub-district.

6.0 BASIS OF PAYMENT

The Indiana Department of Transportation and OSAs shall pay the negotiated Contract per-ton-price for the type of salt (as specified in Bid List.xls), furnished and delivered to the various locations as designated. There shall be no other charges. Pricing submitted by respondents will be the price for purchases from 0% to the maximum of the commitment range of 120%. *Any additional tons needed beyond the maximum commitment range (120%) will be by mutual agreement of the parties, including the price thereof.*

The quantities shown by INDOT sub-district are estimates only and may be adjusted at the option of the Indiana Department of Transportation. INDOT commits to purchase at least 80% of the total tonnage listed by district; each OSA commits to purchase 80% of each entity's requested tonnage. The quantities in the Bid List.xls are 100%.

- 80-120% Commitment Range All INDOT Districts (Crawfordsville, Fort Wayne, Greenfield, LaPorte, Seymour, and Vincennes)
 - \circ "Delivered" is price of salt per ton delivered to the INDOT or OSA location
 - "Delivered + Loaded" is price of salt per ton to deliver to the INDOT or OSA location and load the salt via a conveyor (see section 9.0 for loading requirements)
 - "Pick-Up" is the price of the salt per ton

7.0 INVOICING

The Indiana Department of Transportation and OSAs require the Contractor to invoice the Indiana Department of Transportation or OSA for each Subdistrict location (or OSA facility) where business has been transacted. Invoices shall itemize the daily activity for that Subdistrict/location.

In accordance with Section 5.0, DELIVERY and Section 8.0, DEDUCTIONS of the Specifications & Special Provisions, the Indiana Department of Transportation and OSAs will notify the Contractor(s) in writing no more than twice a month for each Unit or Subdistrict location (or OSA facility) when liquidated damages for late deliveries or

deductions for non-compliance with specifications are being assessed. The Contractor(s) shall submit a credit memorandum to INDOT (or OSA) for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from INDOT or OSA.

Payment will be made following necessary testing and evaluation as described in the contract terms. INDOT and OSAs shall complete necessary testing and evaluation within ten (10) business days after receipt; if the department fails to test and evaluate within this timeframe, payment shall at such time be authorized.

8.0 DEDUCTIONS

After testing sodium chloride, deductions will be made for non-compliance with specifications on the following basis:

A. CHEMICAL COMPOSITION

Sodium Chloride

Results of the purity test shall be rounded up to the nearest whole percentage point. (.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from 94 percent through 90 percent and \$2.00 (two dollars) per ton for each percentage point from 89 percent through 85 percent. Material with purity less than 84.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Sodium Chloride treated with Liquid Magnesium Chloride

Results of the purity test shall be rounded up to the nearest whole percentage point. (.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from 91 percent through 87 percent and \$2.00 (two dollars) per ton for each percentage point from 86 percent through 82 percent. Material with purity less than 81.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

		Sodium Chloride
		treated with Liquid
		Magnesium
Deduction	Sodium Chloride	Chloride
\$1.00 per Ton	94 – 90 %	91 – 87 %
\$2.00 per Ton	89 – 85 %	86 – 82 %
Paid at \$4.00 per Ton	Less than 84.5 %	Less than 81.5 %

B. MOISTURE

Sodium Chloride

If the moisture content exceeds two (2) percent, the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

Weight to be paid for = $G \times (104-2(m))/100$

G=Gross weight of material (wet).

M=Percent of moisture to the nearest 0.5 percent based on oven dry weight.

Sodium Chloride treated with Liquid Magnesium Chloride

If the moisture content exceeds five and three tenths (5.3) percent, the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

M=Percent of moisture to the nearest 0.5 percent based on oven dry weight.

C. GRADATION

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (9.5 mm)	95 - 100
No. 4 (4.75 mm)	20 - 95
No. 8 (2.36 mm)	10 - 65
No. 30 (0.60 mm)	0 - 20

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

ADJUSTMENT POINTS FOR GRADATION

Sieve Size

Adjustment Points	½ inch	3/8 inch	No. 4	No. 8	No.30
	12.5 mm	9.5 mm	4.75 mm	2.36 mm	0.60 mm

1.0	1.0	1.0	1.0	2.0
1.0	1.0	1.0	1.0	3.0
	1.0			

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

The minimum required number of tests will be as set out in "INDOT Manual for Frequency of Sampling and Testing and Basis for Use of Material," revised January 2016. Samples will be taken by or under the supervision of a representative of the department. All materials being used are subject to inspection, test, or rejection at any time.

Where the Indiana Department of Transportation or OSA determines that a sample does not meet specifications in chemical composition, moisture and gradation, the following shall be the method of determining the final price per ton:

- 1) First, tons eligible for payment shall be calculated as noted in **Section B. Moisture**.
- 2) Second, a deduction, as specified above, will be made for gradation failure.
- Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below 84.5 percent at which time the entire amount will be paid for as snow and ice abrasives as noted in Section A. Chemical Composition.

9.0 REQUIREMENTS FOR DELIVERY

The following special provisions apply to all Indiana Department of Transportation salt storage sites and OSA facilities, except where noted on the Special Provision pages.

• Venders will provide weekly documentation due every Monday once deliveries have started. Documentation must be provided via email to the ordering district representative and to the State Winter Operations Manager. OSA locations are not included in this INDOT report.

Documentation must include the following by district:

- 1. Order totals (tons) filled the previous week
- 2. Order totals (tons) outstanding to date
- 3. Order totals (tons) that are delinquent beyond 10 business days
- 4. Depot locations with on ground totals of INDOT stockpiles.

- Venders will be required to attend bi-weekly teleconferences with district representatives when scheduled by INDOT. Venders should be prepared to brief INDOT logistics and operations staff on current status on above items and any additionally inquires that INDOT may have.
- A. Delivered and Loaded; shall mean placement of salt in the departments designated storage buildings, with equipment and labor furnished by the Contractor or the Contractor's appointed hauler. Loading shall be directly from the truck to the storage building, by way of loading equipment, and salt shall <u>not</u> be placed on the ground outside a building prior to loading in the building.
- B. Loading equipment shall be provided by the Contractor or the Contractor's appointed hauler, which shall be capable of fully loading INDOT's storage buildings. The Contractor may review specific sites in order to determine equipment required. A pre-planned time for such visits is required. Loading equipment should include conveyors or other equipment as <u>approved</u> by INDOT (or OSA). The Contractor shall use commercially reasonable best efforts to make additional conveyors (more than one) available to INDOT Districts that have larger amounts of salt needing conveyed.
- C. Failure to load salt in the INDOT (or OSA) salt storage building will result in a deduction, as liquidated damages, from the price bid for salt delivered and loaded. The amount shall be \$1.00 per ton plus the price differential charged for the loaded price.
- Delivered No Deduction; shall mean salt that is delivered but not loaded in the Department's designated storage buildings. *This delivery method must be pre-approved by the INDOT District Highway Management Director (or OSA contact) and marked on the delivery ticket as such.* Deliveries without prior authorization and the salt not loaded in the building will result in liquidated damages as listed above.
- E. Delivery tickets must be marked by the Department as:

"Delivered and Loaded" to indicate full payment for delivery and loaded as bid. (Salt properly placed in the building.)

"Delivered" to indicate material delivered but not loaded resulting in the deduction for liquidated damages above. (This represents dumped without authorization.)

"Delivered - No Deductions" to indicate that the Department or OSA required a delivery outside a storage building. (This represents dumped with permission.)

The Contractor is required to provide delivery ticket in the format that contains the above terms to facilitate faster actions.

- F. The Contractor will be responsible for any damage to the salt shed resulting from improper piling of salt. Further, the Contractor may be required to move any material improperly stacked.
- G. Conveyor loading only is acceptable at all Districts. Slinger loading is not acceptable. The Indiana Department of Transportation and OSA's reserve the right to reject Contractor loading if the price or quantity being delivered is unacceptable.

10.0 DEFINITIONS AND TERMS

For the purposes of this contract, calendar day and business day shall be defined as:

Calendar Day – Every day shown on the calendar.

Business Day – A calendar day, exclusive of Saturdays, Sundays, and State recognized legal holidays.

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2016

(With Supplemental Specifications in affect at time of letting) http://www.in.gov/dot/div/contracts/standards/book/index.html

SECTION 913 – MISCELLANEOUS

(913.03 Sodium Chloride. Sodium chloride shall be in accordance with AASHTO M 143). Rock salt shall be used for deicing purposes. Either rock salt or evaporated salt may be used for stabilization.

MANUAL FOR FREQUENCY OF SAMPLING AND TESTING AND BASIS FOR USE OF MATERIAL, REVISED, JANUARY 2016.

http://www.in.gov/indot/files/FreqOfSamplingAndTesting.pdf

Indiana Test Method or Procedure

ITM 810-15T Deicing Material, Dated June 6, 2015

http://www.in.gov/indot/div/mt/itm/pubs/810_testing.pdf

11.0 FAILURE TO MEET OBLIGATIONS

If the Contractor is unable to meet its agreement obligations as set out in this invitation, the Indiana Department of Transportation and Other State Agencies, at the State's option may purchase materials from any other available source on the open market, cancel the agreement or applicable portions thereof, and/or may award the portions so cancelled to another supplier.

In the event the State is required to purchase the materials from another source as a result of the Contractor not being able to meet their commitment, any additional expenses in excess of the agreement price will be deducted from any money due the Contractor.

Exhibit C – Local Government Entities Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

LOCAL GOVERNMENTAL ENTITIES 2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS FOR TREATED/UNTREATED SODIUM CHLORIDE

These specifications, terms, and conditions apply to Other/Local Governmental Entities that are listed within this solicitation. *These specifications will not apply to INDOT locations or other State Agencies in this solicitation.*

<u>Other/Local Governmental Entities</u> is defined as follows: an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.

I. SCOPE OF SERVICES

The material to be furnished shall consist of sodium chloride delivered at Contractor's expense to various Buyer facilities. This rock salt shall be used as a deicer for road maintenance. Sodium Chloride will be in accordance with the 2016 Indiana Department of Transportation Standard Specifications (Sections 913.03) and the Supplemental Specifications at bid due date and time, and all applicable rules and regulations at the federal, state and local levels.

II. SPECIFICATIONS

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps and free water.

A. Untreated Sodium Chloride

Sodium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M I43, Type I Grade I, with a moisture content not exceeding two (2) percent.

1) Chemical Composition

Results of the purity test will be rounded to the nearest whole percentage point (0.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from ninety-four percent (94%) through ninety percent (90%) and \$2.00 (two dollars) per ton for each percentage point from eighty-nine percent (89%) through eight-five percent (85%). Material with purity less than eighty-four point five percent (84.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride		
\$1.00 per Ton	94 – 90 %		
\$2.00 per Ton	89 – 85 %		
\$4.00 per Ton	Less than 84.5 %		

2) Moisture

If the moisture content of Untreated Sodium Chloride exceeds two percent (2%), the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

Weight to be paid for = $G \times (104-2(m))/100$

G = Gross weight of material (wet)

m = Percent of moisture to the nearest 0.5 percent based on oven dry weight

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing		
½ inch (12.5mm)	100		
3/8 inch (9.5 mm)	95 - 100		
No. 4 (4.75 mm)	20 - 90		
No. 8 (2.36 mm)	10 - 60		
No. 30 (0.60 mm)	0 - 15		

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

Adjustment Points	Sieve Size				
	⅓in.	3/8in.	No.4	No.8	No.30
	12.5mm	9.5mm	4.75mm	2.36mm	0.60mm
For each 1.0% up to 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	2.0
For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

Where Buyers determine that a sample does not meet specifications in chemical composition, moisture, and/or gradation, the following shall be the method of determining the final price per ton:

- a) First, tons eligible for payment shall be calculated as noted above in Section 2 Moisture.
- b) Second, a deduction, as specified above, will be made for gradation failure.
- c) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

B. Treated Sodium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M I43, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% Sodium Chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

% sodium chloride = % apparent sodium chloride – (% magnesium chloride + % calcium chloride)

1) <u>Chemical Composition</u>

Results of the purity test will be rounded to the nearest whole percentage point (0.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from ninety-one percent (91%) through eighty-seven percent (87%) and \$2.00 (two dollars) per ton for each percentage point from eighty-six percent (86%) through eight-two percent (82%). Material with purity less than eighty-one point five percent (81.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride		
\$1.00 per Ton	91 – 87 %		
\$2.00 per Ton	86 – 82 %		
\$4.00 per Ton	Less than 81.5 %		

2) Moisture

If the moisture content of Treated Sodium Chloride exceeds five and three tenths percent (5.3%), the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

Weight to be paid for = $G \times (104-2(m)) / 100$

G = Gross weight of material (wet)

m = Percent of moisture to the nearest 0.5 percent based on oven dry weight

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing		
½ inch (12.5mm)	100		
3/8 inch (9.5 mm)	95 - 100		
No. 4 (4.75 mm)	20 - 90		
No. 8 (2.36 mm)	10 - 60		
No. 30 (0.60 mm)	0 - 15		

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

Adjustment Points	Sieve Size				
	½in.	3/8in.	No.4	No.8	No.30
	12.5mm	9.5mm	4.75mm	2.36mm	0.60mm
For each 1.0% up to 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	2.0

For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

Where Buyers determine that a sample does not meet specifications in chemical composition, moisture, and/or gradation, the following shall be the method of determining the final price per ton:

- d) First, tons eligible for payment shall be calculated as noted above in Section 2 Moisture.
- e) Second, a deduction, as specified above, will be made for gradation failure.
- f) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

C. Testing Data

Contractor shall submit testing data indicating that the liquid treatment product meets the following (Note: This applies to the liquid treatment <u>only</u> and not the final sodium chloride product):

Environmental

The product offered must comply with established limits set by federal, state and local laws and regulations with regard to the following components. In addition, the product must comply with any other environmental laws or regulations when used in the recommended application and at the manufacturer's recommended application rate. Contractor shall include the test methods and testing results for each of these components:

Phosphorus	yes	no	% mass	% volume
Cyanide	yes	no	% mass	% volume
Arsenic	yes	no	% mass	% volume
Copper	yes	no	% mass	% volume
Lead	yes	no	% mass	% volume
Mercury	yes	no	% mass	% volume
Chromium	yes	no	% mass	% volume
Cadmium	yes	no	% mass	% volume
Barium	yes	no	% mass	% volume
Selenium	yes	no	% mass	% volume
Zinc	yes	no	% mass	% volume

III. INSPECTION

All Sodium Chloride delivered will be visually inspected by Buyer at the time of delivery and samples may be tested for gradation, purity, and moisture content in accordance with Indiana Testing Method (ITM) 810. All materials being used are subject to inspection, test, or rejection at any time.

IV. <u>REJECTION</u>

Any material delivered which contains lumps, foreign matter, free water, or otherwise fails to conform to the requirements contained herein, shall be rejected. In the event the material has been dumped prior to rejection it shall be immediately reloaded or removed by the Contractor within forty-eight (48) hours of notification of rejection. Buyers shall not be responsible for either the cost of rejected material or the cost to dispose of rejected material not picked up by Contractor within forty-eight (48) hours of the rejection. Buyers reserve the right to offset those costs against any future payments to Contractor at a rate of \$10.00 per ton for each day the salt remains at the delivery site.

V. DELIVERY

All deliveries must be coordinated with the Ordering/Local Governmental Entity prior to delivery. <u>No payments</u> will be made for any load for which a delivery ticket, signed by a Buyer representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for accuracy of the delivery ticket weights. Buyers reserve the right to require any truck to go to the nearest available certified scales to verify load weights on the truck at no cost to the Buyer.

Vendor shall make deliveries in trucks with solid or waterproof tarps to various stockpile locations, as defined in Bid List.xls, for which it has received an Award of Contract. Delivery shall be completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, \$200.00 will be deducted from any money due the vendor, not as a penalty, but as liquidated damages Orders shall be placed by telephone during regular working hours to the office specified by the vendor. The vendor should provide a single telephone number for all orders made for each purchase order. The vendor shall provide order confirmation via e-mail or fax, so that each Entity can provide verification for each telephone order.

The Vendor will be responsible for any damage to the salt delivery areas/buildings resulting from improper piling of salt. Further, the Vendor may be required to move any material improperly stacked.

VI. BASIS OF PAYMENT

Payment for all Sodium Chloride shall be for the negotiated Contract per-ton-price (either untreated or treated), furnished and delivered to the various locations as designated. There shall be no other charges.

Delivered price is the price per ton of salt delivered to the specified local entities. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range of 120%. Any additional tons needed beyond the maximum commitment range (120%) will be by mutual agreement of the parties, including the price thereof.

Local Governmental Entities commit to purchase at least 80% of the total tonnage; quantity listed in Bid List.xls is 100%. Local Governmental Entities are individually-operated entities responsible for their individual quantities committed as listed in Bid List.xls. Respondents cannot bid on specific locals within an INDOT district; if respondent is awarded Local Governmental Entities' business for an INDOT district, the awarded vendor will hold supply up to 120% for each Local Governmental Entity listed in the INDOT district awarded.

VII. INVOICING

Request for payment on deliveries shall be made monthly for all materials furnished to the Buyer/Local Governmental Entity and all details surrounding the billing and payment shall be between the Local Governmental Entity and the Contractor.

In accordance with Section II – SPECIFICATIONS and Section V – DELIVERY, the Local Governmental Entities will notify the vendor(s) in writing no more than twice a month when liquidated damages for late deliveries or deductions for non-compliance with specifications are being assessed. The vendor(s) shall submit a credit memorandum to the Local Governmental Entity for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from the Local Governmental Entity.

Payment will be made following necessary testing and evaluation as described in the contract terms. The Entity shall complete necessary testing and evaluation within ten (10) calendar days after receipt; if the Entity fails to test and evaluate within this timeframe, payment shall at such time be authorized.

VIII. DEFINITIONS AND TERMS

For the purposes of this contract, calendar day and work day shall be defined as:

Calendar Day – Every day shown on the calendar. Work Day – A calendar day, exclusive of Saturdays, Sundays and State recognized legal holidays.

<u>REFERENCED</u>

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2016

(With Supplemental Specifications in affect at time of letting) http://www.in.gov/dot/div/contracts/standards/book/index.html

SECTION 913 – MISCELLANEOUS

(913.03 Sodium Chloride. Sodium chloride shall be in accordance with AASTHO M 143). Rock salt shall be used for de-icing purposes. Either rock salt or evaporated salt may be used for stabilization.

IX. FAILURE TO MEET OBLIGATIONS

If the vendor is unable to meet its agreement obligations as set out in this invitation, the local governmental entity at its option, may purchase material from any other available source on the open market, may cancel the agreement or applicable portions thereof, and/or may award the portions so cancelled to another supplier. In the event the State is required to purchase the materials from another source as a result of the contracted vendor not being able to meet their commitment, any additional expenses in excess of the agreement price will be deducted from any money due the contracted vendor.

Exhibit D – Performance Metrics and Corrective Actions

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

A. Performance Metrics

The State has developed a set of performance metrics and targets, defined in **Section 1** (C) – Pre-Season Meeting(s), **Section 1** (D) – Bi-Weekly Calls, **Section 1** (E) – Reporting, **Section 1** (G) – Timely Responses to Inquiry, **Exhibit B** – INDOT & Other State Agencies Specifications, and **Exhibit C** – Local Governmental Entities Specifications, which the Contractor shall meet or exceed in order to be in good standing on the contract. The performance for the metrics referenced in **Section 1** (C) – Pre-**Season Meeting(s)**, **Section 1** (D) – Bi-Weekly Calls, **Section 1** (E) – **Reporting**, **Section 1** (G) – Timely Responses to Inquiry and invoice credits shall be reviewed quarterly by the State Contract Manager and can be discussed via quarterly conference call or via email.

Invoice Credits will only be applied to Pre-Season Meeting(s), Bi-Weekly Calls, Reporting or Timely Response non-compliance issues. Deductions resulting from non-compliance of the Scopes of Work listed in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications** are detailed in these documents and will be applied by the purchasing entity per the guidelines and timeframes set forth in these documents.

B. Corrective Actions for Non-Compliance

In addition to Invoice Credits, the Contractor may be subject to Corrective Actions as detailed below. Once a final scorecard, which will include the above referenced performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

- <u>Non-compliance with General Contract Provisions</u>
 - The State monitors certain quality and performance standards, and holds the Contractor accountable for delivering the scope of work, as defined in **Exhibit B INDOT & Other State Agencies Specifications** and **Exhibit C Local Governmental Entities Specifications** of the Contract, and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.
- <u>Non-compliance with Reporting Requirements</u> Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in **Section 1 (E)** of the Contract, constitute contractual non-compliance and the State may require corrective action(s) as described in this Section. The State may change the frequency of required reports, or may require additional reports, at the State's reasonable discretion.
- <u>Non-compliance with Performance Metrics</u> The State has developed a set of Performance Metrics as defined above in this Exhibit that the Contractor shall meet or exceed in order to be in good standing on the contract. The Performance Metrics shall be, at a minimum, reviewed quarterly by the State Contract Manager to identify any issues requiring immediate attention from the State and Contractor. The State reserves the right to assess administrative fees in the form of a check for non-compliance at the discretion of the State Vendor Manager.

<u>Corrective Actions</u>

In the event that the Contractor fails to meet contract requirements, performance requirements or reporting standards set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise any Corrective Actions in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

The nature of the corrective action(s) shall depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- <u>Written Warning:</u> The State may issue a written warning and solicit a response regarding the Contractor's corrective action.
- Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan (CAP) detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. The CAP must be submitted under the signature of the Contractor's chief executive within (5) business days of request. Upon receipt of the CAP, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the CAP is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$1,000 from the Contractor in the form of a check with the supportive reporting model, unless the credit is waived by the State Contract Manager in writing.
- <u>Contract Termination</u>: The State reserves the right to terminate the contract pursuant to the contract termination clauses.

Exhibit E – BID #ASA-18-062 Documentation

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

State of Indiana Bid Contact: Eric Klinefelter Director of Account Management and Sourcing Operations eklinefelter@idoa.in.gov Phone: (317) 232-1796

BID INFORMATION COVER SHEET Negotiated Bid # ASA-19-086, Road Salt for INDOT, Other State Agencies, and Local Government Entities Bid Responses Due: May 01, 2019 by 3:00 PM EST

Instructions: Please provide the information requested below and submit this bid information cover sheet in the bid response.

BIDDER CONTACT INFORMATION

Company Name	Compass Minerals America Inc.
Company Bidder ID#	EXT000003631
Contact Name/Title	Sean Lierz – Sales Manager
Contact Phone/Email	913-344-9330 / LIERZS@COMPASSMINERALS.COM

PLEASE IDENTIFY IF THE FOLLOWING PREFERENCES ARE CLAIMED IN THIS COMPLETED BID PACKAGE:

U.S. Manufactured Preference

Please be advised only <u>one</u> of the pricing preferences listed below may be claimed.

Indiana Business Preference (IBP)

Indiana Small Business Preference (ISBP)

BELOW IS A CHECKLIST OF ITEMS TO BE INCLUDED IN THE BID SUBMISSION. FAILURE TO COMPLETE ALL REQUESTED ITEMS MAY RESULT IN REJECTION OF YOUR BID.

Con	mpleted Bid Information Cover Sheet	Completed Bid List in original <u>EXCEL</u> format (NO PDFs)
	mpleted Bid Package, containing the following:	
0	Response to <i>Sample Contract</i> and outlined <i>Terms</i>	
0	<i>and Conditions</i> (Page 5) Identification of any Purchasing Preferences	Completed Indiana Economic Impact Form
	Claimed (Pages 7-8)	
0	Completion of <i>Minority and Women's Business</i>	
	Enterprises Subcontractor Form (Pages 9-10)	
0	Completion of Indiana Veteran Owned Small	
	Business Subcontractor Form (Pages 11-12)	
0	Completion of Invoice Automation Program and	
	ONE Indiana Questions (Page 14)	One (1) electronic (CD) copy of bid response
0	Identification of Emergency Information (Page 16)	documents FLASH Drive OK
0	Identification of Requested Exceptions to Outlined	FUISADINE
	Specifications (Page 17)	
0	Company Information with Authorized Signature	
	(Page 20)	

PLEASE USE THE FIELD BELOW TO PROVIDE ANY ADDITIONAL COMMENTS RELEVANT TO THE BID SUBMISSION

Type of Award

The State intends to establish a Contract for Services for Road Salt for INDOT, Other State Agencies, and Local Government Agencies to begin August 01, 2019 or from date of last State signature, whichever is later, and end July 31, 2020 or one year after the State's last signature, whichever is later. Contract may be mutually renewed yearly for three additional years under the same terms and conditions.

Renewals are subject to the approval of the Department of Administration and the State Budget Agency. Total term of this agreement including all renewals, shall not exceed four years.

Current State of Indiana contract information and pricing for road salt is available at the following web address: <u>http://www.in.gov/idoa/2624.htm</u>

Key Bid Dates

The following timeline has been provided as an illustration of the bid process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are tentative and subject to change.

Activity	Date		
Issue of Bid	April 15, 2019		
Deadline to Submit Written Questions	April 22, 2019 by 12:00 PM EST		
Response to Written Questions	April 25, 2019		
Submission of Proposals	May 1, 2019 by 3:00 PM EST		
Award Recommendation	May 10, 2019		

Question and Answer Period

All questions pertaining to this bid are due by <u>12:00 PM EDT on Monday, April 22, 2019</u>. Questions should be emailed to <u>rfp@idoa.in.gov</u> using the Microsoft Excel sheet labeled "Question and Answer Template." The State will upload responses to all questions received by <u>Thursday, April 25, 2019</u> to the solicitation webpage (<u>http://www.in.gov/cgi-bin/idoa/cgi-bin/bidad.pl</u>).

Best and Final Offer

Bidders must be advised that a Best and Final Offer (BAFO) Round will NOT be conducted for this solicitation. Therefore, it is expected that bidders submit their most competitive pricing upon submission of their bid documents.

Payments

For transactions with State agencies, IC 4-13-2-14.8 requires:

Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credit.

State of Indiana Negotiated Bid for Road Salt, ASA 19-086, Page 2 of 4

U.S. Manufactured Preference

If claiming the U.S. Manufactured preference, bidders must clearly specify the items qualified for the preference. If claiming the U.S. Manufactured preference, include a letter on **company (manufacturer) letterhead** confirming the cost of the product or its components exceed 50% of the cost of all components. <u>Failure to indicate individual line items</u> <u>claimed under this preference or failing to include a letter may affect the evaluation of the bid.</u>

Bidder Registration

Prior to award of this solicitation your business must register as a bidder at <u>http://www.in.gov/idoa/2464.htm</u>. Just click on "Register as a Bidder." Please be sure to complete the Buy Indiana certification page. It is preferred that businesses register immediately so that delay of solicitation award would not occur. This registration is maintained by you and you may update your information at any time. It remains in the database and covers all solicitation responses you submit to any state agency. It is very important that it be kept current. If you do not have access to a computer, you may call 317-234-3542 for assistance with your registration.

Buy Indiana

Prior to award of this solicitation your business must register as a bidder at <u>http://www.in.gov/idoa/2464.htm</u>. Please be sure to complete the Buy Indiana certification page. It is preferred that businesses register immediately so that delay of solicitation award would not occur. This registration is maintained by you and you may update your information at any time. It remains in the database and covers all solicitation responses you submit to any state agency. It is very important that it be kept current. If you do not have access to a computer, you may call 317-234-0234 for assistance with your registration.

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Respondents must also fully complete the Indiana Economic Impact form (Attachment C) and include it with their proposal response.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

COMPASS MINERALS AMERICA INC.

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

Indiana Economic Impact

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form. The form is an Excel document and contains two tabs: 1) Attachment C and 2) FTE Details. Both sections must be completed. The form asks for, among other information:

- The amount of the contract that is being allocated for payroll and benefits to Indiana residents. a.
- The amount that is being awarded to Indiana subcontractors and suppliers. b.
- The amount that is being subcontracted to Indiana certified minority and women-owned businesses. c.

The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

Submission Requirements

Bidders must complete the bid list in the attached Excel file and submit the (Excel) file to the State, along with the other bid documents. When submitting the Excel file with bid prices, the vendor must send one (1) electronic copy on CD. FLASH DRIVE OK Per BuyER

Pricing

Pricing on this solicitation must be firm and remain open for a period of not less than 180 days from the proposal due date.



This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

-1	Legal Name of firm:		
		COMPASS MINERALS AMERICA INC	
	Address/City/State/Zip Code:	9900 WEST 109TH ST, SUITE 100, OVERLAND PARK,KS 66210	
	Telephone #/Fax #/Website: Federal Tax Identification	800-323-1641 / 913-338-7945 / WWW.COMPASSMINERALS.COM	
4		48-1047632	
	Number: State/Country of	DELAWARE	
5	domicile/incorporation:		
	Location of firm's		
0	headquarters or principal	9900 WEST 109TH ST, SUITE 100, OVERLAND PARK,KS 66210	
	place of business:		
7	Name of parent company or	NAMSCO, INC.	
'	holding company (if		
	applicable):		
0	State/Country of	DELAWARE	
0	domicile/incorporation of		
	company listed in #7:		
٥		9900 WEST 109TH ST, SUITE 100, OVERLAND PARK,KS 66210	
3	#7:	19900 WEST 109TH ST, SOITE 100, OVERLAND PARK, KS 66210	
10	IN Department of Workforce		001011
10	Development (DWD) account		231814
	number:		
11	IN Department of Revenue		0000405004
••	(DOR) account number:		3392465001
12	Number of Indiana resident		
	employees per most recently		5
	completed IRS Form W-2		
	distribution:		
13			573
	Total number of employees		0/0
	per most recently completed		
	IRS Form W-2 distribution:		
	Total amount of payroll paid	\$645,226 Gross, w-2 box 1 \$560,853	
	to Indiana resident		
	employees per most recently		
	completed IRS Form W-2		
	distribution:		
15		\$51,132,606 Gross, w-2 box 1 \$45,381,532	
	Total amount of payroll paid		
	to all employees per the most		
	recently completed IRS Form		
	W-2 distribution:		
	Total amount of this		
	proposal, bid, or current		
	contract:		

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17 Prime Contractor Company COMPASS MINERALS AMERICA INC. Name:

18	Number of Full Time	
	Equivalent (FTE) employees	
	that are Indiana residents	
	specifically for this proposal or	
	contract:	

19 <u>Subcontractor Company</u> Name:	Jack Gray			
20 Address/Contact Person/Telephone Number/Tax ID Number:	4600 E 15 Ave Gary, IN 46403			
21 <u>Number of Full Time</u> Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	5.43	0.00	0.00	0.00

0.00

22	Affirmation by authorized office	cial: I affirm under penalties of perjury that the foregoing representations are true to be the					
	best of my knowledge and belief:						
	Signature:	Camplen .					
	Name of auththorized official:	ANTHONY SEPICH					
	Title:	SVP /					
i	Date:	42612019					

5.43

FTE DETAILS Job Titles and Contributing FTE

- Populate the yellow-shaded cells; with all applicable job titles and the total FTE count.

• Respondence years made tens, with all applicable job titles and the total FTE count.
• Respondence years made tens, with all applicable job titles and the total FTE count.
• Respondence made tens, with all applicable job titles and the total FTE count.
Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: The project length of the contract is 24 months. There are 10 employees working solely on the contract over the 24 month contract period. 5 employees are working solely on the project for 24 months. 3 employees are working solely on the project for 6 months.
The FTEs would be calculated as follows: The Fiber bound of the probability of the project **Column Title Definitions:** Number of Employees = Number of employees working on this State contract. Duration (In Months) = Amount of time that the employee(s) will spend on the State contract.

Time Spent (Percentage) = Percentage of time the employee(s) will be working on the contract.

Duration of Initial Contract Term (In Months) 12 *Number based on initial contract term

PRIME CONTRACTOR COMPANY				
EMPLOYEE JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Project Managers	5	24	100%	10.00
Example: Project Coordinators	3	24	50%	3.00
Example: Project Directors	2	6	100%	1.00
				0.00
				0.00
				0.00
				0.00
				0.00
			No. 18 Mart 1995 1. 1995	0.00
The second s				0.00
	1			0.00
TOTAL FTE COUNT				0.

SUB CONTRACTOR COMPANY NAME		- 2	Jack Gray	
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
Truck Driver	29	4	50%	4.83
Office Personel	9	4	20%	0.60
				0.00

	TOTAL FT	E COUNT

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
				0.00
				0.00
				0.00
TOTAL ETE COUNT				0.0

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
	A TONY AND A COMPANY AND A	and the same way to be		0.00
				0.00
				0.00
TOTAL FTE COUNT				0.0

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
				0.00
				0.00
		Party of the second second second second		0.00
TOTAL FTE COUNT				0.0



This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

ا ہ	Level Neuro of Guna		
	Legal Name of firm:	COMPASS MINERALS AMERICA INC	
	Address/City/State/Zip Code:	9900 WEST 109TH ST, SUITE 100, OVERLAND PARK,KS 66210	
	Telephone #/Fax #/Website:	800-323-1641 / 913-338-7945 / WWW.COMPASSMINERALS.COM	
-	Federal Tax Identification	48-1047632	
	Number:		
5	State/Country of	DELAWARE	
:	domicile/incorporation:		
- 1	Location of firm's	9900 WEST 109TH ST, SUITE 100, OVERLAND PARK,KS 66210	
	headquarters or principal		
	place of business:		
7	Name of parent company or	NAMSCO, INC.	
	holding company (if		
	applicable):		
8	State/Country of	DELAWARE	
	domicile/incorporation of		
	company listed in #7:		
9	Address of company listed in	9900 WEST 109TH ST, SUITE 100, OVERLAND PARK,KS 66210	
	#7:		
10	IN Department of Workforce		231814
	Development (DWD) account		
	number:		
11	IN Department of Revenue		3392465001
	(DOR) account number:		
	Number of Indiana resident		9
	employees per most recently		
	completed IRS Form W-2		
	distribution:		
13			573
	Total number of employees		
	per most recently completed		
	IRS Form W-2 distribution:		
	Total amount of payroll paid	\$645,226 Gross, w-2 box 1 \$560,853	
	to Indiana resident		
	employees per most recently		
	completed IRS Form W-2		
	distribution:		
15		\$51,132,606 Gross, w-2 box 1 \$45,381,532	
	Total amount of payroll paid		
	to all employees per the most		
	recently completed IRS Form		
	W-2 distribution:		
	Total amount of this		
	proposal, bid, or current		
	contract:		

ACCOUNTING OF INDIANA RESIDENT

EMPLOYEES

17 Prime Contractor Company COMPASS MINERALS AMERICA INC. Name:

18 Number of Full Time	0.00
Equivalent (FTE) employees	
that are Indiana residents	Solo de trades de Constantino
specifically for this proposal or	
contract:	

	Subcontractor Company Name:	Jack Gray		
		4600 E 15 Ave Gary, IN 46403		
	Person/Telephone Number/Tax			
	ID Number:			
21	Number of Full Time	5.43 0.	0.00	0.00
	Equivalent (FTE) employees		 A status financial de la strategia de la strategia de la strategia de la strategia de la strategia 	
	that are Indiana residents			
	specifically for this proposal or			
	contract:			

22	Affirmation by authorized offic	ial: I affirm under penalties of perjury that the foregoing representations are true to be the
	best of my knowledge and belief:	
	Signature:	(mga) leng
	Name of auththorized official:	ANGHONY SENICH
	Title:	SV P
	Date:	412612019

FTE DETAILS Job Titles and Contributing FTE

Populate the yellow-shaded cells; with all applicable job titles and the total FTE count.

Populate the yellow-shaded cells, with all applicable job titles and the total FTE count.
 Respondents may insert additional rows to account for all job titles attributing to the total FTE count.
 Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: The project length of the contract is 24 months. There are 10 employees are working solely on the contract to 24 months. There are 10 employees are working solely on the project for 24 months. There are 10 employees are working solely on the project for 24 months. There are 10 employees are working solely on the project for 6 months.
 The FTE's would be calculated as follows:
 5 employees x 24 months (24 months working solely on this project) x 1 (time spent solely on this project) = 120 months / 24 months (length of contract) = 5 FTEs
 3 employees x 24 months x.5 (splitting time equally between 2 project) x 1 (time spent solely on this project) = 12 months / 24 months = 0.5 FTEs
 2 employees x 6 months dedicated solely to this project) x 1 (time spent solely on this project) = 12 months / 24 months = 0.5 FTEs

Column Title Definitions:

Number of Employees = Number of employees working on this State contract. Duration (In Months) = Amount of time that the employee(s) will spend on the State contract.

Time Spent (Percentage) = Percentage of time the employee(s) will be working on the contract.

Duration of Initial Contract Term (In Months) 12 *Number based on initial contract term

PRIME CONTRACTOR COMPANY				
EMPLOYEE JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Project Managers	5	24	100%	10.00
Example: Project Coordinators	3	24	50%	3.00
Example: Project Directors	2	6	100%	1.00
			1	0.00
				0.00
			al- and a set	0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL FTE COUNT			The second s	0.0

SUB CONTRACTOR COMPANY NAME				Mulzer Crushed Stone Depot
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
Crane Opperator / Clean up Tractor Operator	4	12	25%	1.00
Scale Person	2	12	25%	0.50
Supervisor	2	12	25%	0.50
TOTAL FTE COUNT				2.00

B CONTRACTOR COMPANY NAME			100 C	Mulzer Crushed Stone Carrie
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
Over the Road Truck Driver	20	12	20%	4.00
Dispatcher	1	12	20%	0.20
		and the second	and an and the second	0.00
TOTAL FTE COUNT				4.2

SUB CONTRACTOR COMPANY NAME				Consolidated Grain & Barge
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
Loader / Scale Operator / Barge Unloader	4	12	33%	1.32
Office Staff	2	12	25%	0.50
				0.00
TOTAL FTE COUNT				1.82

JB CONTRACTOR COMPANY NAME			1.1	River Bend Transport Carrie
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	1.00
Dump Truck Drivers	10 .	12	20%	2.00
Office Staff / Dispatcher	1	12	25%	0.25
				0.00
TOTAL FTE COUNT				2

Bid 100-15-27336 ISP Pickup Trucks

ASA-19-086 Question and Answer Document Please submit your questions in the form below by the date and time established in the bid package.

10.592.89				1	1			1	C() Amp/	ASS MINER/	LS AMERIC	AINC.
STATES RESPONSE	Yes, a flash drive is acceptable.	These estimates only apply to the INDOT Agency and not locals within a mentioned district. Only two districts plan to use the "delivered and loaded" option: Fort Wayne and LaPorte. Fort Wayne estimate: 30,000 tons. LaPorte estimate: 83,900 tons.	Additional days will not be allowed.	No. Please see the instructions tab of the bid list for valid bid submission requirements.	The deadline for early fill will not be extended.	Yes, \$0.00 is acceptable as a not bid entry, or you can also state "No bid" in the field. Both are acceptable. Please see the instructions tab of the bid list for valid bid submission requirements.	You will provide MBE/WBE based on your total bid amount and the assumption that you will be awarded everything that you bid.	Friday is an option for delivery during regular business hours.	Yes, renewal is upon mutual agreement of both parties.	No. Upon award recommendation, bid information will be publicly available.	It is the State's intent to award to one vendor all three delivery methods (i.e. delivered, delivered/loaded, and pick-up) per salt type, district, and entity. For examples of what constitutes a valid bid, please see Instructions tab of Bid List.	It is the State's intent to award to one vendor all three delivery methods (i.e. delivered, delivered/loaded, and pick-up) per salt type, district, and entity. For examples of what constitutes a valid bid, please see Instructions tab of Bid List.	
RESPONDENTS QUESTION	Is a Flash Drive Acceptable instead of a CD?	What are the estimated ton quantity each district with require for "delivered and loaded"	Are there additional days allowed for delivery of "delivered and loaded" ordens?	ls it possible to NO BID the "Delivered and Loaded" price and Just bid "Delivered"? Thus not offering Conveyor Delivery	If Conveyor (delivered and loaded) is required for early fill in a given district, can the deadline for Early fill completion be extended?	H" no biding" is zero acceptable as a no bid entry, or do we need to leave the area blank? Or do we need to write "NO BID" in to the field?	When completing the MBE/WBE is the assumption we are winning the sections we're bidding, in turn, we are providing the dollar amount of a spend as an estimate? Since we don't know what we will win, are we advising the State we have MBE/WBE contractors available to complete the contract? Once awarded we'll provide additional information? Is this how we're to approach this section?	ls Friday an option for delivery for early fill tons?	ls renewal upon mutual agreement ?	Will pricing results from the opening be available before 5/10?	What price basis will be used to determine award within district? IE. Delivered, Delivered & Loaded or Pickup ?	Will the low bidder per item be determined based on delivered price, or will it be based on the delivered & loaded price?	
PAGE # OR SECTION #	Bid Information Cover Sheet	DOT ton requirements	DOT Ton Delivery	Pricing pages	DOT - Early Fill Requirements	Pricing pages	Pages 10-12	DOT - Early Fill Requirements	2 of 4 Type of Award	2	<u>5-</u>	<u>د</u> ا ا	
DOC NAME (Bid or Attachment)	ASA-19-086 Road Salt	086bid list	086bid list	086bid list	086bid list / Bid Specs	086bid list	086bid package	086bid list / Bid Specs	State of Indiana Negotiated Bid for Road Salt, ASA 19-086	State of Indiana Negotiated Bid for Road Salt, ASA 19-086	Bid List Instructions	Bid Instructions	
#	1	0	3	4	ت	9	7	×	6	10 5	11	12	

State of Indiana

	13 Bid Instructions/ Bid List	1-3	Can early fill and seasonal fill be awarded to separate vendors ?	It is the State's intent to award to one vendor both early fill and seasonal fill by district and salt type (for INDOT/OSAs).
	14 Bid List	2	Would you please verify INDOT ZERO request for Treated Salt Greenfield District ?	INDOT Greenfield needs <u>12,000</u> tons of treated. Please see the updated bid list.
2015	15 Bid List	£	Would you please verify calculation total UNTREATED Salt ton nage , Seasonal $?$ and TOTAL	The total untreated salt tonnages that are listed in the bid list are correct. Please see the untreated tab of the bid list for those quantities.
	16 Professional Services Contract	6	From Professional Services Contract page 3 please clarify the term of the contract 2 yrs. listed, dates reflect 1 year span	This was a mistake in the sample contract. The initial term will be one year. Please see the updated sample contract.

COMPASS MINERALS AMERICA INC.



STATE OF INDIANA

Negotiated Bid # ASA-19-086 Addendum #1 4/25/2019

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of

Indiana Department of Transportation, Other State Agencies, and Local Government Entities

> Solicitation For Road Salt

Response Due Date: May 1, 2019 by 3:00pm EDT

Eric Klinefelter, Director of Account Management and Sourcing Operations Indiana Department of Administration Procurement Division 402 W. Washington St., Room W468 Indianapolis, Indiana 46204

- 1. The treated salt data provided in the Treated Salt, INDOT Sub-District Breakout, and INDOT Early Fill Requirement tabs was incorrect for **30-Greenfield district**. As such, the treated salt figures (12,000 treated salt tons) for **30-Greenfield** have been corrected. Please use the updated version of the Bid List for the corrected tonnage information.
- 2. A local entity has been added to the solicitation for **10-Crawfordsville district**. Town of Brownsburg has been added to the Local Governmental Entity Tonnage for 2,000 tons of untreated salt.

The following change has been made to the sample contract:

1. The term of the sample contract (clause 3) has been updated. The term of the contract is for one year. Please use the updated version of the sample contract.



STATE OF INDIANA

ASA-19-086

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of INDOT, Other State Agencies, and Local Government Entities

> Solicitation For: Road Salt

Response Due Date: May 1, 2019 by 3:00pm EDT

Eric Klinefelter, Director of Account Management and Sourcing Operations Indiana Department of Administration Procurement Division 402 W. Washington St., Room W468 Indianapolis, Indiana 46204 SF47891 (rev 11/08)

STATE OF INDIANA NEGOTIATED BID PACKAGE TO ESTABLISH A QUANTITY PURCHASE AGREEMENT

FOR: Road Salt, ASA 19-086

IF YOU HAND-DELIVER SOLICITATION RESPONSES:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

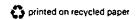
GENERAL INFORMATION: A checklist is provided below to assist you. **Please note that these instructions may not contain all applicable requirements.** Careful reading of this request is critical. Failure to follow these instructions or those printed throughout this form may lead to the rejection of your bid. It is not necessary to return this page with your response.

- A. _____ In order to receive an award, you must be registered with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the Award, all bidders are strongly encouraged to register prior to submission of a bid. Bidders should go to <u>http://www.in.gov/idoa/2464.htm</u> and click on *Bidder Registration* to register.
- B. _____All companies desiring to do business with the State must complete and return an Indiana Economic Impact form, which is included as part of this solicitation.. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents, regardless of where a business is located. The collection of this information does not restrict and company or firm from doing business with the State. Pursuant to IC 5-22-15-20.5, recently enacted legislation in HEA 1080 (2004) requires a bidder to provide the information identified in the Indiana Economic Impact form.
- C. _____ Type or print legibly in black ink all requested information, including prices and extensions, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications.
- D. _____ The State will only accept original signatures. The bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid. The Non-Collusion Certification language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications and other documents of this package. Facsimile or electronic bids are not acceptable at this time. However, you are required to submit a copy of your entire proposal to the State via CD-ROM by the due date and time listed above.
- E. _____ Do not add, delete or modify any <u>contractual</u> terms and conditions. Terms of the award will be those listed in this package and the resulting purchase order <u>only</u>.
- F. _____ If you are not willing to accept a split award (partial order), your request must include the statement *Bidding All or None*. The State reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately, all to one bidder, or to make a multiple-award. ITEMS NOT BID if a bidder does not desire to submit a bid for an item, you should indicate *NO BID* in the unit price column for that item.
- G. _____ The request must be received and clocked in by or prior to the due date and time indicated above. Each bid must be returned in a separate envelope. The envelope must clearly indicate the following information:
 - a. The notation Negotiated Sealed Bid
 - b. The Solicitation Number
 - c. The Due Date and Time
- H. _____ The completed envelope must be returned to:

Department of Administration, Procurement Division 402 West Washington Street Room 468 Indianapolis, IN 46204 ATTENTION: BID ROOM

CAUTION TO VENDORS ABOUT SHIPPING/MAILING: UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE PROCUREMENT DIVISION DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT BID RESPONSES ARE RECEIVED BY THE PROCUREMENT DIVISION ON OR BEFORE THE DESIGNATED TIME AND DATE.

IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.



<u>Please review this section carefully as it provides information on Negotiated Bidding which differs in certain aspects from the usual Competitive Bidding process.</u> The key differences and relevant points are outlined below. Please refer to IC 5-22-7.3 for the relevant code that governs this procurement

1. IC 5-22-7.3. This procurement is being conducted using Negotiated Bidding pursuant to IC 5-22-7.3 which became effective on July 1, 2006

2. Evaluation Criteria. This Negotiated Bid will be evaluated on the basis of the overall low (per salt type, district, and purchasing entity type.) Please refer to ASA 18-062 Bid List Instructions for additional information on evaluation criteria.

3. Discussions with Bidders. Discussions may be conducted with bidders after receipt of the initial bid. These discussions may include discussions on price. If discussions are conducted they will involve all responsive bidders and will be conducted in writing. Equivalent information will be provided to all bidders with whom discussions are conducted. As a result of these discussions bidders may be asked to submit revised bids. Bidders may respond to this request by submitting their initial bid unchanged, however prices cannot be increased, they must remain the same or lower.

4. **Bid Opening.** Initial Bids will be opened on or after the Due Date and Time. The bid opening will not be public, and will be conducted by an employee of the purchasing agency. If discussions are conducted with bidders, and bidders submit revised bids, the procedure for opening of these revised bids will be similar.

5. Bid Register. A bid register will be prepared containing relevant bid information, and will be made public no less than 7 days before the successful bidder is notified of award of contract, pursuant to Section 9 of IC 5-22-7.3

TERMS AND CONDITIONS COMPASS MINERALS AMERICA INC.

1. ACKNOWLEDGMENT: This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.

1 (a) – A sample contract that the State expects to execute with the successful Respondent(s) has been provided in this solicitation. (See Sample Contract in bid documents). This contract contains both mandatory and non-mandatory clauses. It is the State's expectation that the final contract will be substantially similar to the sample contract provided. In the yellow text box immediately following this section, please indicate acceptance of these mandatory contract terms. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses in the yellow text box as well. If a non-mandatory clause is not acceptable as worled, suggest specific alternative wording to address issues mised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it's the State's strong desire to not deviate from the contract provided in the attachment and, as such, the State reserves the nght to reject any and all of these requested changes.

The mandatory master contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology (Only mandatory when contract is for IT products or services)
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalues/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

2. PRICING: Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor. (If discussions are held with bidders, the Awarded Price will be the price contained in the final revised bid submitted by the winning bidder(s))

3. TERMINATION FOR CONVENIENCE: This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.

4. FUNDING CANCELLATION: When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

5. INSURANCE: If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.

6. DELIVERY: Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for slipment.

7. QUANTITY: Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.

8. COMPLIANCE WITH SPECIFICATIONS: The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.

9. WARRANTY: The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, ngging drayage, and insurance. All replacements shall be covered by a new warranty.

10. INTELLECTUAL PROPERTY DEFENSE: The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets

11. PAYMENTS: All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

12. COMPLIANCE WITH LAWS: The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.

13. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT: As required by IC 5-22-3-7, the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimus and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor. (A) except for de minimus and nonsystematic violations, has not violate the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 is preempted by federal law.

14. NONDISCRIMINATION: Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of mee, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.

15. DRUG-FREE WORKPLACE CERTIFICATION: As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.

16. TAXES: Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

17. FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ('Force Majeure Event'), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at http://iot.in.gov/architecture/. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4+13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

1 (a) As referenced in Section 1a of the Terms and Conditions (page 4 of 21) and the Sample Contract included within the bid documents, please indicate acceptance of the mandatory contract terms in the field below. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it is the State's strong desire to not deviate from the sample contract provided in the attachment and, as such, the State reserves the right to reject any and all of these requested changes. Failure to provide your agreement, rejection, or alternative wording of the contract terms may lead to the rejection of your bid. Please be sure to include responses in the designated field below.

Accept

ePROCUREMENT GUIDELINES

- 1. Register as a valid bidder for the State of Indiana (SOI)
- 2. Basic commitment and level of effort in supporting:
 - Attend supplier summit meeting to identify State of Indiana catalog requirements
 - Catalog development (Internal Catalogs)
 - a. Include only items identified on QPA contract
 - b. Include only established prices identified on QPA contract
 - Catalog development (PunchOut) if vendor supports cXML standards
 - Supports the specific data elements outlined by the SOI
 - a. MBE/WBE
 - b. Recycled Content
 - c. US Manufacture
 - d. Alternative Fuel Vehicle
 - e. Case Pack
 - f. Action
 - g. Effective Date (of the item)
 - h. Supplier's Name
 - i. Supplier's ID #
 - j. Product Description (Short)
 - k. Product Description (Long)
 - l. Supplier Part #
 - m. Supplier Part # Extension
 - n. UOM
 - o. List Unit Price
 - p. Minimum Quantity
 - q. Effective Date (of the price)
 - r. Manufacturer Name
 - s. Manufacturer Part #
 - t. UNSPSC Segment Description
 - u. UNSPSC Family Description
 - v. UNSPSC Class Description
 - w. UNSPSC Commodity Description
 - x. UNSPSC Code
 - y. ETA (Lead Time)
 - z. Currency Code
 - aa. Expiration Date
 - bb. Image FileName or URL
 - cc. Type of Image
 - Catalog maintenance and transaction capabilities
- 3. Adhere to UN/SPSC mapping requirements. UN/SPSC information can be found at the following website. http://www.unspsc.org
- 4. Adhere to UN or ANSI X.12 standard UOM's. UOM information can be found at the following website. http://www.unece.org/fileadmin/DAM/cefact/recommendations/rec20/rec20_rec3_Annex2e.pdf

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found in the vendor's handbook at, <u>http://www.in.gov/idoa/files/VendorHandbook.pdf</u>, beginning on page 15.

Each bidder must answer the following questions pertaining to purchasing preferences. No preference will be applied unless these questions have been answered and any required attachments included.

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)? (This is per individual line and should be noted below)

Yes X No _____

Vendor must provide information at the individual line level in regards to this preference. If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

Untreated Salt - Us Manufactured preference for districts Vincennes, Seymour, Crawfordsville, and Greenfield

Servicing from our United States mine in Cote Blanche, Louisiana for the above districts only.

2. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)?

Yes _____ No ____

Indicate under which provision you are claiming to qualify as an Indiana business. For 1, 2, and 3, fully complete the *Indiana Economic Impact Form* (State Form # 51778), and include it with your bid/proposal. If you are claiming this preference based 4 or 5, please submit the documentation as requested under each category.

- ___ (1) A business whose principal place of business is located in Indiana
- _____ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana

(3) A business that employs Indiana residents as a majority of its employees

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more qualifies as an Indiana business under category 4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

(4) A business that makes significant capital investments in Indiana

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR), qualifies as an Indiana business under category 5. To verify that your company qualifies, you can e-mail <u>buyindianainvest@idoa.in.gov</u>. Please submit the response received from that e-mail for verification purposes.

_____ (5) A business that has a substantial positive economic impact on Indiana

There are the following price preferences for supplies purchased from an Indiana business:

(1) Five percent (5%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);
(2) Three percent (3%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000), but less than one million dollars (\$1,000,000);

(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

3. Are you claiming the Indiana Manufactured Preference?

Yes _____ No ____

If an Indiana business offers to provide supplies manufactured, assembled, or produced in Indiana, and if two (2) or more bids submitted were the same, the following price preference is available to the Indiana business, **in addition to** the price preference available under supplies purchased from an Indiana Business:

(1) Three percent (3%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);
(2) Two percent (2%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000) but less than one million dollars (\$1,000,000);

(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

Indiana manufactured is defined as a substantial amount of manufacturing, assembly or production occurring in the State of Indiana. To be eligible to claim the Indiana Manufactured Preference, necessary documentation confirming the supplies meet Indiana manufactured must be provided for review by the state.

4. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)?

Yes No x

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined above in the Indiana Business Preference section) and qualify in at least one of the following categories:

- (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year
- (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employs no more than 25 persons
- _____ (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less
- (4) A manufacturing business which employs no more than 100 persons
- (5) A business in the sector of Information Technology, Life Sciences, Transportation, or Logistics, not employing more than 100 persons or annual sales exceeding \$5,000,000
- (6) A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a)(1-3).
- 5. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)?

Yes No X

To be eligible to claim the recycled products preference, qualifying products must contain at least 20% recycled materials (30% postconsumer for white copy-paper). Bidders *must* provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the item specifications, the preference is not applicable and cannot be claimed.

6. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)?

Yes _____ No ____

7. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)?

Yes _____ No ____

8. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5)?

Yes _____ No ____

9. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)?

Yes _____ No ____

COMPASS MINERALS AMERICA INC.

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, if the purchase is for a Commodity/Services the contract goal for this solicitation is 4% Minority participation and 9% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned M/WBE goals. If participation exists the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at http://www.in.gov/idoa/mwbe/2743.htm. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

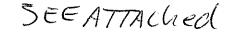
Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at http://www.in.gov/idoa/mwbe/2743.htm
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.



STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

IMPORTANT NOTE: IF YOUR COMPANY IS COMMITTING TO UTILIZE MWBE SUBCONTRACTORS FOR THE REQUESTED SERVICES, THIS FORM **MUST** BE COMPLETED IN ITS **ENTIRETY** WITH COMPLETED LETTERS OF COMMITMENT. COMMITMENTS WILL BE APPLIED TO ALL SALT TYPES, INDOT DISTRICTS, AND ENTITY CATEGORIES INCLUDED IN YOUR BID UNLESS OTHERWISE STATED IN THE BID RESPONSE. BIDDERS **MUST** ATTACH ADDITIONAL, SEPARATE MWBE FORMS (AND COMMITMENT LETTERS) IF COMMITMENTS VARY BY DISTRICT, ENTITY TYPE, AND/OR SALT TYPE.

BID: ASA-19-086, Road Salt

DUE DATE: May 1, 2019 by 3:00PM EST

TOTAL BID AMOUNT:

MBE Firm WBE Firm			
Company Name:	Contact Person:		
Address:	E-mail:		
	Telephone Number:	Fax Number:	
	()	()	
Sub-Contract Amount:	Describe service/product to	be provided:	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on th	is project:		

🗇 MBE Firm 💭 WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
	Telephone Number:Fax Number:()()
Sub-Contract Amount:	Describe service/product to be provided:
Sub-Contract Percentage of Total Bid:	
Provide approximate dates when Sub-Contractor will perform on this	s project:

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title

Please check if additional forms are attached. Page _____ of _____

COMPASS MINERALS AMERICA INC. INDIANA VETERANS' BUSINESS ENTERPRISE SUBCONTRACTOR

COMMITMENT FORM The Form must show that there are, participating in the proposed contract, Indiana Veterans' Business Enterprises (IVBE)

listed in the VetBiz Registry, <u>http://www.vetbiz.gov/</u>, that conform to the IVBE rules as laid out at <u>http://www.in.gov/idoa/2862.htm</u>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory http://www.in.gov/idoa/2862.htm
- Must be used to provide the goods or services specific to the contract

INDIANA VETERANS' BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. This letter of commitment shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov



STATE OF INDIANA IVBE SUBCONTRACTOR COMMITMENT FORM

IMPORTANT NOTE: IF YOUR COMPANY IS COMMITTING TO UTILIZE IVBE SUBCONTRACTORS FOR THE REQUESTED SERVICES, THIS FORM **MUST** BE COMPLETED IN ITS **ENTIRETY** WITH COMPLETED LETTERS OF COMMITMENT. COMMITMENTS WILL BE APPLIED TO ALL SALT TYPES, INDOT DISTRICTS, AND ENTITY CATEGORIES INCLUDED IN YOUR BID UNLESS OTHERWISE STATED IN THE BID RESPONSE. BIDDERS **MUST** ATTACH ADDITIONAL, SEPARATE MWBE FORMS (AND COMMITMENT LETTERS) IF COMMITMENTS VARY BY DISTRICT, ENTITY TYPE, AND/OR SALT TYPE.

BID# ASA-19-086, Road Salt

DUE DATE: May 1, 2019 by 3:00PM EST

TOTAL BID AMOUNT:

Company Name:	Contact Person:	
Address:	E-mail:	
	Telephone Number:	Fax Number:
		()
Sub-Contract Amount:	Describe service/product	to be provided:
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contractor will perfo	rm on this project:	

Company Name:	Contact Person:	
Address:	E-mail:	
	Telephone Number: Fax Number:	
Sub-Contract Amount:	Describe service/product to be provided:	
Sub-Contract Percentage of Total Bid:		
Provide approximate dates when Sub-Contractor wi	ll perform on this project:	

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title Please check if additional forms are attached
	Please check if additional forms are attached. Page of

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COMPASS MINERALS AMERICA INC.

DRUG-FREE WORKPLACE CERTIFICATION

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision(c) (2) above, or otherwise receiving actual notice of such conviction; and

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (c) above.

SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana Corporation Section 302 W. Washington St. Rom E018 Indianapolis, IN 46204 (317) 232-6576

EXTEND PRICING TO OTHER GOVERNMENTAL BODIES

- 1. Will you extend your prices of awarded products or services to other governmental bodies?
 - Other governmental body means an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.
 - b. The State DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
 - c. All other governmental bodies must be willing to accept bid items as described in the specifications without any changes once the bid is awarded.

Yes <u>No X</u>

INVOICE AUTOMATION PROGRAM

The purpose of the Invoice Automation Program is to enable the state of Indiana to establish a more efficient, cost-effective method of processing payments by going paperless.

The program is designed as an alternative to the traditional method of submitting paper copies of invoices. Vendors will be authorized to enter invoices directly into the state's new system thus enabling both the state of Indiana and vendors with the ability to track and monitor their payments. Thus adding transparency to ensure invoices are being processed and paid on time. In addition, this program will result in a significant reduction in printing and

mailing paper copies to the respective state agency and avoid invoices being lost in transit.

The appropriate email address will be indicated under the Instructions & Comments section of the Purchase Order.

Please indicate your agreement to submit invoices electronically via email to the State of Indiana and other governmental agencies.

Yes _____ No _____

OneIndiana DESCRIPTION AND REQUIREMENTS

In 2005, Governor Daniels launched the Operating with New Efficiency (ONE) Indiana initiative to benefit the State's overall budget. The practices and principles established under OneIndiana continue to be used in solicitations to establish State QPA contracts. In 2008, Governor Daniels OneIndiana initiative was expanded to reach other governmental bodies throughout the State of Indiana. OneIndiana.net is a secure and credentials based website for all State QPA products and services. Hundreds of governmental bodies have the ability to log onto OneIndiana net to see what products and services are available to them through QPA's. If you answered "yes" to extending prices to Other Governmental Bodies, please complete the following questions. In order for your awarded products and services to be included in OneIndiana.net, IDOA requires a yes response to the questions 1-4.

Do you agree to provide the following data fields, in the described format, of awarded products or services to the Department of Administration? An 1. excel spreadsheet template will be provided to you for completion by the Department of Administration upon contract award.

Yes <u>x</u> No	
Product Category-	This is a required field. The system uses product categories for indexing the catalogs which provides for easier searching for end users.
Item Number-	This is a required field. A SKU or unique internal ID is required for all products. This is not the Manufacturer Part Number or Universal Product Code. This is your internal product code. If you don't have a unique internal SKU system, create an ordered list, giving each product a number: 1, 2, 3, 4, etc. The system will use this item number throughout the system including for ordering, on Purchase Orders, and in reporting.
Unit of Measure-	This is a required field and must reflect the state approved Units of Measure . Examples include: Each (EA), Dozen (DZ), and Carton (CI).
Short Description-	This is a required field. A short, simple description of your product. Include the most relevant keywords that describe your product. The short description is what users will see in search results.
Long Description-	This is a required field. Use this field to provide detailed information regarding your product and its features. Users will see the long description when they click on an individual item to pull up an item detail page.
Keywords-	This is a required field . Use this field to list all relevant words and phrases a user might enter when searching for your product. Separate keywords and phrases in this field by a comma. **The system uses an algorithm to return our search results using a combination of Short Description, Long Description, and Keywords. It is very important to provide as complete of information as possible in each of these fields to ensure accurate placement of your products in our search results.
Sales Rank-	Use this field if you want to list the ranking of you products in order of most sales. When searching, users have the option of sorting by Sales Rank to view the most purchased/popular items a vendor offers.
Weight (lbs.)-	Enter the shipping weight of your product in this field.
Manufacturer Name-	This is a required field. Enter the name of the manufacturer or brand of your product in this field. If you personally manufacture the item, enter your company name.
Manufacturer PN-	This is a required field. Please be sure you are entering the correct manufacturer part number. It is important not to add or delete characters from the actual manufacturer part number.
Manufacturer Desc	If you want to provide additional information about the manufacturer of the product, enter that information in this field.
Is Assembly Required-	If assembly is required, enter TRUE in the field. If no assembly required, enter FALSE. This will be indicated to the user throughout the system.
Contains Recycled-	More and more consumers want to be aware if products contain recycled material. Enter TRUE if your product does contain recycled material. Enter FALSE if it does not. This is a required field.
Is UPSable-	Enter TRUE if your product qualifies for standard shipping. If special shipping is required, enter FALSE.
Is Value Pack-	Some industries have the same item available in to purchase in an each quantity as well as larger "value pack" quantities such as by dozen, case, etc. Enter TRUE in this field if you want to indicate it is a value pack.
Is Green-	An item is considered Green based on criteria including: Contains Recycled Content, Helps to Recycle, Energy
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	Saver, Renewable Source/ Rechargeable, Biodegradable/Compostable, Non-toxic, "Greener" Alternative/ Reusable, Low VOC's, CFC's, etc., and other Green criteria.
UPC Code-	This is a required field (if UPC is available for the product). Universal Product Codes are either 10 or 12 digits long. Please make sure you enter the correct UPC code and do not add or delete any digits.
MSDS URL-	If your product has a MSDS sheet associated with it, provide the URL for the image of the MSDS sheet here. Be sure to include https:// in the link. Users will be able to pull up the MSDS sheet from the Item Detail page in the system.
UNSPSC-	This is a required field . Provide the UN Standard Product Service Code in this field. This classification code may be used by the client for reporting purposes.
Small Image URL-	This is a required field . This is the URL of for the small image of the product you are selling. The small image will appear in search results and should be approximately 100h x 100w. Be sure to include https:// in the link . The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
Medium Image URL-	This field is strongly recommended. This is the URL of for the medium image of the product you are selling. The medium image will appear in the individual item detail page and should be approximately 240h x 240w. Be sure to include https:// in the link. The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
Large Image URL-	This field is strongly recommended . This is the URL of for the large image of the product you are selling. The large image will appear when the user clicks on the "view larger image" link on the individual item detail page and should be approximately 400h x 400w. Be sure to include https:// in the link. The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
Attribute Name/Value-	You may create up to 3 attributes for your product. An example of an attribute name may be "Size" and its value may be "Large". Required Attributes are: Attribute Name Value Syntax QPA Number The assigned number of the QPA QPA Expiration Date On what date the QPA Expire - DD/MM/YYYY format
Status-	A product can either be ACTIVE or DISCONTINUED. An item is considered to be ACTIVE unless you specify DISCONTINUED in this field. An item with a DISCONTINUED value in this field will not be accessible to end users in the system
Price-	This is a required field. This is your net selling price of the product to the customer. If the price is not marked up, use 0.00 for the price.
Price Effective Date-	Enter the date that the net price you listed for the product becomes effective. Pricing in the system will change accordingly on the date you list in this field.
Is Contract Item-	This is a required field . Enter TRUE in this field if the specific product is part of contract that you have with the customer. Example: An MRO supply vendor may have a catalog of 5,000 items, of which the customer has negotiated a "market basket" of 100 items that are on contract with fixed pricing for a specific period of time. In this case the MRO vendor would enter TRUE in this field for the 100 market basket items. In other cases, the entire catalog may be on contract. As such, you would enter TRUE for all items listed in the catalog. These Market Basket Items will be visible in the catalog, marked with an icon.
List Price-	Use this field to enter the Manufacturers Suggested Retail Price (MSRP) or "List Price"

2. Do you agree to provide the product information described in question 1 within 10 business days of receiving the excel spreadsheet template from the Department of Administration?

Yes x No _____

If no, please provide an alternate timeline for product information submission.

3. Do you agree to provide updates of awarded products or services in the excel spreadsheet template format on a mutually agreed upon frequency based on volatility of product additions, deletions and changes and price changes?

Yes _____ No _____

4. Do you agree to provide your company logo in a 100 X 100 pixel jpeg file format within 10 business days of receiving notification of award?

Yes <u>x</u> No _____

5. Are you able to transmit data regarding your products, services and pricing via an automatic cXML upload process? This process would be in lieu of the manual upload process described in questions 1 through 3. A detailed specification document will be provided to you by the Department of Administration upon contract award.

Yes _____ No ____

EMERGENCY INFORMATION

In the event of an emergency or disaster, the State of Indiana is requesting that your company be a pre-qualified supplier of the goods and/or services requested in this solicitation if awarded. Respondents are advised that the goods and/or services contracted for as a result of this contract/solicitation may be called upon by the State of Indiana or other governmental entities at times of emergencies or disasters. Indicate below if you agree to honor the terms and conditions (with the exception of shipping and delivery locations) of the resulting contract. Shipping and delivery arrangements will be coordinated directly with the stricken entity.

Indicate your agreement to provide the items and/or services specified in this contract/solicitation to the State of Indiana and other governmental agencies in the event of an emergency or disaster.

Yes X No _____

If yes, please list a contact name, phone and e-mail address of the person who would be on-call 24/7 in the event of an emergency/disaster.

Name: _____SEAN LIERZ - SALES MANAGER

Phone: _____800-323-1641

Cell Phone: _ 913-669-7399

E-mail: LIERZS@COMPASSMINERALS.COM

COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <u>http://www.in.gov/ig/2335.htm</u> If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed.

F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.

2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State. **EXCEPTIONS**

IMPORTANT NOTE: Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from outlined specifications should provide, with the company's request, a listing of all areas in which the company's product deviates and fully explain and justify this alternative. **Please be advised the State reserves the right to reject any bid not meeting requested specifications**.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER. (If additional space is needed, please attached a separate sheet)

____ PLEASE CHECK IF APPLICABLE

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ADDITIONAL TERMS AND CONDITIONS

- 1. Term: The term of this agreement shall be for that period shown on the Quantity Purchase Agreement.
- 2. Patents: The Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Contractor, and provided that the State:
 - A. Gives the Contractor a prompt written notice of any claim; and
 - B. Allows the Contractor to control and fully cooperates with the Contractor in the defense and all related settlement negotiations.
- 3. Obligation: Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Contractor's opinion, is likely to become the subject of such a claim, the State will permit Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Contractor. The Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Contractor.
- 4. Default:
 - A. If the Using Agency, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, then the Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.
 - B. If the Contractor, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, the Using Agency may cancel and terminate this Agreement and thereafter owe no further monies for equipment usage beyond the termination date.
- 5. Assignment: The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
- 6. Alterations and Attachments: An alteration or attachment to equipment may be made only upon approval by the Contractor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Contractor, or upon notice from Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical.
- 7. Authority to Bind Contractor: Notwithstanding anything in the contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Lessor/Contractor designated in the solicitation package and has obtained all necessary or applicable approval from the home office of the Contractor to make this contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto and accepted by the State of Indiana.
- 8. Independent Contractor: Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, pattners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
- Penalties/Interest/Attorney's Fees: The State will in good faith perform its required obligations hereunder but does not agree to pay any penalties, interest, liquidated damages, or attorney's fees except as expressly required by Indiana Law including, but not limited to, IC 5-17-5, IC 34-54-8, IC 34-13-1.
- 10. Waiver of Rights: No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such rights.
- 11. Hold Harmless/Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.
 - 12. General: This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by a written agreement signed by all authorized and required parties. The terms, conditions, and specifications of the original solicitation, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they have been fully set out herein.
 - 13. Open Competition: The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their quote/bid.
 - 14. Insurance: If this agreement provides for work to be performed by the Contractor on property owned or controlled by the State of Indiana, or on property of others named herein, Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

If required by contract, the Contractor shall furnish to the Indiana Department of Administration Procurement Division, upon request, a written

certificate obtained from an approved insurance company or proper governmental authority establishing that said insurance of employees has been procured and that premiums therefore have been paid and specifying the name of the insurer and the policy number and expiration dates.

- 15. Work Standards: The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.
- 16. Contract Confidentiality of State Information: The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
- 17. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition: The/Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein secured, developed, written, or produced by the /Contractor in furtherance of this Contract, shall be the property of the State and that the Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right in the Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.
- 18. Ownership of Documents and Materials: All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Contractor without prior written consent of the State is prohibited. During the performance of the services specified, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while they are in the possession of the /Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.
- 19. Progress Reports: The Contractor will submit a progress report to the State upon request. The report will be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule and the completion can be reasonably assured on the scheduled date.
- 20. Access to Records: The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.
- 21. Substantial Performance: This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 22. Conflict of Interest:
- A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

- "Interested party" means:
- 1. The individual executing this Contract;
- 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
- 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
- "Department" means the Indiana Department of Administration.
- "Commission" means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.
- 23. Renewal Option: This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4. The total term of this contract, including all renewals, shall not exceed four (4) years.

NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

	ER <u>COMPASS MINE</u> Nor SSN)	RALS AMERICA INC.	FEDERAL ID NUMBER	48-1047632		_ (Please circle to	indicate if your FIN
ORDE	RING ADDRESS	900 WEST 109TH ST., SUI	ITE 100				
CITY_	OVERLAND PARK	STATE	KANSAS	ZIP CODE .	66210	_	
REMIT	TANCE ADDRESS	PO BOX 277043					_
CITY_	ATLANTA	STATE _	GEORGIA	ZIP CODE _	30384-7043	_	
TYPE (OF BUSINESS (i.e. Cor	poration, Sole Proprietor, I	LLC, etc)CORPORAT	ION			
NORTI	H AMERICAN INDUS	STRY CLASSIFICATION	SYTEM (NAICS CODE) _	212393		-	
TELEP	HONE NUMBER (00) <u>323-1641</u>					
E-MAH	LADDRESS: LIER	ZS@COMPASSMINERAI	LS.COM				

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

1 eny ferrit, the undersigned_	SVP
(Signature)	rint Office Held)
of the above named bidder under penaltics of perjury this $\underline{2644}$ da	ny of <u>April</u> , <u>2019</u> , certify that I hold the aforementioned Office
of the above named bidder under penalties of perjury this <u>s</u> d	y of <u><u><u>T</u><u>P</u><u>T</u><u>I</u>, <u>S</u><u>U</u><u>I</u>, certify that I hold the aforementioned Office</u></u>
in the above bidder and that the representations are true and accurate.	1

IF YOU HAND-DELIVER SOLICITATION RESPONSES:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) and OTHER STATE AGENCIES (OSAs) 2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS FOR UNTREATED SODIUM CHLORIDE & SODIUM CHLORIDE TREATED WITH MAGNESIUM CHLORIDE

These specifications, terms, and conditions apply to salt for INDOT and Other State Agency locations identified within this solicitation. *These specifications will not apply to the Local Governmental Entities included in this solicitation*.

1.0 SCOPE OF WORK

Exhibit A - List of Awarded Entities & Pricing

Exhibit B – INDOT & Other State Agencies Specifications

Exhibit C – Local Governmental Entities Specifications

Exhibit D – Performance Metrics and Corrective Actions

Exhibit E – BID #XXX Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Participating Entities

The participating entities on the QPA are attached hereto as **Exhibit A** – **List of Awarded Entities & Pricing**. Additional State Agencies and Local Entities that are not listed on **Exhibit A** may purchase from the awarded Contractor the commodities and services listed for the INDOT district in which they are located at that district's QPA price upon mutual agreement between both parties. Additional State Agencies and Local Entities that are not listed on **Exhibit A** are bound to all contract terms, including minimum and maximum percent purchase amount (80% - 120%).

B. Scope of Work, Specifications, Delivery Requirements

Road salt scope of work (including but not limited to: specifications, delivery requirements, invoicing, etc.) are delineated in Exhibit B – INDOT & Other State Agencies Specifications and Exhibit C – Local Governmental Entities Specifications.

C. Pre-Season Meeting

The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if INDOT deems it necessary. IDOA and INDOT Central Office shall be included in these meetings, at their discretion, and shall determine the timeframe and date(s) that each meeting should be completed by. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

D. Bi-Weekly Calls

The Contractor shall participate in a bi-weekly call with IDOA, INDOT Central Office, and the awarded district(s). If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in Exhibit D – Performance Metrics and Corrective Actions.

E. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis. All reports shall be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D** – **Performance Metrics and Corrective Actions**.

- a. Weekly Depot Salt Levels Report: The Contractor shall submit to IDOA, INDOT Central Office, and INDOT District Contact a weekly salt levels report for each awarded district, listed in Exhibit A – List of Awarded Entities & Pricing. Reports shall include, at a minimum:
 - List of depots in each awarded district (broken up by district) with location
 - Current salt quantity levels
- b. **Bi-Weekly Sales Report:** The Contractor shall submit to IDOA a bi-weekly sales report for INDOT, State Agencies, and other Local Governmental Entities, three business days after the end of the reporting period. Reports shall include, at a minimum:
 - Entity Name

- INDOT District
- Salt Type
- Tons Committed
- Total Tons Ordered within Reporting Period
- Last Order Date Within Reporting Period
- Tons Ordered To Date
- Tons Remaining (80%)
- Tons Remaining (120%)
- c. **Penalty/Rejection Report:** The Contractor shall submit to IDOA a monthly report that documents any penalties assessed or orders rejected by INDOT, State Agencies, or Local Governmental Entities. The report shall include, at a minimum:
 - Entity Name
 - Order Date
 - Order Dollar Amount
 - Order Tonnage Amount
 - Penalty Amount
 - Reason for Penalty
 - Rejected: Y/N
- d. **Delivery Report**: The Contractor shall submit to IDOA a monthly report that documents road salt deliveries to entities listed within **Exhibit A**. The report shall include, at a minimum:
 - Entity Name
 - Invoice/Order Number
 - Order Date
 - Delivery Date
 - Expected Delivery Date
 - Days Overdue

F. Performance Metrics

Performance Metrics are delineated in Exhibit D - Performance Metrics and Corrective Actions.

G. Timely Reponses to Inquiry

The Contractor shall respond to comments, questions, or meeting requests from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

The work to be performed consists of furnishing and delivering sodium chloride to various locations throughout Indiana for use in winter maintenance operations. Sodium Chloride will be in accordance with the 2016 Indiana Department of Transportation Standard Specifications (Sections 913.03) and the Supplemental Specifications at bid due date and time, and all applicable rules and regulations at the federal, state, and local levels.

2.0 SPECIFICATIONS

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps, and free water.

Sodium Chloride

Sodium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, with a moisture content not exceeding two (2) percent.

Sodium Chloride treated with Liquid Magnesium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% sodium chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

% sodium chloride = % apparent sodium chloride - (% magnesium chloride + % calcium chloride)

Sampling shall be in accordance with Indiana Testing Method (ITM) 810. Sampling frequency shall be as set out in the INDOT manual entitled, "Manual for Frequency of Sampling and Testing and Basis for Use of Materials, revised January 2016" The rapid test method referenced in AASHTO M 143, Annex A1 shall be used for both routine acceptance testing and for resolution of disputes concerning chemical composition. Material not complying with these requirements shall be paid for at a reduced price as set out under "Deductions" in the Special Provisions (See Section 8.0).

3.0 INSPECTION

All Sodium Chloride delivered will be visually inspected at time of delivery and samples taken for laboratory analysis of gradation, purity and moisture content in accordance with ITM 810.

4.0 REJECTION

Any material delivered which contains lumps, foreign matter or free water shall be rejected. In the event the material has been loaded or dumped prior to rejection it shall be immediately reloaded or removed by the Contractor within 48 hours of notification of rejection. Failure to remove the material will result in liquidated damages in the amount of \$10.00 per ton for each calendar day the salt remains on INDOT/OSA property.

5.0 DELIVERY

Deliveries shall be made during regular working hours when possible, and will be accepted at other times only when prior arrangements have been approved by the District Highway Maintenance Director, designee, or the District personnel responsible for coordinating salt deliveries (INDOT only). For OSAs, prior arrangements will need to be approved by the OSA contact responsible for coordinating salt deliveries. No payments from INDOT will be made for any load for which a delivery ticket, signed by an Indiana Department of Transportation representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare, and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for accuracy of the delivery ticket weights. The Indiana Department of Transportation and OSAs reserve the right to require any truck to go to the nearest available certified scales to check weights at no additional cost to the Indiana Department of Transportation or OSA.

A. Routine Deliveries Beyond Early Delivery Final Date

Contractor shall make delivery in trucks with solid or waterproof tarps to stockpile locations within any Sub-District location for which it has received Award of Contract. Deliveries must be pre-scheduled with district designated personnel a minimum of 1 business day prior to the anticipated delivery date. Scheduling must include anticipated quantities, locations and timeframe for delivery.

Delivery must be 100% completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, INDOT and OSAs reserve the right to assess liquidated damages at two percent (2%) per day not to exceed a maximum of 10% of the order and will be deducted from any money due the Contractor, not as a penalty but as liquidated damages. When the Contractor contacts INDOT or the OSAs to confirm delivery (as stated in previous paragraph), should the Ordering Entity no longer need the salt originally ordered, the Contractor will provide the liquidated damages amount in the form of a check to the Ordering Entity. In this instance, the amount shall be calculated beginning on the tenth business day and spanning to the date of order cancellation, but not to exceed the maximum amount previously stated. Should there be any discrepancies, the State Vendor Manager shall evaluate the situation and provide guidance.

Orders shall be placed by telephone or email during regular working hours to the office specified by the Contractor. The Contractor should provide a single telephone number and a single email address for all orders made for each purchase order. The Contractor shall provide order confirmation via e-mail or fax, so that each INDOT District and OSA can provide verification for each telephone or email order.

B. Early Delivery Period

The Contractor shall furnish and deliver the Early Storage Requirements at the locations listed on the attached sheets (Bid List.xls, "Early Storage Requirements" spreadsheet) at all salt storage buildings or outside storage areas as follows:

- La Porte and Fort Wayne INDOT Districts: 50% of order delivered on or before October 15, 2019 and 100%
 delivered on or before November 15, 2019.
- Crawfordsville, Greenfield, Seymour, and Vincennes INDOT Districts: 50% of order delivered on or before
 November 1, 2019 and 100% delivered on or before December 1, 2019.

For each business day that early storage requirements for each bidding unit are not complete after the time specified, INDOT reserves the right to assess liquidated damages at two percent (2%) per day not to exceed a maximum of 10% of the order and will be deducted from any money due the Contractor, not as a penalty but as liquidated damages. INDOT is committed to purchasing 100% of the Early Fill amounts listed by INDOT district (as listed in the INDOT Early Fill Requirement spreadsheet), not sub-district.

6.0 BASIS OF PAYMENT

The Indiana Department of Transportation and OSAs shall pay the negotiated Contract per-ton-price for the type of salt (as specified in Bid List.xls), furnished and delivered to the various locations as designated. There shall be no other charges. Pricing submitted by respondents will be the price for purchases from 0% to the maximum of the commitment range of 120%. Any additional tons needed beyond the maximum commitment range (120%) will be by mutual agreement of the parties, including the price thereof.

The quantities shown by INDOT sub-district are estimates only and may be adjusted at the option of the Indiana Department of Transportation. INDOT commits to purchase at least 80% of the total tonnage listed by district; each OSA commits to purchase 80% of each entity's requested tonnage. The quantities in the Bid List.xls are 100%.

- 80-120% Commitment Range All INDOT Districts (Crawfordsville, Fort Wayne, Greenfield, LaPorte, Seymour, and Vincennes)
 - o "Delivered" is price of salt per ton delivered to the INDOT or OSA location
 - "Delivered + Loaded" is price of salt per ton to deliver to the INDOT or OSA location and load the salt via a conveyor (see section 9.0 for loading requirements)
 - o "Pick-Up" is the price of the salt per ton

7.0 INVOICING

The Indiana Department of Transportation and OSAs require the Contractor to invoice the Indiana Department of Transportation or OSA for each Subdistrict location (or OSA facility) where business has been transacted. Invoices shall itemize the daily activity for that Subdistrict/location.

In accordance with Section 5.0, DELIVERY and Section 8.0, DEDUCTIONS of the Specifications & Special Provisions, the Indiana Department of Transportation and OSAs will notify the Contractor(s) in writing no more than twice a month for each Unit or Subdistrict location (or OSA facility) when liquidated damages for late deliveries or

deductions for non-compliance with specifications are being assessed. The Contractor(s) shall submit a credit memorandum to INDOT (or OSA) for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from INDOT or OSA.

Payment will be made following necessary testing and evaluation as described in the contract terms. INDOT and OSAs shall complete necessary testing and evaluation within ten (10) business days after receipt; if the department fails to test and evaluate within this timeframe, payment shall at such time be authorized.

8.0 DEDUCTIONS

After testing sodium chloride, deductions will be made for non-compliance with specifications on the following basis:

A. CHEMICAL COMPOSITION

Sodium Chloride

Results of the purity test shall be rounded up to the nearest whole percentage point. (.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from 94 percent through 90 percent and \$2.00 (two dollars) per ton for each percentage point from 89 percent through 85 percent. Material with purity less than 84.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Sodium Chloride treated with Liquid Magnesium Chloride

Results of the purity test shall be rounded up to the nearest whole percentage point. (.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from 91 percent through 87 percent and \$2.00 (two dollars) per ton for each percentage point from 86 percent through 82 percent. Material with purity less than 81.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

		Sodium Chloride
		treated with Liquid
		Magnesium
Deduction	Sodium Chloride	Chloride
\$1.00 per Ton	94 – 90 %	91 – 87 %
\$2.00 per Ton	89 – 85 %	86 – 82 %
Paid at \$4.00 per Ton	Less than 84.5 %	Less than 81.5 %

B. MOISTURE

Sodium Chloride

If the moisture content exceeds two (2) percent, the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

Weight to be paid for = $G \times (104-2(m)) / 100$

G=Gross weight of material (wet).

M=Percent of moisture to the nearest 0.5 percent based on oven dry weight.

Sodium Chloride treated with Liquid Magnesium Chloride

If the moisture content exceeds five and three tenths (5.3) percent, the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

M=Percent of moisture to the nearest 0.5 percent based on oven dry weight.

C. GRADATION

Sieve Sizes	Percent Passing		
½ inch (12.5mm)	100		
3/8 inch (9.5 mm)	95 - 100		
No. 4 (4.75 mm)	20 - 95		
No. 8 (2.36 mm)	10 - 65		
No. 30 (0.60 mm)	0 - 20		

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

ADJUSTMENT POINTS FOR GRADATION

Sieve Size

Adjustment Points	½ inch	3/8 inch	No. 4	No. 8	No.30
	12.5 mm	9.5 mm	4.75 mm	2.36 mm	0.60 mm

For each					
1.0% up to 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	2.0
	·				
For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

The minimum required number of tests will be as set out in "INDOT Manual for Frequency of Sampling and Testing and Basis for Use of Material," revised January 2016. Samples will be taken by or under the supervision of a representative of the department. All materials being used are subject to inspection, test, or rejection at any time.

Where the Indiana Department of Transportation or OSA determines that a sample does not meet specifications in chemical composition, moisture and gradation, the following shall be the method of determining the final price per ton:

- 1) First, tons eligible for payment shall be calculated as noted in Section B. Moisture.
- 2) Second, a deduction, as specified above, will be made for gradation failure.
- Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below 84.5 percent at which time the entire amount will be paid for as snow and ice abrasives as noted in Section A. Chemical Composition.

9.0 REQUIREMENTS FOR DELIVERY

The following special provisions apply to all Indiana Department of Transportation salt storage sites and OSA facilities, except where noted on the Special Provision pages.

• Venders will provide weekly documentation due every Monday once deliveries have started. Documentation must be provided via email to the ordering district representative and to the State Winter Operations Manager. OSA locations are not included in this INDOT report.

Documentation must include the following by district:

- 1. Order totals (tons) filled the previous week
- 2. Order totals (tons) outstanding to date
- 3. Order totals (tons) that are delinquent beyond 10 business days
- 4. Depot locations with on ground totals of INDOT stockpiles.

- Venders will be required to attend bi-weekly teleconferences with district representatives when scheduled by INDOT. Venders should be prepared to brief INDOT logistics and operations staff on current status on above items and any additionally inquires that INDOT may have.
- A. Delivered and Loaded; shall mean placement of salt in the departments designated storage buildings, with equipment and labor furnished by the Contractor or the Contractor's appointed hauler. Loading shall be directly from the truck to the storage building, by way of loading equipment, and salt shall <u>not</u> be placed on the ground outside a building prior to loading in the building.
- B. Loading equipment shall be provided by the Contractor or the Contractor's appointed hauler, which shall be capable of fully loading INDOT's storage buildings. The Contractor may review specific sites in order to determine equipment required. A pre-planned time for such visits is required. Loading equipment should include conveyors or other equipment as <u>approved</u> by INDOT (or OSA). The Contractor shall use commercially reasonable best efforts to make additional conveyors (more than one) available to INDOT Districts that have larger amounts of salt needing conveyed.
- C. Failure to load salt in the INDOT (or OSA) salt storage building will result in a deduction, as liquidated damages, from the price bid for salt delivered and loaded. The amount shall be \$1.00 per ton plus the price differential charged for the loaded price.
- D. Delivered No Deduction; shall mean salt that is delivered but not loaded in the Department's designated storage buildings. <u>This delivery method must be pre-approved by the INDOT District Highway Management Director</u> (or OSA contact) and marked on the delivery ticket as such. Deliveries without prior authorization and the salt not loaded in the building will result in liquidated damages as listed above.
- E. Delivery tickets must be marked by the Department as:

"Delivered and Loaded" to indicate full payment for delivery and loaded as bid. (Salt properly placed in the building.)

"Delivered" to indicate material delivered but not loaded resulting in the deduction for liquidated damages above. (This represents dumped without authorization.)

"Delivered - No Deductions" to indicate that the Department or OSA required a delivery outside a storage building. (This represents dumped with permission.)

The Contractor is required to provide delivery ticket in the format that contains the above terms to facilitate faster actions.

- F. The Contractor will be responsible for any damage to the salt shed resulting from improper piling of salt. Further, the Contractor may be required to move any material improperly stacked.
- G. Conveyor loading only is acceptable at all Districts. Slinger loading is not acceptable. The Indiana Department of Transportation and OSA's reserve the right to reject Contractor loading if the price or quantity being delivered is unacceptable.

10.0 DEFINITIONS AND TERMS

For the purposes of this contract, calendar day and business day shall be defined as:

Calendar Day – Every day shown on the calendar.

Business Day – A calendar day, exclusive of Saturdays, Sundays, and State recognized legal holidays.

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2016

(With Supplemental Specifications in affect at time of letting) http://www.in.gov/dot/div/contracts/standards/book/index.html

SECTION 913 - MISCELLANEOUS

(913.03 Sodium Chloride. Sodium chloride shall be in accordance with AASHTO M 143). Rock salt shall be used for deicing purposes. Either rock salt or evaporated salt may be used for stabilization.

MANUAL FOR FREQUENCY OF SAMPLING AND TESTING AND BASIS FOR USE OF MATERIAL, REVISED, JANUARY 2016.

http://www.in.gov/indot/files/FreqOfSamplingAndTesting.pdf

Indiana Test Method or Procedure

ITM 810-15T Deicing Material, Dated June 6, 2015

http://www.in.gov/indot/div/mt/itm/pubs/810 testing.pdf

11.0 FAILURE TO MEET OBLIGATIONS

If the Contractor is unable to meet its agreement obligations as set out in this invitation, the Indiana Department of Transportation and Other State Agencies, at the State's option may purchase materials from any other available source on the open market, cancel the agreement or applicable portions thereof, and/or may award the portions so cancelled to another supplier.

In the event the State is required to purchase the materials from another source as a result of the Contractor not being able to meet their commitment, any additional expenses in excess of the agreement price will be deducted from any money due the Contractor.

LOCAL GOVERNMENTAL ENTITIES 2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS FOR TREATED/UNTREATED SODIUM CHLORIDE

These specifications, terms, and conditions apply to Other/Local Governmental Entities that are listed within this solicitation. *These specifications will not apply to INDOT locations or other State Agencies in this solicitation.*

<u>Other/Local Governmental Entities</u> is defined as follows: an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.

I. SCOPE OF SERVICES

The material to be furnished shall consist of sodium chloride delivered at Contractor's expense to various Buyer facilities. This rock salt shall be used as a deicer for road maintenance. Sodium Chloride will be in accordance with the 2016 Indiana Department of Transportation Standard Specifications (Sections 913.03) and the Supplemental Specifications at bid due date and time, and all applicable rules and regulations at the federal, state and local levels.

II. SPECIFICATIONS

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps and free water.

A. Untreated Sodium Chloride

Sodium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M I43, Type I Grade I, with a moisture content not exceeding two (2) percent.

1) Chemical Composition

Results of the purity test will be rounded to the nearest whole percentage point (0.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from ninety-four percent (94%) through ninety percent (90%) and \$2.00 (two dollars) per ton for each percentage point from eighty-nine percent (89%) through eight-five percent (85%). Material with purity less than eighty-four point five percent (84.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride
\$1.00 per Ton	94 – 90 %
\$2.00 per Ton	89 – 85 %
\$4.00 per Ton	Less than 84.5 %

2) Moisture

If the moisture content of Untreated Sodium Chloride exceeds two percent (2%), the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

Weight to be paid for = $G \times (104-2(m)) / 100$

G = Gross weight of material (wet)

m = Percent of moisture to the nearest 0.5 percent based on oven dry weight

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing		
½ inch (12.5mm)	100		
3/8 inch (9.5 mm)	95 - 100		
No. 4 (4.75 mm)	20 - 90		
No. 8 (2.36 mm)	10 - 60		
No. 30 (0.60 mm)	0 - 15		

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

Adjustment Points	Sieve Size	Sieve Size				
	½in.	3/8in.	No.4	No.8	No.30	
	12.5mm	9.5mm	4.75mm	2.36mm	0.60mm	
For each 1.0% up to 3.0%						
Out of Tolerance	1.0	1.0	1.0	1.0	2.0	
For each 1.0% > 3.0%						
Out of Tolerance	1.0	1.0	1.0	1.0	3.0	

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

Where Buyers determine that a sample does not meet specifications in chemical composition, moisture, and/or gradation, the following shall be the method of determining the final price per ton:

- a) First, tons eligible for payment shall be calculated as noted above in Section 2 Moisture.
- b) Second, a deduction, as specified above, will be made for gradation failure.
- c) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

B. Treated Sodium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M I43, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% Sodium Chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

% sodium chloride = % apparent sodium chloride - (% magnesium chloride + % calcium chloride)

1) <u>Chemical Composition</u>

Results of the purity test will be rounded to the nearest whole percentage point (0.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from ninety-one percent (91%) through eighty-seven percent (87%) and \$2.00 (two dollars) per ton for each percentage point from eighty-six percent (86%) through eight-two percent (82%). Material with purity less than eighty-one point five percent (81.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride
\$1.00 per Ton	91 – 87 %
\$2.00 per Ton	86 – 82 %
\$4.00 per Ton	Less than 81.5 %

2) Moisture

If the moisture content of Treated Sodium Chloride exceeds five and three tenths percent (5.3%), the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

Weight to be paid for = $G \times (104-2(m)) / 100$

G = Gross weight of material (wet)

m = Percent of moisture to the nearest 0.5 percent based on oven dry weight

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing		
½ inch (12.5mm)	100		
3/8 inch (9.5 mm)	95 - 100		
No. 4 (4.75 mm)	20 - 90		
No. 8 (2.36 mm)	10 - 60		
No. 30 (0.60 mm)	0 - 15		

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

Adjustment Points Sieve Size					
	½in.	3/8in.	No.4	No.8	No.30
	12.5mm	9.5mm	4.75mm	2.36mm	0.60mm
For each 1.0% up to 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	2.0

	-				
For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

Where Buyers determine that a sample does not meet specifications in chemical composition, moisture, and/or gradation, the following shall be the method of determining the final price per ton:

- d) First, tons eligible for payment shall be calculated as noted above in Section 2 Moisture.
- e) Second, a deduction, as specified above, will be made for gradation failure.
- f) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

C. Testing Data

Contractor shall submit testing data indicating that the liquid treatment product meets the following (Note: This applies to the liquid treatment <u>only</u> and not the final sodium chloride product):

Environmental

The product offered must comply with established limits set by federal, state and local laws and regulations with regard to the following components. In addition, the product must comply with any other environmental laws or regulations when used in the recommended application and at the manufacturer's recommended application rate. Contractor shall include the test methods and testing results for each of these components:

Phosphorus	yes	no	% mass	% volume
Cyanide	yes	no	% mass	% volume
Arsenic	yes	no	% mass	% volume
Copper	yes	no	% mass	% volume
Lead	yes	no	% mass	% volume
Mercury	yes	no	% mass	% volume
Chromium	yes	no	% mass	% volume
Cadmium	yes	no	% mass	% volume
Barium	yes	no	% mass	% volume
Selenium	yes	no	% mass	% volume
Zinc	yes	no	% mass	% volume

III. INSPECTION

All Sodium Chloride delivered will be visually inspected by Buyer at the time of delivery and samples may be tested for gradation, purity, and moisture content in accordance with Indiana Testing Method (ITM) 810. All materials being used are subject to inspection, test, or rejection at any time.

IV. <u>REJECTION</u>

Any material delivered which contains lumps, foreign matter, free water, or otherwise fails to conform to the requirements contained herein, shall be rejected. In the event the material has been dumped prior to rejection it shall be immediately reloaded or removed by the Contractor within forty-eight (48) hours of notification of rejection. Buyers shall not be responsible for either the cost of rejected material or the cost to dispose of rejected material not picked up by Contractor within forty-eight (48) hours of the rejection. Buyers reserve the right to offset those costs against any future payments to Contractor at a rate of \$10.00 per ton for each day the salt remains at the delivery site.

V. DELIVERY

All deliveries must be coordinated with the Ordering/Local Governmental Entity prior to delivery. <u>No payments</u> will be made for any load for which a delivery ticket, signed by a Buyer representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for accuracy of the delivery ticket weights. Buyers reserve the right to require any truck to go to the nearest available certified scales to verify load weights on the truck at no cost to the Buyer.

Vendor shall make deliveries in trucks with solid or waterproof tarps to various stockpile locations, as defined in Bid List.xls, for which it has received an Award of Contract. Delivery shall be completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, \$200.00 will be deducted from any money due the vendor, not as a penalty, but as liquidated damages Orders shall be placed by telephone during regular working hours to the office specified by the vendor. The vendor should provide a single telephone number for all orders made for each purchase order. The vendor shall provide order confirmation via e-mail or fax, so that each Entity can provide verification for each telephone order.

The Vendor will be responsible for any damage to the salt delivery areas/buildings resulting from improper piling of salt. Further, the Vendor may be required to move any material improperly stacked.

VI. BASIS OF PAYMENT

Payment for all Sodium Chloride shall be for the negotiated Contract per-ton-price (either untreated or treated), furnished and delivered to the various locations as designated. There shall be no other charges.

Delivered price is the price per ton of salt delivered to the specified local entities. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range of 120%. Any additional tons needed beyond the maximum commitment range (120%) will be by mutual agreement of the parties, including the price thereof.

Local Governmental Entities commit to purchase at least 80% of the total tonnage; quantity listed in Bid List.xls is 100%. Local Governmental Entities are individually-operated entities responsible for their individual quantities committed as listed in Bid List.xls. Respondents cannot bid on specific locals within an INDOT district; if respondent is awarded Local Governmental Entities' business for an INDOT district, the awarded vendor will hold supply up to 120% for each Local Governmental Entity listed in the INDOT district awarded.

VII. INVOICING

Request for payment on deliveries shall be made monthly for all materials furnished to the Buyer/Local Governmental Entity and all details surrounding the billing and payment shall be between the Local Governmental Entity and the Contractor.

In accordance with Section II – SPECIFICATIONS and Section V – DELIVERY, the Local Governmental Entities will notify the vendor(s) in writing no more than twice a month when liquidated damages for late deliveries or deductions for non-compliance with specifications are being assessed. The vendor(s) shall submit a credit memorandum to the Local Governmental Entity for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from the Local Governmental Entity.

Payment will be made following necessary testing and evaluation as described in the contract terms. The Entity shall complete necessary testing and evaluation within ten (10) calendar days after receipt; if the Entity fails to test and evaluate within this timeframe, payment shall at such time be authorized.

VIII. DEFINITIONS AND TERMS

For the purposes of this contract, calendar day and work day shall be defined as:

Calendar Day – Every day shown on the calendar. Work Day – A calendar day, exclusive of Saturdays, Sundays and State recognized legal holidays.

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2016

(With Supplemental Specifications in affect at time of letting) http://www.in.gov/dot/div/contracts/standards/book/index.html

SECTION 913 - MISCELLANEOUS

(913.03 Sodium Chloride. Sodium chloride shall be in accordance with AASTHO M 143). Rock salt shall be used for de-icing purposes. Either rock salt or evaporated salt may be used for stabilization.

IX. FAILURE TO MEET OBLIGATIONS

If the vendor is unable to meet its agreement obligations as set out in this invitation, the local governmental entity at its option, may purchase material from any other available source on the open market, may cancel the agreement or applicable portions thereof, and/or may award the portions so cancelled to another supplier. In the event the State is required to purchase the materials from another source as a result of the contracted vendor not being able to meet their commitment, any additional expenses in excess of the agreement price will be deducted from any money due the contracted vendor.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

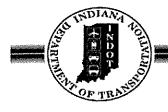
IMPORTANT NOTE: IF YOUR COMPANY IS COMMITTING TO UTILIZE MWBE SUBCONTRACTORS FOR THE REQUESTED SERVICES, THIS FORM **MUST** BE COMPLETED IN ITS **ENTIRETY** WITH COMPLETED LETTERS OF COMMITMENT. COMMITMENTS WILL BE APPLIED TO ALL SALT TYPES, INDOT DISTRICTS, AND ENTITY CATEGORIES INCLUDED IN YOUR BID UNLESS OTHERWISE STATED IN THE BID RESPONSE. BIDDERS **MUST** ATTACH ADDITIONAL, SEPARATE MWBE FORMS (AND COMMITMENT LETTERS) IF COMMITMENTS VARY BY DISTRICT, ENTITY TYPE, AND/OR SALT TYPE.

BID: ASA-19-086, Road Salt

DUE DATE: May 1, 2019 by 3:00PM EST

TOTAL BID AMOUNT:

MBE Firm WBE Firm	
Company Name: Jack Gray Transport, Inc/Jack Gray Transportation Services	Contact Person:
Address	E-mail:
4610 E IST AVE	E-mail: dgarza c jackgray.com
Gary, IN 46403	Telephone Number: Fax Number: (260) 426 - 1827 (219) 938 - 6864
Sub-Contract Amount: # 1,600,000	Describe service/product to be provided:
Sub-Contract Percentage of Total Bid:	Truding services
Provide approximate dates when Sub-Contractor will perform on thi Jun 2019 - April 2020	is project:
MBE Firm A WBE Firm	
Company Name: Five Star Hauling, Inc	Contact Person: Graciela Martinez
Address: 14210 S. Kenton Ave	E-mail: grace @ fivestar hauling.com
Crestwood, JL 60418	Telephone Number: Fax Number: (713) 671-3136 () N/A
Sub-Contract Amount: \$ 550,000	Describe service/product to be provided:
Sub-Contract Percentage of Total Bid:	Trucking soraces
Provide approximate dates when Sub-Contractor will perform on this	s project:
July 2019- April 2020	
COMPASS MINERALS AMERICA IN	913-344-9170
Respondent Firm 9900 WEST 10944 St Suite 100	Telephone Number
Address NERLAND PARK KS 66210	Fax Number Reynoids Lc conpassminerals.con Email Adress Authorizing Signature
City/State/Zip Code CONNIE REYNOLDS	Email Adress Consell-
Representative 4/26/19	Authorizing Signature Lonnie Reynolds Sr. Mar Legistic
Date	FUILED INAME AND TITLE
Please check if a Page	additional forms are attached.



INDIANA DEPARTMENT OF TRANSPORTATION Driving Indiana's Economic Growth

100 North Senate Avenue Room N750 Indianapolis, Indiana 46204

PHONE: (317) 233-4664 FAX: (317) 233-0891 Eric Holcomb, Governor Joe McGuinness, Commissioner

02/05/2018

Five Star Hauling Inc 14210 S Kenton Crestwood, IL 60418

Dear Graciela Martinez, President:

Subject: DBE/ACDBE Certification Letter

The Indiana Department of Transportation (INDOT) thanks you for submitting an application for certification as a Disadvantaged Business Enterprise (DBE).

We are pleased to inform you, based upon our review of the information submitted, your company is hereby certified to bid and participate as a DBE firm on State of Indiana federally-funded transportation-related contracts.

Your company is certified as a DBE only in the areas listed on the attachment to this letter. This sheet also shows the NAICS Codes we have assigned to the areas of work in which you are certified.

Please review the list of DBE Codes that can be accessed via link on the INDOT DBE website: <u>http://www.in.gov/indot/2674.htm</u> to ensure that the proper code has been assigned for the type of work that you have been certified to perform. Please note that the DBE Codes are very general and are used only to assist our customers in searching the INDOT DBE Directory for certified firms to meet the contract goal. INDOT will assign the NAICS Code appropriate for your firm. If you disagree with our NAICS Code assignment, you may contact us to request reconsideration.

If your business should develop the resources and expertise, including equipment and personnel, to work in other fields and you wish to be certified in those areas, you must request an additional certification determination from this office prior to performing those functions for DBE credit. Such a request may require you to provide additional documentation and receive an additional site visit. Conversely, if your business no longer has the ability to perform certain types of work or loses its pre-qualification status in certain areas, INDOT must be notified of those changes within (7) business days of the change.

To maintain your DBE status, you must notify INDOT immediately of any change in location or contact information, including an updated email address. You must also inform INDOT in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements or any material change to the information provided in your application. The information above must be received by INDOT within seven business days of the change. Failure to do so may result in revocation of your firm's certification.

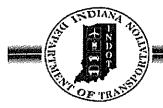
This certification status with INDOT remains effective provided there are no changes in your firm pertinent to your certification eligibility. You will be asked to submit an annual affidavit certifying that there have been no such changes.

INDOT reserves the right to rescind this certification if any of the following are found to be true: 1) the above requirements are not met; 2) the information upon which the certification is based proves to be false, inaccurate or misleading; 3) other just cause is determined through established investigative procedures.

This certification is separate from INDOT's determination of contractor qualification pursuant to its Prequalification Program Indiana Code 8-23-2-6, 105 IAC11-1-1 et seq., and does not guarantee INDOT prequalification status. Also, this certification is not necessarily accepted by other states and does not validate the capability or capacity of your firm to perform in the area(s) for which you have been certified.

Please address questions regarding this certification to the Indiana Department of Transportation, Economic Opportunity Division, at decertification@indot.in.gov





INDIANA DEPARTMENT OF TRANSPORTATION *Driving Indiana's Economic Growth*

100 North Senate Avenue Room N750 Indianapolis, Indiana 46204 PHONE: (317) 233-4664 FAX: (317) 233-0891

Eric Holcomb, Governor Joe McGuinness, Commissioner

Sincerely,

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Derrick Casson Certification Manager, Economic Opportunity Division Indiana Department of Transportation cc: file



COMPASS MINERALS AMERICA INC.



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STATE OF INDIANA

DEPARTMENT OF ADMINISTRATION Division of Supplier Diversity

Eric J. Holcomb, Governor

Indiana Government Center South 402 West Washington Street, Room W469 Indianapolis, IN 46204 (317) 232 - 3061

March 16, 2018

Graciela Martinez Five Star Hauling, Inc. 14210 S Kenton Ave Crestwood, IL 60418

Subject: Application for M/WBE Certification

Dear Ms. Martinez,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that **Five Star Hauling, Inc.** is hereby certified as a Minority and Women's Business Enterprise (M/WBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority or Women's Business Enterprise (M/WBE) participation:

UN	SFSC CODE(3)
Code	Description
78101801	Local area trucking services

UNSPSC CODE(S)

This certification is valid through March 31, 2021.

Although your certification is valid for a three-year period, you are required to submit an annual Affidavit of Continued Eligibility (ACE) form, located at <u>www.in.gov/idoa/mwbe/files/ACE_Form.pdf</u>. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide the ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership or control.

We encourage you to visit IDOA's procurement website, <u>http://www.in.gov/idoa/2464.htm</u>, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit <u>http://www.in.gov/idoa/mwbe/2743.htm</u> to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

Reference: Five Star Hauling, Inc.

We ask that you please contact Amy Wolf, Deputy Director of Certification, at (317) 232-3061 or <u>awolf@idoa.in.gov</u> if you have any questions or concerns about your letter.

Sincerely,

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Amy L. Wolf, Deputy Director of Certification Indiana Department of Administration Division of Supplier Diversity

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NAICS/DBE Codes Assigned:

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DBE Code	DBE Description	NAICS Code	NAICS Description	DBE Speciality Code Description
0054.10H	General Freight Trucking, Local	484110	General Freight Trucking, Local	Stone, Gravel, Asphalt, Road salt, Dirt, Broken Concrete

FIVE STAR HAULING INC 4737 W 138th St, Crestwood, IL 60418 Tel (773) 671-3136 Fax (708) 658-1549 grace@fivestarhauling.com



Tuesday, April 23, 2019

Lonnie Reynolds Senior Logistics Manager Compass Minerals 9900 W 109th St Overland Park, KS 66210

RE: State of Indiana - Road Salt Bid - ASA-19-06

Dear Lonnie,

I am writing to confirm that if asked we are willing to assist in the hauling of salt from your Chicago, Illinois facility into the State of Indiana. We have been approved as WBE/MBE and DBE business by the Indiana Department of Supplier Diversity and Indiana Department of Transportation. MBE/WBE letter is effective as of March 16, 2018 through present and DBE letter is effective as of February 5, 2018 through present.

Please feel free to contact me at 773-671-3136; if should you have any further questions or concerns.

Sincerely

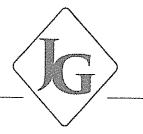
Graciela Martinez, President

JACK GRAY TRANSPORTATION SERVICES, INC. 4600 East 15th Street

Gary, IN 46403

PH: (219) 938-7020

Toll Free: (800) 426-1827



April 24, 2019

Lonnie Reynolds Senior Logistics Manager Compass Minerals 9900 West 109th Street Overland Park, KS 66210

RE: State of Indiana Road Salt Bid 2019/2020

Dear Lonnie,

I am writing to confirm that if asked we are willing to assist in the hauling of salt from your Toledo, Ohio & Chicago Illinois facilities into the State of Indiana. We have been approved as a Woman and Minority Owned business by Indiana Department of Supplier Diversity effective June, 2016 through the present.

If you are in need of any further verification, please for not hesitate to contact me.

Best Regards,

Danette Sar

Danette Garza, J.D., C.P.A. Chief Executive Officer



STATE OF INDIANA

DEPARTMENT OF ADMINISTRATION Division of Supplier Diversity

Michael R. Pence, Governor

Indiana Government Center South 402 West Washington Street, Room W478 Indianapolis, IN 46204 (317) 232 - 3061

6/17/2016

Ms. Danette Garza Jack Gray Transportation Services, Inc. 4610 E. 15th Ave. Gary, IN 46403

Subject: Application for M/WBE Certification

Dear Ms. Danette Garza,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that Jack Gray Transportation Services, Inc. is hereby certified as a Minority and Women's Business Enterprise (M/WBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority or Women's Business Enterprise (M/WBE). participation:

UNSPSC CODE(S)

Code	Description
78101801	Local area trucking services
78101802	Regional or national trucking services
78101808	Road transport of dry bulk
81141601	Logistics
	<u> </u>

This certification is valid through 6/30/2019.

Although your certification is valid for a three-year period, you are required to submit an annual **Affidavit of Continued Eligibility (ACE)** form, located at http://www.in.gov/idoa/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide the ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership or control.

We encourage you to visit IDOA's procurement website, http://www.in.gov/idoa/2463.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit http://www.in.gov/idoa/minority/Certifications.xls to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

Reference: Jack Gray Transportation Services, Inc.

We ask that you please contact our office at (317) 232-3061 if you have any questions or concerns about your letter.

Sincerely, anul

Terrie F. Daniel, Deputy Commissioner Indiana Department of Administration Division of Supplier Diversity TFD/JW

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April 17, 2019

Re: State of Indiana MBE/WBE/MWBED/IVBE carrier list 2019-2020 season

Carriers for the State of Indiana Salt Bid:

We are currently working on the Salt bid for the State of Indiana, which promotes greater participation by minority owned (MBE), woman owned (WBE and MWBED), and Veterans' (IVBE) businesses in its procurement and contracting opportunities. The state has a goal of 4% Minority participation, 9% Women participation, and Veterans participation. I have attached a list of state certified diversity businesses and ask that you contact them and use them when possible during the season so we can contribute to these efforts and help reach these goals.

Please submit a listing of the attached businesses that you may be able to use, **along with a letter from the certified business on their letterhead stating and serving as acknowledgement of the subcontract and listing a description of services to be provided.** If you know of any other diversity businesses that are not currently certified with the state please encourage them to do so.

Sincerely,

Irisha Botte

Trisha Butler Logistics Manager Compass Minerals (913) 344-9322



River Bend Transport Company 200 THREE RIVERS PARKWAY NORTH BEND, OHIO 45052 513-941-1200

April 24, 2019

Compass Minerals Trisha Butler Highway Logistics Manager

Re: INDOT MBW/WBE/IVBE

Good afternoon Trish,

We at River Bend just checked in with Bryan Gramlin and he no longer has his IVBE status and St. John Trucking in North Vernon, Indiana has been purchased and Jerry and Janet St. John have retired. The new owners will also have WBE status, but they will not have their paperwork/certification for 30 to 45 days. The business was purchased by Cindy and Gale Lawyer and they are keeping the St. John Trucking name and they purchased all of the assets. We can forward their certification as soon as they send it to River Bend.

We also checked the list of certified contractors and of the few that were in the Jeffersonville, Indiana area, none were interested in hauling salt at this time.

Thank you,

Diane Goldsmith Bulk Freight Division 513-941-1200

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KID GLOVE SERVICES LLC Krags Trucking & Eczavalion, Inc Krags Trucking & Eczavalion, Inc Krags Trucking & Eczavalion, Inc Krags Trucking & Eczavalion, Inc KT Trucking, ILC & La Bark Matoriak, LLC & La Park Construction Company, Inc. Lang Nopekisy TrA-A, Inc. Lunar Kopetisy TrA-A, Inc. Lunar Ropekisy TrA-A, Inc. Lunar Ropekis, LLC Matori Edge Modem Edge M	Price Construction Group LLC Professional Grade Services LLC Quality Services, Inc. RAYLEN INC

REDDEN TRUCKING INC	REDDEN TRUCKING INC 78101801	l nest area truckino services. Kaliv		THE ED DO		2	1001	190	010000010	3121200000 1000001			0 E 0 T
Relocation Strategies, Inc.	81141601	-	sa St. John	6284 Rucker Road, Suite B	Indianapolis	- V	46220 WB	CAU	7117/2017	7/31/2020 0000021237	mstjohn@relostrategies.com	317/202-0000	CERT
Ritschard Bros., Inc.	72141500	Land preparation services		1204 West Sample Street	South Bend	N 46	-	cau	4/11/2018	4/30/2021 0000023294	rit1204@datacruz.com	574/288-4777	CERT
Rivers Resources, LLC	72102902	ping services	_	9150 Harrison Park Court.	Ste C Indianapolis	22 : 22 :	46216 MBE		10/11/2018	10/31/2021 000015171	brooke endres@riversresources.net	317/572-5028	CERT
Rowe Transport Inc.	78141500	Logrands Transport arrangements Christine	the Anderson	6207 S. Harding Street	Indianapois	2 2 2 2 4	16217 WBE		51332016	5/31/2019 00:0018982	rowetrans@sbcglobal.net	317/787-9437	CERT
Rowe Transport, Inc.	81141606	Transport planning Christine			Indianapolis	: ×	-		5/13/2016	5/31/2019 D0000 18982	rowertans@shedobal.net	317/787-9437	CERT
Russells Lawncare, LLC	Rusself's Lawncare, LLC 70111706	Lawn care services Ruth			Martinsville	N 46			4/21/2016	4/30/2019 0000031520	grussell165@gmail.com	765/342-6726	CERT
S & S Keller Construction, Inc	S & S Keller Construction, 172152710	Foundation and Footing Construction Son Patricia		4239 N Meridian Road	Huntington	N 46			8/10/2018	8/31/2021 0000024486	间@sskeller.com	260/200-1121	CERT
o a o neiler consuration, inc o A M M Trucking and Exemption	S & S Keller Construction, 17210/2902 S A M M Tranking and Exc 7940/501			4239 N Mendian Road	Huntington	24	45750 WBE	CAU	8/10/2018	8/31/2021 0000024486	jill@askeller.com	260/200-1121	CERT
S.C. Case Excavating LLC	S.C. Case Excavaling LLC 72141505	Local area licensig services or ouprion Earthmoving service		DI SOURCESE KO	มอิเกณสม	2 4	4/0.5U MBE		11/2/2017	4/30/2021 0000035524 11/30/2020 0000035524	sammuuckung@yanoo.com Skylen@iocase.com	812/459-4602 765/730-5450	CERI
SAN Corporation	SAN Corporation 78101801	Local area trucking services		-	Crown Point	IN 46			5/30/2018	5/31/2021 0000034649	san_sancorp@yahoo.com	219/299-6830	CERT
Sewer Cam, Inc.	72141102	Land grading service Tiphany	ny Leppert	- 1	Noblesville	•			8/10/2017	8/31/2020 0000017479	forenaharvey@alt.net	317/773-4973	CERT
orevner outsourcout e citymersing, inc. anewner oonsunction 6 cf / 2157.00 Sheily's Earth Materials	 Shawnee Construction & Cr / 2 152/500 30111800 	Concrete instanation and repair services Mature Acorpotales			Fort Wayne Pitsinfield	N 46	16168 WBC	CAL	10/4/2016 2/5/2018	10/24/2019 0000027937	Matt@ShawneeConstruction.com shellw@shallssearthmaforiate.com	260/489-1234 317/760.8542	CERT
Sheliys Earth Materials	11111500			PO Box 401	Plainfield	N 46	46168 WBE		2/5/2018	2/28/2021 0000036907		317/750-8542	CERT
Shelly's Earth Materials	11111502			-	Plainfield	N 46	-		2/5/2018	2/28/2021 0000036907		317/750-8542	CERT
Shoshone Trucking, LLC		Local area Irucking services		m	Peru	N 45	-		4/10/2018	4/30/2021 0000026515	tpendlelon@shoshonetrucking.com	765/689-8900	CERT
Smilly's CRD Concrete Services, Inc.		Concrete Installation and Repair Services		7820 Hossen Cassel Rd.	Fort Wayne	N :			9/7/2017	9/30/2020 0000028041	smitty7820@frontier.net	260/602-4884	CERT
orrout Landscaping, LLC Smoot I andscaring 11 C	Smoot Landscaping, LLC / 2102502 Smoot Fandscaping 11.C 72102603	Landscaping services Cheisea Serverminunt services	tea Smoot	3333 N Commerce Dr 3333 N Commerce Dr	Muncie Muncie	N N 14 C	47303 WBE		12/22/2017	12/31/2020 000036096	chelsea@smootlandscaping.net	765/216-1087 755/16-1087	CERT
Sneed Construction Inc., dba P & S Const	Sneed Construction Inc., dt	Asphalt Chevics Chevics		4875 Alevander Street	Fact Chicago	2 4 4 4			102/22/21	06000000000000000000000000000000000000	creates agramouand scaping net Secondome in whee Remail com	1001-012/001	CENT
Sneed Construction Inc., dba P & S Const		Snow removal services			East Chicago	: N			12/7/2018	12/31/2021 0000048588		219/712-8715	CERT
Solid Finish Construction, Inc.	72152710	istruction Sen			Galveston	N 46			4/30/2018	4/30/2021 0000046652	•/	574/699-7249	CERT
Solid Finish Construction, Inc.	78101801	Local area trucking services Janella	ta Prilaman	4666 East 1175 South	Galvestan	IN 46	-		4/30/2018	4/30/2021 0000046652		574/699-7249	CERT
Soleria Hauling & Excavating LLC	Soteria Hauling & Excavalir 78101801	Local area trucking services			Bedford	N :			9/30/2016	9/30/2019 0000039429		812/583-2582	CERT
Special Dispatch of Indiana, Inc. Snacial Disnatch Inc.	78101800	Koad cargo transport		PU Box 1/1	Indianapolis	2 4 7 4			11/3/2017	11/30/2020 0000002063		317-787-0608	CERT
opeous uspator, no. St. John Trucking Inc.	1010120	Nowa cargo uansport Linda Duma terreto		Jobd Developers Road	Indianapolis Made Voman		45ZZ/ WBE		11/3/2017	11/30/2020 0000001500	andamay@sdindy.com	317-787-0608	CERT
St. John Trucking, Inc.	28101801	ickino services	St John	3625 W US HWY 50	North Vertion	N 1			11/20/2018	1651000000 120200211	stjorarinucking@ironuer.com stjohnta.okine@fmatiar.com	012/340-4024 817/746_4824	CEXI CEDT
Starfish Office Solutions, Inc.	Starfish Office Solutions, In 81141601			8516 Thom Bend Drive	Indianapolis	- 99 - N			9/12/2018	9/30/2021 0000028588		317/873-2766	CERT
Stames Trucking, Inc.	78101801	Local area trucking services Bren		1539 S 100W	Princeton	N 47			6/26/2017	6/30/2020 0000019326		812/385-5628	CERT
Step it Up Logistics, Inc.	78101800	-		4051 Weston Pointe Dr.	Indianapolis	IN 46			9/18/2017	9/30/2020 0000033310		317/672-2942	CERT
Step It Up Logistics, the.	78140000	Transport operations	_	4051 Weston Pointe Dr.	Indianapolis	N 46			9/18/2017	9/30/2020 0000033910		317/672-2942	CERT
Slep It Up Logistics, Inc.		Transportation and Storage and Mail Serv		4 (Indianapolis	N 46			9/18/2017	9/30/2020 0000033910	stepitup.logistics@yahoo.com	317/672-2942	CERT
Suppo Suppry & Construction, inc.	Sofier Transaction MC 79101901	Highway and road construction services		1 67	Lansing				6/26/2018	6/30/2021 0000014074	steppoconstr@aof.com	708/889-0940	
Sweathren Environmental Services. LLC Specialty Earth Sciences. L 81150000	Specialty Earth Sciences, L 81150000	Local area outcomy services to use ante Earth science services i indano	Swearpoon Averationen	7.311 Independence SL PD Box 1051	Nertawae New Alhanu	8 7 7 7	45410 WBE 47161 WBE		8102222	2/28/20/22 00004/81/	georgagisusiwahu.com huwaatn@eaecionces rom	219/14-4100	
T.M.T., Incorporated	72102902				Westfield	N 46	· .		21021216	9/30/2020 0000004487		317/867-3691	
Team Stretch Trucking	78101801	rvices		PO Box 18016	Indianapolis	N 46			3/16/2018	3/31/2021 0000044608	_	317/737-2630	
Team Stretch Trucking	78101801	Local area trucking services	-	PO Box 18016	Indianapolis	M 46			3/16/2018	3/31/2021 000044608	_	317/737-2630	P
Team Stretch Trucking	78101800	Road cargo transport	-	PO Box 18016	Indianapolia	IN 46			3/16/2018	3/31/2021 0000044608	teamstretchtrucking@yahoo.com	317/737-2630	
Televice Extension Manual 11	/8101800	Road cargo transport	-	PO Box 18016	Indianapolis	8 2 8 2			3/16/2018	3/31/2021 0000044608	teamstratchtrucking@yahoo.com	317/737-2630	
Televicos cinerprese venericos, c.c. The Great American I andreanne Inc	Teamort Chiefpilse Verland 22102902	Logistica Landscarting services Datistia	i cnen Va Romora	P O Box 235	Dver	8 9 9 9	46432 MBC		6102/14/2016	VRONENNON FLOZUEZZ	etaine. (olen (gitelamon, com Thoma atamaricanian den ma Simma non	31//818-0/14	CERI CERI
The Green Gang	72102902			6530 N. Michigan Road	Indianapolis	- 9 1			8/25/2016	8/31/2019 0000019335		317/257-3001	
The Hoosier Company	72152700	Concrete Installation and Repair Services Chery			Indianopolis	N 46			3/29/2018	3/31/2021 0000001173	• •	317-872-8125	
The Land Logistics LLC				ery 3231 N. Arington Avenue	Indianapolis	IN 46	·		6/24/2015	6/30/2019 0000040955		317/712-0722	
The Land Logistics LLC	The Land Logistics LLC 81141601				Indianapolis	IN 46			6/24/2016	6/30/2019 0000040955		317/712-0722	
Thomas Sutton Lawncare LLC	Thcare {	65		0.0	Noblesville	8 8			12/16/2016	12/31/2019 000040355	TomslavencarelN@gmail.com	317/987-5103	
Triompson discretion Company, Inc. Tiger Concrete Construction. Inc.	wuruar Pipe Supply 11110000	Cartra and stone John Concrete Installation and Repair Services Tree	Inompson Miller	n 2225 North College Avenue 1350 West Thomson Brad	Indianapolis	N 40	46205 MBE 46217 WBE	A-A Call	2102/G/E	3/31/2021 000004689	johal@thomdist.com Homoorrate@themconcete.net	317-923-2581	
Tiger Concrete Construction, Inc.	72153507	Construction site hauf away service		1350 West Thompson Road	Indianapois	- 49 - 49 - 49			12/5/2017	12/31/2020 0000014694	igenomerate@ugenomerate.net	317/244-1962	S.S
Tiger Concrete Construction, Inc.	78101801	Local area trucking services		1350 West Thompson Road	-	N 46	-		12/5/2017	12/31/2020 0000014694		317/244-1962	
TJ Materials LLC	TJ Materials LLC 78101801		-	635 S. 600 W.		N 46	46341 WBE		6/17/2016	7/31/2019 0000037681	_	219/712-9579	
T3 Materials LLC			-		Нергоп	N 46			6/17/2016	6/30/2019 0000037681	-	219/712-9579	
Too Match Book Ploot & Store Comment	iomcal inteking LLC /8101801	Local area fructing services		~ *	Indianapolis	5 : 9 :			9/9/2016	9/30/2019 0000040535	stvrchrdsn46@aol.com	317/383-6220	
Top Notch Brick, Block & Stone Company Top Notch Brick, Block & Stone Company		Cartes Conte Tomer Store	er zomervue ar Somendie	C ZU49 N. Hasioe Avenue	Indianapots Indianapolis	2 ¥ 4	46218 MBE 46348 MBE	Are .	7102/16/8	5/31/2U2U UUUU0445/25	tophotchbosgaad.com	6269-592//15	
Top Notch Brick, Block & Stone Company		Stone masonry service		4 64	Indianapolis	- N - 4			8/31/2017	B/31/2020 0000044925	topnotchbbs@aol.com	317/283-6629	
Tovar Snow Professionals, Inc.	Tovar Snow Professionals,	Snow removal services	,	-	Dundee	۲ 60			6/19/2018	6/30/2021 0000027609	pbuck@lovarssnow.com	847/695-0030	CERT &
Tri-County Steel INC	TCS, INC. 81141601	Logistics	-	3100 16th Street	Bedford	N 47	-		6/19/2017	6/30/2020 000009844	brittanymoolain@tri-countysteel.com	812/578-3020	
Trinity Group Unlimited, LLC	Trinity Group UnEmited, LL(72102902	Landscoping services	-	2108 Joy Lane	East Chicago	N 46	46312 MBE		11/29/2018	11/30/2021 0000030804	terranceartis@yahoo.com	219/588-1571	
Uptront fucking and Hauling, LLC Defront Trucking and Marilane 11.0	Uptront Inteking and Hauit /6101601 Income Terreling and Upper / 2010601	Local area trucking services Mon	Monigque Barnett	212 S. Temple ave	indianapolis	8 4 8 4	46201 MBE	AFA	1/25/2019	1/31/2022 0000046134	mdburnett612@holmaii.com	317/418-5560	
US HYDROVAC INC.	US HYDROVAC INC. 72141505	Earthmoving service		125 W. SOUTH STREET #1751 IN	751 INDIANAPOLIS	; ¥			4/10/2018	4/30/2021 0000047108	delifichtstydervae com	317/397-7706	CERT
V & R Trucking, Inc.	78101801	Local area trucking services Veda	Godette	1845 N. Elmer Street	South Bend	N 46	-		10/20/2016	10/31/2019 000002621	rfightingirish@aol.com	574-234-1268	CERT
V & R Trucking, Inc.		icking services	Ū	1845 N. Elmer Street	South Bend	N 46			10/20/2016	10/31/2019 000002621	rfighlingirish@aol.com	574-234-1268	CERT
Via Excavaling, LLC Via Excavating, LLC	Via Excavating, LLC 25101501 Ma Excavation 11 C 73141103		5 ×	5991 South State Road 39 5001 South State Bood 30	Clayton	2 2 4 4	46118 WBE		10/27/2017	10/31/2020 0000044645	samviaexcavaling@gmail.com	317/440-1170	CERT
Via Excavating LLC		ceitu gi socity sei vice Snow removal serviros		5201 South State Road 39	Clayton		110 WBC	33	10022001	CP04400000 020245640	samvlastcavatinggggnall.com camiaaveavating@emeil.com	317440-1170	CERT
Vic Power's, Inc.		Concrete Installation and Repair Services	_		Anderson	. 94 . 10	-		7/29/2016	7/31/2019 0000007103	vicpowersinc@sbcqlobal.net	765-649-4864	CERT
Victory Trucking & Supply, Inc.		Local area trucking services			Aubum	N 46	-		12/16/2016	12/31/2019 0000016181	beckif@victorytrucking.com	260/357-3911	CERT
W.R. Beach, Inc.	W.R. Beach, Inc. 78101601		_	ю,	Indianapolis	¥: ¥			5/24/2017	5/31/2020 0000021020	wrbeachinc@alt.net	317/787-1591	CERT
WILBURN CONSTRUCTION COMPANY, IWILBURN CONSTRUCTIO 72152710 William Webs Temblar Inc. 72101601	IWILBURN CONSTRUCTIO 7215271C	Foundation and Footing Construction Sen		115 William Street	South Bend	2 4 9 9	-		6/26/2017	6/30/2020 0000043939	Mwiburn@aft.net	574/315-8288 217/270 6270	CERT
Weisam Winde Frucking, Inc. Young Trucking, Inc.	78101801	Local area trucking services Wallam Local area trucking services Karen	m Whate	P.O. Box 18254 8647 East State Road 45	Indianapolio Unionvile	7 4 2 2	46218 MBE 47468 WBE	CAU	11/17/2015	4/30/2020 000008453 11/30/2019 0000007139	msedbryant@att.nel karensvouna1@aoi.com	317/370-6270 812-332-0403	CERT CERT
Bunnet - Bunnet			-	which is service (second listics)		:					the strategy is the state of the strategy is t		



April 17, 2019

Re: State of Indiana MBE/WBE/MWBED/IVBE carrier list 2019-2020 season

Carriers for the State of Indiana Salt Bid:

We are currently working on the Salt bid for the State of Indiana, which promotes greater participation by minority owned (MBE), woman owned (WBE and MWBED), and Veterans' (IVBE) businesses in its procurement and contracting opportunities. The state has a goal of 4% Minority participation, 9% Women participation, and Veterans participation. I have attached a list of state certified diversity businesses and ask that you contact them and use them when possible during the season so we can contribute to these efforts and help reach these goals.

Please submit a listing of the attached businesses that you may be able to use, **along with a letter from the certified business on their letterhead stating and serving as acknowledgement of the subcontract and listing a description of services to be provided**. If you know of any other diversity businesses that are not currently certified with the state please encourage them to do so.

Sincerely,

Jamie Gorges Compass Minerals (913) 344-9389



534 Mozart Street • P.O. Box 249 • Tell City, Indiana 47586-0249

812.547.7921 Office Fax: 812.547.6757 www.mulzer.com

4/18/2019

Jamie Gorges North American Salt RE: Minority Ownership

Jamie

Upon reviewing the list of State certified diversity businesses, it appears that none of the transportation businesses listed are operating in our service area. We make every effort to attempt to locate Minority owned haulers in our local area, but in the past we have had little success in getting them to haul for us.

Sincerely

Daniel Pitt

Daniel Pitt Transportation Manager Mulzer Crushed Stone, Inc. Materials Transport, Inc

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norate Installatio	UNSESC Description	Purst Name	Case Name	2100 East CD 250 North	Ruity Minero	State 2		-	a r	Date	temail ID	Phone Termon and
Land grading service		Deanna	Case	3100 East CR 350 North	Muncie				CAU 71	7/31/2020	dcase@3dcompanyinc.com dcase@3dcompanyinc.com	765/288-3326
Limestone		Lily	Sendek	6700 S Victor Pike	Bloomington	IN 47	47403 WI	WBE C/	•	4/30/2020	lily.sendek@3dstoneinc.com	812/824-5805
nestone Dust o	line Rock Dust	, Lily	Sendek		Bloomington				•	4/30/2020	lily.sendek@3dstoneinc.com	812/824-5805
Stone or tile flooring		Jerry 	Starks Jr.	3472 Stellhorn Road	Fort Wayne		46815 ME		•	4/30/2020	info@4lifeinvestments.com	260/440-7065
Loncrete Installi Logistics	Concrete Installation and Hepair Services	Movenck	Lane	P O BOX 40568	Endinanpolis	NI 46				9/30/2020	a-katerspool.net	317/299-9700
Locat area truckino services		Amv	Spires	201 W. Mail Silet 1221 Cobb Lane	Sorinoville					3131/2022	arex erraksnipping.com a texcavation@vaboo.com	200/448-3034 812/508-1120
Asphalt		Michele	Farney	10200 Ditney Hill Road	Elberfeld		-			4/30/2021	shelldoog0@vahoo.com	812/983-4080
cal area truc		Kimi	Coughlin	270 Gable Drive	Avon		-			10/31/2020	ajskiminc@aol.com	317-271-4971
worete Instal	and Repair Services	Adrian	Thomas		Bloomington				•	10/31/2019	amcconstructionat@gmail.com	812/219-2586
Landscaping services		Adrian 	Thomas		Bloomington					10/31/2019	amcconstructionat@gmail.com	812/219-2586
I ransport arrangements		Elaine	Paulan		Gary				_	3/31/2022	elainepaulan@americantransportinc.com	219/939-2177
oncrete instal	tepair services	Miguei	Covariblas		наттоло					1/30/2021	Annonesthand @ outlook.com	219/201-7210
Land preparation services	In services	gui .			west Latayette				_	11/30/2020	tinad @ allasexcavaling.com	765/429-4800
undation and	ng Construction Servic	Joe	Escamilla		Indianapolis					6/30/2020	aztecw/rinc@att.net	317/445-2421
Land grading service		Joe	Escamilla		Indianapolis					6/30/2020	aztecv/rinc@att.net	317/445-2421
Landscaping services		Joe	Escamilla		Indianapolis					6/30/2020	aztecwfrinc@att.net	317/445-2421
Snow removal services		Becky	Eakle	6965 E Meadows Drive	Camby				CAU 5/	5/31/2020	Eakle10@gmail.com	317/714-8510
nhazardous 1	Nonhazardous waste disposal	Melinda	Cloe	688 Tower Road	Plainfield		46168 WI	WBE C/		11/30/2020	Beeemt@msn.com	317/839-9323
instruction sit	Construction site haul away service	Richard	Bibbs	Post Office Box 844	Indianapolis		46206 MBE			2/29/2020	info@bibbshauling.com	317/545-1704
Local area trucking services		Richard	Bibbs	Post Office Box 844	Indianapolis		46206 MBE			2/29/2020	info@bibbshauling.com	317/545-1704
instruction sit	Construction site haul away service	Tina	Bishop	P.O. Box 366	Columbus		47202 WI			0202/62/2	tinabishop313@shcolobal.net	812/372-7227
Local area trucking services		Tina	Bishop	P.O. Box 366	Columbus	IN 47			CAU 2/	2/29/2020	tinabishop313@sbcolobal.net	812/372-7227
Land and soil preparation		Melodie	Busch	5703 N 11S 421	Osnood					0/30/2020	mahisch@etrzone.com	812/852-5800
l andscaning services		Malocia	Buech	5703 N LIS 491	Denned					0/20/2020	mobulesh@etermo.com	012022 2000 012/062_6000
Lanacaping actrica		Maladia	Dusch	500 N 110 404	nongeo					0202/02/2	mauusune elezane.com	
wit care service		Melonie	Dusta		Doguou					nznzinej	maouschweiczone.com	0006-200/010
Aspulait Constantion :		Lacy	Close		Corydon					0202/12/1		812//38-4483
USIDUSUS	Construction site naul away service	Lacy	Losler	596 SCOWARZ HO NW	Corydon				CAU 1/	0202/16/1	Icrosier@crconstruction.info	812//38-4493
C & H Construction and Consulting LLC. Dump trucks		Lacy	Crosier	598 Schwartz Rd NW	Corydon				•	1/31/2020	lcrosier@crconstruction.info	812/738-4493
ghway and	rvices	Lacy	Crosier	598 Schwartz Rd NW	Corydon					1/31/2020	lcrosier@crconstruction.info	812/738-4493
ghway and		Lacy	Crosier	598 Schwartz Rd NW	Conydon					1/31/2020	Icrosier@crconstruction.info	812/738-4493
cal area tru	icking services	Lacy	Crosier	598 Schwartz Rd NW	Conydon	IN 47			•	1/31/2020	lcrosier@crconstruction.info	812/738-4493
one		Lacy	Crosier	598 Schwartz Rd NW	Corydon	IN 47			•	1/31/2020	lcrosier@crconstruction.info	812/738-4493
cal area tr	C. Lee Construction Services Inc Local area trucking services	Frederick	Lee	1011 S. Lake St.	Gary			MBE AF	•	12/31/2020	clee@cleecsi.com	219/888-9554
nd and so		Carol	Fulkerson	PO Box 336	Lanesville				0,	9/30/2019	cafulkersonlic@aol.com	812/952-1777
and prading service		Carol	Fulkerson	PO Box 336	l anecville					0/30/2010	cafulkarsonlic@anl.com	R19/052-1777
ndscanin	_	Carol	Fulkerson	PO Rox 336	l anesville		47136 WI			9/30/2019	cafulkersonic@aol.com	812/952-1777
nai area	ninas	Krieta		6004 Bitterswaat Lakas Bun	Eort Maxima					5/31/2021	their 100-col com	260/319-3307
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cal area tr		Carol	ward		Indianapolis				AFA 12	12/31/2019	cward @ choicetrucking.net	317/445-4431
nstruction	service	Cathy Jo	Houston		Indianapolis	IN 46				9/30/2021	cjhtrucks@yahoo.com	317/822-3477
cal area tr		Cathy Jo	Houston		Indianapolis			WBE		9/30/2021	cihtrucks@yahoo.com	317/822-3477
ncrete inst	rvices	Carolyn	Short	P.U. Box 138	Salem		47167 WI		_	7/31/2019	cis@blueriver.net	812-883-4492
nstruction		Summer	McIntyre	Post Office Box 421245	Indianapolis				HIS 8/	8/31/2019	summer@cmgtrucking.com	317/430-3106
nstruction	service	Summer	McIntyre	Post Office Box 421245	Indianapolis					8/31/2019	summer@cmgtrucking.com	
cal area tri		Summer	McIntyre	Post Office Box 421245	Indianapolis				HIS B/	8/31/2019	summer @ cmgtrucking.com	
cal area tru		Summer	McIntyre	Post Office Box 421245	Indianapolis					8/31/2019	summer@cmgtrucking.com	
cal area tru	nices	Brandon	Cole		indianapolis					9/30/2021	Brandon.cole2017@outlook.com	
Landscaping services	services	Julie	McCarly	1012 Creekside CT	Newburgh					8/31/2019	colorscaping1@gmail.com	812/568-1331
cal area tru		Belty	Finke	P.O. Box 856	Columbus		-			5/31/2019	blinke.ctran@sbcglobal.net	812-376-0532
vnorete Inst	pair Services	Jennifer	Hoop	3231 North Arlington Avenue	Indianapolis	N A	46218 WI	WBE C/	CAU 7/	7/31/2019	jhoop@concospray.com	317/428-6543
Landscaping services		Alyssa	Prazeau	12 South Main Street, Suite 100	Fortville		46040 WI		Ű	6/30/2019	aprazeau@context-design com.	317/485-6900
Asphalt		Nakia	, Lunn	6525 E. 82nd St, Castleton Park						4/30/2020	@ vahoo.	
increte Insta	Concrete Installation and Repair Services	Nakia	Lunn		_		46250 ME			4/30/2020	cornerstone constructiongroup@yahoo.cc 800/670-7753	
cal area tru		Kristin	Souder		-				CAU 4/	4/30/2021	KristinSouder3@amail.com	
andscapino services		Michel	Salenda		Avon					7/31/2021	dsalanda@dindvdesionconcents.com	
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utu artu surt adaaaaaaaaa		Amir Amir	reixes	0152 S 400 W	Larone	4 4 4 4				130/2020	IDODITECT @ WAITINIOOIS4U.COM	
Lanuscaping services		AIIIY	reikes	M 005 5 400 W	Larone						roodirect @ Warmiloors40.com	
Snow removal services		Amy	Feikes	0152 S 400 W	LaPorte	-	46350 WI		5	9/30/2020	fbodirect@warmfloors4u.com	219/362-7610 S
Landscaping services		Damian	Pondal	2551 E. Epler Ave.	Indianapolis					2/31/2021	damian.pondal@dalpon.com	317/918-7011
Lawn care services		Damian	Pondal	2551 E. Epler Ave.	Indianapolis	-		MBE HI	**	2/31/2021	damian.ponda@dalpon.com	317/918-7011
Snow removal services		Damian	Pondal	2551 E. Epler Ave.	Indianapolis		46227 ME		-	2/31/2021	damian, pondal @ dalpon.com	317/918-7011
Logistics		Denis	Manroe	1939 Miller Court	Homewood	il. 60	60430 ME			8/31/2020	denis@deliveryanddistribution.com	L 2067-867/807
Logistics		Denis	Monroe		Homewood	<u>ار</u>			AFA 8/	8/31/2020	denis@deliveryanddistribution.com	
Dumo trucks		Demond	Henry		Indiananolis	IN 1		MBF		5/31/2021	henvtrickinn@alt net	
cal area tri	Local area trucking services	Tandon	Dors		Danville					7/31/2020	ritering a development of the second s	
cal area tri		Annie	Dotteh	830 Innewood East Drive	Brownehurn					11/30/2010	annia @ diadatlich.com	
ical alea liu incrata Inst	Local area (rucking services Concrete Installation and Banair Services	Terne	Sammone	004 Division St	Scherentille	IN AF				7/31/2000	kookratee@vahoo.com	01/032-2032
		Tarne	Sammone	204 Division St	Scharanilla					7/31/2020	konkretee® yanoo.com konkretee@uehoo.com	
		Moliodo	Channel	204 UNISIUL SL ATEC Broot FOC Party	acherenville					1000000	kuliktelee 🕾 yarioo.com	
Dump trucks		Melinda	Chapman	4256 West 525 South	Trafalgar	IN 44	46181 WI			4/30/2021	dugmanic@gmail.com	
cai area tru	Locat area trucking services	Melinda	Chapman	4256 West 525 South	Trafalgar				•	4/30/2021	dugmanlıc@gmail.com	317/459-1955

COMPASS MINERALS AMERICA INC. 317/339-4303 812/533-2161 800/325-2543 812/577-5097 219/977-4000 219/977-4000 317/800-2132 317/375-0114 317/375-0114 317/243-9500 317/243-9500 812/275-0264 812/275-0264 317/926-3770 765/586-0201 219/938-7020 219/938-7020 219/938-7020 219/765-1337 219/765-1337 765/318-6997 812/332-0606 513/885-6399 513/885-6399 317/769-7283 317/769-7283 812/332-0606 317/632-7659 219/938-7020 219/938-7020 219/938-7020 219/938-7020 219/938-7020 219/938-7020 765/318-6997 317/875-7345 317/284-1117 65/490-4199 377/669-1477 812/249-3265 317/807-3227 317/807-3227 219/977-4000 388/358-4586 317/997-4159 574/233-3236 73/671-3136 73/671-3136 219/843-8382 260/747-7461 260/747-7461 260/747-7461 317/787-4285 317/634-4110 317/375-0114 317/375-0114 73/317-0101 73/317-0101 219/996-2461 317/769-7283 366/504-962C 317/513-0280 317/513-0280 812/989-0876 219/662-9911 812/275-0264 765/662-6576 765/662-6576 812/673-4358 219/938-7020 DGARZA@JACKGRAYSERVICES.COM 219/765-1337 DGARZA@JACKGRAYSERVICES.COM 219/765-1337 812/456-6935 219/662-991-DGARZA@JACKGRAYSERVICES.COM DGARZA@JACKGRAYSERVICES.COM amexcavatingservices@gmail.com amexcavatingservices@gmail.com admin@falcon-manufacturing.com marcos@fandwtransportation.net ellingtontrucking@sbcgtobal.net ellingtontrucking@sbcgtobal.net DGAHZA@JACKGRAY.COM DGARZA@JACKGRAY.COM DGARZA@JACKGRAY.COM JGAHZA@JACKGRAY.COM JGARZA@JACKGRAY.COM DGARZA@JACKGRAY.COM DGARZA@JACKGRAY.COM DGARZA@JACKGRAY.COM DGARZA@JACKGRAY.CON DGARZA@JACKGRAY.COM igtreetawncare@yahoo.com figtreetawncare@yahoo.com bethany@jbsalvageinc.com bethany@jbsalvageinc.com williamstrucks@gmai).com DaNae@dwdcompany.com grace@fivestarhauling.com grace@fivestarhauling.com dixondaphne@outlook.com dixondaphne@outlook.com orn. lord @ helplogistics.com dameli.w@elevatedig.com office @ greenesrolloff.com howard.amos@icfoud.com erdnan@embarqmail.com dday@foxcontractors.com dday@foxcontractors.com dday@foxcontractors.com patrickboys@netnitco.net avienlangley@gmail.com HHConstJanet@aof.com HHConstJanet@aof.com HHConstJanet@aol.com btexpress57@gmail.com HHConstJanet@aol.com anniedwilliams@aol.com clayton@ejconcrete.com sherrylengel@gmail.com btexpress57@gmail.com btexpress57@gmail.com erin@green3studio.com anniedwilliams@aol.com kat.pearsons@live.com anioservices@aol.com donna@hubingers.com donna@hubingers.com Ishaw@ecrodgers.com aurayurs@gmail.com ohili2330@gmail.com bhill2330@gmail.com admin@gokoinc.com carla@hascoinc.com carla@hascoinc.com carla@hascoinc.com kbh@indystone.com cbh@indystone.com cbh@indvstone.com aykim@jcosinc.com sbwinc@gmail.com enni@inrecex.com gb913@gmail.com mts221@att.net hydro@alt.net nydro@att.net 10/31/2020 4/30/2020 1/30/2019 10/31/2021 2/31/2020 10/31/2021 6/30/2019 1/30/2020 2/31/2020 1/30/2020 2/31/2020 7/31/2021 7/31/2019 5/31/2020 5/31/2020 2/31/2020 1/30/2020 4/30/2022 5/31/2021 7/31/2020 0/31/202 1/30/2019 //30/2019 1/31/2020 /31/2021 9/30/2021 1/30/2021 8/31/2019 4/30/2021 3/31/2021 3/31/2021 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Fountain Dr. 8669 Bash St. 7565 N Twin Pine Dr 7720 Records Street 7421 North 300 East 7105 Jefferson Ave. 7105 Jefferson Ave. 2051 Adams Street 2051 Adams Street 2051 Adams Street 525 Norris Avenue 7010 Melton Road 1064 Sunset Drive 1064 Sunset Drive 14210 S KENTON Compton 2346 S Lynhurst D Baker-Heckarr 616 Guthrie Road 14210 S KENTON Baker-Heckan 616 Guthrie Road Baker-Heckan 616 Guthrie Road 3120 W Morris St 3120 W Morris St 6079 Lane Road 1916 Old SR 37 PO Box 502B11 Javien Langley 668 N. US 421 P O Box 6065 P.O. Box 546 PO Box 267 Merriweather Coghill Spangler Shaw Day Day Day Kopetsky Mulryan Candler Haste Robinson Figueroa Martinez Sherman Hubinger Williams Robinson Williams Figueroa Martinez Hubinger Compton Villiams Fletcher Philippi Williams Williams Langley Martett Martett Patrick Harris Harris Perez Haste Haste Haste Dixon Merrill Merúli Merröll Garza Dixon Byers Garza Smith Engel Elliott Amos Yurs Ś King King Ъ0, Ê ŦŦ Booker Booker Francisco Gary Cindy Pablo Pablo Janet Daphne Daphne Peggy Carla Carla Meredith Brandon Brandon Howard Rebecca Rebecca Sung Graciela Graciela Denise Dallas Elizabeth James Danette Danette Clayton Katrina Damell Tammy Janet Jennifer Danette Danette Danette Danette Danette Danette Danette Jennifer Jennifer Tiffany Sharon Sharon Sherry Donna James James Kathy Kathy Jenniter Danette Danette Danette Danette Danette DaNae Booker Dallas Dallas Donna lavien Janet Janet Kathy Annie Annie Linda Laura Linda Ein Highway and Road New Construction Servi Concrete Installation and Repair Services ndiana Reclamation and Excavating, Inc Concrete Installation and Repair Services Landscaping services Construction site haul away service Limestone Dust or Mine Rock Dust Construction site haul away service Highway and road paving service Highway and road paving service Nonhazardous waste disposal Local area trucking services ocal area trucking services ocal area trucking services Local area trucking services Local area trucking services Local area trucking services Local area trucking services JACK GRAY TRANSPORTATION SERV Local area trucking services JACK GRAY TRANSPORTATION SERV Local area trucking services ocal area trucking services ocal area trucking services .ocal area trucking services Local area trucking services Local area trucking services Local area trucking services Local area trucking services -and and soil management Land and soil management Land preparation services Snow removal services Snow removal services Snow removal services 1&D Landscaping Tree and Snow Remo Snow removal services Snow removal services Snow removal services Snow removal services andscaping services Landscaping services Landscaping services Landscaping services Landscaping services andscaping services. and grading service. 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UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF <u>COMPASS MINERALS AMERICA INC.</u>

March 20, 2019

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

Authorized Signatories

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

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "<u>Authorized Signatories</u>") 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:

President; CEO; and Senior Vice President, Salt Chief Financial Officer and Treasurer
Senior Vice President, General Counsel and
Corporate Secretary
Vice President, Sales, Bulk Road Deicing
National Sales Manager
Highway Sales Manager
Highway Sales Manager
Highway Sales Manager
Highway Sales Manager
Sales Manager
Sales Manager
Customer Service Manager
Director, Sales Industrial
Assistant Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF <u>COMPASS MINERALS AMERICA INC.</u>

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Anthony J. Sepich James D. Standen	President; CEO; and Senior Vice President, Salt Chief Financial Officer and Treasurer
Diana C. Toman	Senior Vice President, General Counsel and
	Corporate Secretary
Jon Schnieders	Vice President, Sales, Bulk Road Deicing
Jason Haskell	National Sales Manager
Sean Lierz	Highway Sales Manager
Joel Gerdes	Highway Sales Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Kendall Rooney	Customer Service Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzos ~	Assistant Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other

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things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

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

[Signature Page Follows]

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

m James D. Standen

- Toman Foman

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
Compass Minerals America Inc.	
2 Business namificiaregarded entity name, if different from above	
3 Check appropriate box for faderal tex classification of the person whose name is entered on line 1. Check only one of the following seven boxes. 4 Examplions (codes apply or contained on line 1. Check only one of the contained on line 1. Check on line 1. Che	
single-member LLO single-member LLO single-member LLO Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Parinership) > Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LO if the LLO is classified as a single-member LLO that is disregarded from the owner of the LLO is another LLO that is not disregarded from the owner for U.S, faderal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner about does the appropriate box for the tax classification of its owner. Other (see Instructions) > Other (see Instructions) > S Address (number, stoel, and sp), or svite no.) See instructions. Requester's name and address (optional)	ng
is disregarded from the ewel about detects the appropriate box for the tex classification of its owner.	(1.6)
\$ 9900 W 109th St	
Ciliy, stato, and Zip code Overland Rark, HS 66210	
7 Usi account number(s) here (optional)	
Enter your Tible the appropriate box. The TIN provided must match the pame given on line 1 to avoid Soviel scowity number	—

Enter your TIN In the appropriate box. The TIN provided must match the name given on line 1 to avoid stackup 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 (SIN). 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 UNumber To Give the Requester for guidelines on whose number to enter.

Certification

Under penallies of perjury, i certily that:

1. The number shown on this form is my correct taxpayer identification number (or 1 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

ris The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Restification 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 errangement (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 ≻	Mari	Webs	Dato >	2/27/19	
0.000	unt Inotwor	otiono		 Form 1999-DIV (dividends. 	Including those from stocks or mut	Jal

General Instructions

Section references are to the internal Revenue Oode unless otherwise rioted.

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

Purpose of Form

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

· Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (frome mortgage Interest), 1098-E (student loan Interest), 1096-T (tuilton)
- · 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.

Cal. No. 10231X



CREDIT INFORMATION

FIRM NAME:	Compass Minerals America I	nc. PHO	NE:	(913) 344-9100
PRINCIPAL ADDRESS:	9900 W. 109 th St., Suite 100 Overland Park, Kansas 66210	FEDE	ERAL ID CODE:	48-1047632
MAILING ADDRESS:	Same	DATE	INCORPORATED:	01/21/88
OTHER LOCATIONS:	Chicago, IL; Kenosha, WI;	DATE	E STARTED:	1917
	Duluth, MN; Ogden, UT; Lyons, Cote Blanche, LA; Buffalo, NY	KS; TYPE	OF BUSINESS:	Manufacturing
OFFICERS: Anthony J. Sepich James D. Standen Angela Y. Jones S. Bradley Griffith Diana C. Toman Gary R. Gose Zoe A. Vantzos Kelley A. Schnieders	President; CEO and Senior Chief Financial Officer and Senior Vice President, Peo Senior Vice President, Plan Senior Vice President, Gen Vice President, Tax & Assis Assistant Secretary Assistant Secretary	Treasurer ple and Cu it Nutrition eral Couns	lture el and Corporate Secre	etary
TRADE REFERENCES: Wheeler Machinery Co. 4901 W 2100 S West Valley City, UT 841 <u>account-coordinators@wh</u> 801-978-1850 (fax)		7500 Pe Baton R 225-756 225-756	uipment LLC cue Lane ouge, LA 70809 -3602 -3621 (fax) attn. Teresa @he-equipment.com	a
Prince Agri Products Contact: Kathy Irvin 229 Radio Road Quincy, IL 62305 (217) 592-1332 (217) 223-2808 (fax)		c/o Intep 9 Peach Livingsto	Packaging Inc. Iast Credit Tree Hill Road on NJ 07039 -8205 (Fax)	
BANK REFERENCES: JP Morgan Chase One Chase Plaza, 7 th Floor New York, NY 10005	Cor		910-2-637635 Credit Reference Gra (817) 399-7201 (817) 345-3794 or 37	

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.

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Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

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

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.

Physical Properties

Bulk Density - 1220 kg/m3 (76 lbs/ft3), average particle size 0.011"

Admixture

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

Goderich - US Bulk Deicing Salt

Chemical Analysis Be Admbing (99.7% Con		dist.	Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO ₄	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl ₂	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl ₂	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO4	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Са	ppm	7948	2649 - 13247
Magnesium	Mg	ppm	224	0 -204
Sulphate	SO4	ppm	19051	6350 - 31752

TYPICAL SCREEN ANALYSIS % Passing (99.7% Confidence)

USS	Tyler	Open	Typical Passing	Range
Mesh	Mesh	(in.)	%	*
0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.371	0.374	97.2	93.5 - 100
4	4	0.187	76.6	63.6 - 89.6
8	8	0.093	47.6	34.3 - 60.9
16	14	0.046	27.3	18.4 - 36.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

	Packag	ging 👘 👘	
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc. 9900 West 109th Street – Suite 100 Overland Park, KS 66210 Phone 800-323-1641 Fax 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019



Deicing Salt

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

ProductDescription

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

Constituent	Chemical / Formula	素這般思考	Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0-0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

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.

Physical Properties

Bulk Density - (72 lbs/ft3)

Admixture

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

	Турі	cal Screen D	ata	
U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	99-100
1/2	1/2	0.5	100	97 - 100
0.375	0.375	0.375	95.3	73 - 100
4	4	0.1870	70	28 - 100
8	8	0.0937	41	5 - 80
16	14	0.0464	18	0 - 47
30	28	0.0234	7	0 - 20

Average particle size 0.162 inches (5.11mesh)

	Pack	aging	
Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624

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

SAFETY DATA SHEET

	1. Product and Company Identification
Product identifier	Sodium Chioride
Other means of identification Sулопутs	Sifto Water Care Products, Sifto Safe Step Xtreme, Safe Step 5300 Performance Blend, American Backwoods Animal Nutrition Products, American Stockman Animal Nutrition Products, Aspen, Aspen Blue, Sifto Canadian Stockman Animal Nutrition products, Commercial bulk rock salt, IceAway Turbo Plus, Safe Step Pro Plus (Safe Step Pro Series Econo Blend Blue 370), IceAway Rock Salt, IceAway Turbo, IceAway Turbo Blue, Natural Salt water care, Sun Soft Water Care Products, Cuiligan Water care Products, ProSoft water care products, QwikSalt, Safe Step 3300 Rock Salt, Safe Step 4300 Dual Blend, Safe Step 4300 Dual Blend Blue, Safe Step Nature's Power, Safe Step 6300 Enviro- Blend, Safe Step Pro Select (Safe Step Pro Series 550) Safe Step Select Blue (Safe Step Pro Series 570), Industrial Purity Industrial Products, Safe Step Pro Enviro (Safe Step Pro Series 660 Choice Formula), Salt brine, Sifto Salt, Sifto Safe Step Enviro-Guard, Sifto Safe Step Ice Salt, SureSoft water care products, Thawrox Treated salt, Winter Storm, Winter Storm Blue, DriRox De-icer.
Recommended use	General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer information	Compass Minerals America Inc. 9900 West 109th Street Suite 100 Overland Park, KS 66210 US 913-344-9200
Supplier	Compass Minerals Canada Corp 6700 Century Avenue Mississauga L5N 6A4 CA Phone 1-905-567-0231
CHEMTREC	1-800-424-9300
CANUTEC	1-613-996-6666
****	2. Hazards Identification
Physical hazards	Not classified,
lealth hazards	Not classified.
Environmental hazards	Not classified.
NHMIS 2015 defined hazards .abel elements	Not classified
Hazard symbol	None.

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

Hazard(s) not otherwise classified (HNOC)	None known.		
Supplemental information	Not applicable.		
	3. Composition/Information on Ingredients		
Mixture			
Non hazardous by WHMIS Criteria	L.		
Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non- hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.		
	4. First Aid Measures		
Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position		
	comfortable for breathing. Call a physician if symptoms develop or persist.		
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.		
Eye contact	Rinse with water, Get medical attention if irritation develops and persists.		
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.		
Most Important	Direct contact with eyes may cause temporary irritation.		
symptoms/effects, acute and delayed			
Indication of immediate medical attention and special treatment needed	Treat symptomatically.		
<u></u>	5. Fire Fighting Measures		
Suitable extinguishing media	Salt and salt mixtures are non-combustible.		
Unsuitable extinguishing media	Not applicable,		
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.		
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.		
Fire-fighting equipment/instructions	Salt is not combustible and thus is not the material of concern for firefighting equipment or methods.		
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.		
General fire hazards	No unusual fire or explosion hazards noted.		
Hazardous combustion products	May include and are not limited to: Chlorine. Hydrogen chloride. Oxides of sodium.		
	6. Accidental Release Measures		
Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.		
Methods and materials for containment and cleaning up	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Rinse area with water. Prevent large splils from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.		
Environmental precautions	Avoid direct release into waterways and sewers.		
······································	7. Handling and Storage		
Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.		
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials, i.e., strong oxidizing agents (see Section 10)		
	8. Exposure Controls/Personal Protection		
Occupational exposure limits	No exposure limits noted for ingredient(s).		
• •	No biological exposure limits noted for the ingredient(s).		
	Use care in handling/storage. Avoid breathing dust. Store in original tightly closed container. Store away from incompatible materials, I.e, strong oxidizing agents (see Section 10) 8. Exposure Controls/Personal Protection No exposure limits noted for ingredient(s).		

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Appropriate engineering controls	TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for Inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.
	TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.
	Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.
Individual protection measures,	such as personal protective equipment
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, suitable gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

n i	m	 	Chemical	D	

	or r hysical and Chemical Properties			
Appearance	Crystalline.			
Physical state	Solid.			
Form	Solid.			
Color	Varies			
Odor	Odoriess			
Odor threshold	Not applicable			
рН	6 - 8 (Neutral)			
Melting point/freezing point	Not applicable			
Initial boiling point and boiling range	Not applicable			
Pour point	Not applicable			
Specific gravity	Not applicable			
Partition coefficient (n-octanol/water)	Not applicable			
Flash point	Not applicable			
Evaporation rate	Not applicable			
Flammability (solid, gas)	Not applicable.			
Upper/lower flammability or exp	losive limits			
Flammability limit - lower (%)	Nol applicable			
Flammability limit - upper (%)	Not applicable			
Explosive limit - lower (%)	Not applicable			
Explosive limit - upper (%)	Not applicable			
Vapor pressure	Not applicable			
vapor density	Not applicable			
Relative density	Not applicable			
Solubility(les)	Not available.			
Auto-ignițion temperature	Not applicable			
Decomposition temperature	Not applicable			
/iscosity	Not applicable			
10. Stability and Reactivity				
Reactivity	None known.			

Possibility of hazardous reactions	Hazardous polymerization does not occur.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Acids. Strong oxidizing agents.
Hazardous decomposition products	May include and are not limited to: Chlorine gas. Hydrogen chloride. Oxides of sodium.

	11. Toxico	logical	Information
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Information on likely routes of e	xposure				
Ingestion	Expected to be a low ingestion hazard.				
Inhalation	No adverse effects due to inhalation are expected.				
Skin contact	No adverse effects due to skin contact are expected.				
Eye contact	Direct contact with eyes may cause temporary irritation.				
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.				
Information on toxicological effe	ects				
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 cedema value	Not available.				
Recover days	Not available.				
Respiratory or skin sensitization	l de la constante de				
Respiratory sensitization	Not available.				
Skin sensitization	This product is not expected to cause skin sensitization.				
Mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.				
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.				
US, OSHA Specifically Regu Not listed.	lated Substances (29 CFR 1910.1001-1050)				
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.				
Feratogenicity	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.				
Aobility in soll	No data available.				
Nobility in general	Not available.				
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, global warming potential) are expected from this component.				

	13. Disposal Considerations
Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Empty containers or liners may retain some product residues. This material and its container mus be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.
•	14. Transport Information
Transport of Dangerous Goods (TDG) Proof of Classification	In accordance with Part 2.2.1 (SOR/2014-152) of the Transportation of Dangerous Goods Regulations, we certify that the classification of this product is correct as of the SDS date of issue
U.S. Department of Transportation Not regulated as dangerous g	
Transportation of Dangerous Go Not regulated as dangerous g	
	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 1 Not listed. Greenhouse Gases Not listed. Precursor Control Regulatio Not regulated.	
WHMIS 2015 Exemptions	Not controlled
•	Not controlice
JS federal regulations TSCA Section 12(b) Export N Not regulated.	otification (40 CFR 707, Subpt. D)
CERCLA Hazardous Substar Not listed. US. OSHA Specifically Regui Not listed.	nce List (40 CFR 302.4) lated Substances (29 CFR 1910.1001-1050)
Superfund Amendments and Rea Hazard categories	authorization Act of 1986 (SARA) Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting) Not regulated,	
ther federal regulations	
Clean Air Act (CAA) Section Not regulated.	112 Hazardous Air Pollutants (HAPs) List
	112(r) Accidental Release Prevention (40 CFR 68.130)
S state regulations	See below
US. Massachusetts RTK Not regulated.	
	Ind Community Right-to-Know Act

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US. Pennsylvania Worker and Community Right-to-Know Law Not listed.

HEALTH

US. Rhode Island RTK Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

Inventory status

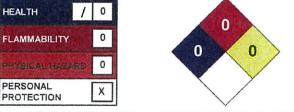
Country(s) or region	Inventory name On inventory	(yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes
*A "Ves" indicates that all compo	parts of this product comply with the inventory requirements administered by the coverning country(a)	

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

LEGEN	2
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

Disclaimer

16. Other Information



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

Issue date	13-October-2017
Version #	01
Effective date	13-October-2017
Other information	For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.

Bidder Name: Compass Minerals America Inc.

BID LIST INSTRUCTIONS

PLEASE POPULATE THE BLUE-SHADED CELLS WITH THE CORRESPONDING PRICE PER TON IN THE TREATED SALT and UNTREATED SALT WORKSHEETS.

Bidders are advised that there will not be a Best and Final Offer (BAFO) Round for this bid. Therefore, it is expected that bidders submit their most competitive pricing upon submission of their bid documents.

Respondent may bid on UNTREATED, TREATED, or any combination thereof by INDOT district to be considered a valid bid. Respondent may bid on INDOT, LOCALS, or any combination thereof by INDOT District to be considered a valid bid. Respondent must bid on all INDOT/OSA-specific line items in any given INDOT district to be considered a valid bid. Respondent must bid on all LOCALS in any given INDOT district to be considered a valid bid. Respondent must bid on all LOCALS in any given INDOT district to be considered a valid bid. Respondent must bid on both EARLY FILL AMOUNTS and SEASONAL AMOUNTS listed for any given INDOT district to be considered a valid bid.

For example, if a respondent wants to bid on the INDOT/OSAs untreated salt business for 60-Vincennes, a respondent must bid on line items 56-58 to be considered a valid bid. If a respondent does not bid on all of those line items, the bid will be disqualified for INDOT business, 60-Vincennes.

Additionally, a respondent may bid untreated salt only for the LOCALS in 60-Vincennes (line items 59-60) and be considered a valid bid. A respondent does <u>not</u> have to bid on the LOCALS treated salt in 60-Vincennes to be considered a valid bid on the LOCALS untreated salt for 60-Vincennes.

Lastly, a respondent may bid on ALL business for both INDOT/OSAs and LOCALS in 60-V incennes by bidding on line items 26-30 (Treated Salt) and line items 56-60 (Untreated Salt).

ADDITIONAL INFORMATION

1. 2019/2020 Quantity listed is 100%. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range. Any additional tons needed beyond the commitment range will be by mutual agreement of the parties, including the price thereof. The State of Indiana is committed to purchasing at least 80% of the quantity listed and is eligible to purchase up to the maximum of the commitment range (120%) at the price bid by the respondent. Awarded vendor is expected to hold the quantity of salt supply for up to the maximum of the commitment range specified in the Untreated Salt and Treated Salt worksheets. The State is requesting that the vendor submit pricing for the Early Fill amounts listed and the Seasonal amounts listed on the "Treated Salt" and "Untreated Salt" spreadsheets. Those two amounts (early fill amount and seasonal amount) combined make up INDOT's 100% total for the 2019/2020 bid. INDOT will reserve the right to be able to purchase the "Seasonal" amounts

at any time during the contract period. The Early Fill amounts listed are for INDOT only.

2. Local Governmental Entities are individually-operated entities responsible for their individual quantities committed as listed on **Local Tonnage** Spreadsheet. Respondents cannot bid on specific locals within an INDOT district; if respondent is awarded local governmental entities' business for an INDOT district, the awarded vendor will hold supply up to 120% for <u>each local governmental entity listed in the INDOT district awarded</u>.

3. Pricing submitted by respondents is inclusive of all information in the bid documents. By submitting pricing to the State of Indiana, respondent agrees to meet or exceed all specifications listed and bid terms and conditions contained in the bid documents.

- INDOT Sub-District Breakout contains an estimate of quantities by INDOT sub-district delivery location. These quantities are subject to change;

INDOT is committed to purchase 80% of the quantity listed by INDOT district (as listed in the Untreated Spreadsheet and Treated Spreadsheet), not sub-district.

- Early Fill Requirements contains information about initial delivery needs for each INDOT district.

Note: 50% of early fill order must be delivered on or before October 15, 2019 and 100% must be delivered on or before November 15, 2019 for La Porte and Fort Wayne

Districts. 50% of early fill order must be delivered on or before November 1, 2019 and 100% must be delivered on or before December 1, 2019 for Crawfordsville, Greenfield,

Seymour and Vincennes District. INDOT is committed to purchase 100% of the Early Fill amounts listed by INDOT district (as listed in the INDOT Early Fill Requirement spreadsheet), not sub-district.

- Other State Agencies contains the 100% quantity for each state agency with quantities requested and delivery locations within the INDOT district.

-Local Tonnage contains the 100% quantity for each local governmental entity within the INDOT district. Entities in BOLD have multiple delivery addresses. Entity is committed by <u>total tonnage listed in this worksheet</u>. Estimated tonnage breakout by delivery location is provided in Local Delivery Information for informational purposes only.

- Local Delivery Information contains the delivery addresses and additional information for each local governmental entity.

4. The awarded vendor will receive the contact information (names, phones, emails) for both the State of Indiana and all local entities for each awarded INDOT district once the award has been finalized.

5. Total Bid Amount for each salt type will be auto-calculated in each spreadsheet. Add together untreated and treated total bid amounts to obtain your TOTAL BID AMOUNT to be entered on your Indiana Economic Impact (IEI) Form.

6. The early fill estimates are to be included in the overall 80% - 120% total purchase guarantee/commitment. The early fill estimate is not to be viewed as a separate amount purchased, but it is to be a fraction of the overall commitment being made with an early delivery date.

TREATED SALT

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Bidder Name: Compass Minerals America Inc.
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Line Item	INDOT District	Entity	Commitment Range	2019/2020 Early Fill Quantity (100%)	2019/2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method	2019/2020 Early Fill Price Per Ton	2019/2020 Seasonal Price Per Ton	Total Bid Amount Calculation					
1						TON	Delivered	>	\$0.00						
2		INDOT & Other State Agencies	80%-120%	0	4,655	TON	Delivered & Loaded	>	\$0.00	\$0.00					
3	10-Crawfordsville					TON	Pick Up	\sim	\$0.00						
4		Local Governmental Entities	80%-120%	0	17,370	TON	Delivered	\sim	\$0.00	\$0.00					
5					,	TON	Pick Up	>	\$0.00	-					
6						TON	Delivered	\sim							
7		INDOT & Other State Agencies	80%-120%	0	0	TON	Delivered & Loaded	\leq		\$0.00					
8	20-Fort Wayne					TON	Pick Up	\sim	\leq	*****					
9						TON	Delivered	\sim	\$0.00						
10		Local Governmental Entities	80%-120%	0	2,640	TON	Pick Up	\leq	\$0.00	\$0.00					
							1								
11		INDOT & Other State Agencies				TON	Delivered	\sim	\$0.00						
12			80%-120%	0	315	TON	Delivered & Loaded	\sim	\$0.00	\$0.00					
13	30-Greenfield					TON	Pick Up	\geq	\$0.00						
14		Local Governmental Entities	80%-120%	0	49,840	TON	Delivered	\sim	\$0.00	\$0.00					
15		Elocal Governmental Endues	0070-12070	Ŭ	47,040	TON	Pick Up	\geq	\$0.00	\$0.00					
·															
16		INDOT & Other State Agencies	80%-120%				_	TON	Delivered	\geq	\geq				
17				0	0	TON	Delivered & Loaded	\sim	\sim	\$0.00					
18	40-LaPorte										TON	Pick Up	\sim		
19		Local Governmental Entities	80%-120%	0	32,310	TON	Delivered	\sim	\$0.00	\$0.00					
20						TON	Pick Up		\$0.00						
21						TON	Delivered	\sim	\$0.00						
22		INDOT & Other State Agencies	80%-120%	0	200	TON	Delivered & Loaded	\sim	\$0.00	\$0.00					
23	50-Seymour	6				TON	Pick Up	\sim	\$0.00	-					
24			000/ 1000/	0	03.955	TON	Delivered	>>	\$0.00	eo oo					
25		Local Governmental Entities	80%-120%	0	23,855	TON	Pick Up	\sim	\$0.00	\$0.00					
26						TON	Delivered		\$0.00						
27		INDOT & Other State Agencies	80%-120%	0	25	TON	Delivered & Loaded	>	\$0.00	\$0.00					
28	60-Vincennes					TON	Pick Up	\sim	\$0.00						
29		Local Governmental Entities	80%-120%	0	1,910	TON	Delivered	\sim	\$0.00	\$0.00					
30			0071 12070	, v	-, •	TON	Pick Up	>	\$0.00	1000					

TREATED SALT									
Total Early Fill (Tons) Total Seasonal (Tons)									
0	133,120								
TOTAL TREATED SALT (TONS)									
13	133.120								

TOTAL TREATED BID AMOUNT	
\$0.00	

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UNTREATED SALT

Bidder Name: Compass Minerals America Inc.

INDOT District	Entity	Commitment Range	2019/2020 Early Fill Quantity (100%)	2019/2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method	2019/2020 Early Fill Price Per Ton	2019/2020 Seasonal Price Per Ton	Total Bid Amount Calculation
					TON	Delivered	\$89.67	\$89.67	
10-Crawfordsville	INDOT & Other State Agencies	80%-120%	34,803	42,955	TON	Delivered & Loaded	\$99.67	\$99.67	\$6,972,559.86
					TON	Pick Up	\$85.00	\$85.00	
	Local Governmental Entities	80%-120%	0	18,865	TON	Delivered	\mathbb{N}	\$91.67	\$1,729,354.55
	Local Governmental Entities	00/0-120/0	0	18,805	TON	Pick Up	\backslash	\$85.00	\$1,727,334.33
					TON	Delivered	\$90,60	60 0 (0	
	INDOT & Other State Agencies	80%-120%	10,000	55,000			1	\$90.60	¢5 000 000 00
20-Fort Wayne	INDO1 & Other State Agencies	8070-12070	10,000	55,000	TON	Delivered & Loaded	\$100.60	\$100.60	\$5,889,000.00
					TON	Pick Up	\$85.00	\$85.00	
	Local Governmental Entities	80%-120%	0	30,108	TON	Delivered	\sim	\$90.65	\$2,729,290.20
					TON	Pick Up		\$85.00	
					TON	Delivered	\$89.40	\$89.40	
	INDOT & Other State Agencies	80%-120%	21,000	30,080	TON	Delivered & Loaded	\$99.40	\$99.40	\$4,566,552.00
30-Greenfield					TON	Pick Up	\$85.00	\$85.00	
	1 10 15 1			16,740	TON	Delivered	\sim	\$94.70	
	Local Governmental Entities	80%-120%	0		TON	Pick Up	\sim	\$85.00	\$1,585,278.00
				63,950	TON	Delivered	\$92.66	\$92.66	
	INDOT & Other State Agencies	80%-120%	15,000		TON	Delivered & Loaded	\$102.66	\$102.66	\$7,315,507.00
40-LaPorte					TON	Pick Up	\$85.00	\$85.00	
	Local Governmental Entities	80%-120%	0	77,890	TON	Delivered	>	\$93.34	\$7,270,252.60
	Local Covernmental Landees	0070 12070	Ÿ	11,050	TON	Pick Up	>	\$85.00	ę. <u>,</u> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
					TON	Delivered	\$93.58	\$93.58	
	INDOT & Other State Agencies	80%-120%	6,500	34,100	TON	Delivered & Loaded	\$103.58	\$103.58	\$3,799,348.00
50-Seymour	habor & oner state Agencies	0070312070	0,500	54,100	TON	Pick Up	\$85.00	\$85.00	<i>q.5,199,3</i> 46.00
ou-ocymour					TON	Delivered	\$05.00	\$84.99	
	Local Governmental Entities	80%-120%	0	16,835	TON	Pick Up	\sim	\$80.00	\$1,430,806.65
			·			1			
					TON	Delivered	\$81.05	\$81.05	
	INDOT & Other State Agencies	80%-120%	12,000	12,000	TON	Delivered & Loaded	\$91.05	\$91.05	\$1,945,200.00
(0 T)					had size a				

56						TON	Delivered	\$81.05	\$81.05	
57		INDOT & Other State Agencies	80%-120%	12,000	12,000	TON	Delivered & Loaded	\$91.05	\$91.05	\$1,945,200.00
58	60-Vincennes					TON	Pick Up	\$78.00	\$78.00	
59		Local Governmental Entities	80%-120%	0	9,180	TON	Delivered	\langle	\$81.09	\$744,406.20
60		Local Governmental Entities	80%-120%	0	9,180	TON	Pick Up	$\langle \rangle$	\$78.00	\$744,406.20

TOTAL UNTREATED BID AMOUNT

\$45,977,555.06

UNTREATED SALT

Total Early Fill (Tons)	Total Seasonal (Tons)							
99,303	407,703							
TOTAL UNTREA	TED SALT (TONS)							
507,006								

2019/2020 Road Salt Quantities by State Agency

Treated Salt

Freated Salt												
INDOT District	Entity Name	Entity Type	2018/2019 Quantity (100%)	Unit of Measure	2018/2019 Salt Type	Delivery Method	Delivery Address	Deliver To City	Deliver To State	Deliver To Zip Code	Contact Phone Number	Other Delivery Notes
	DOC-Indiana Women's Prison	Other State Agency	40	TON	Treated	Delivered	2596 Girls School Rd	Indianapolis	IN	46214	317-244-3387	Contact is Mike Callahan
Crawfordsville - 10	DOC-Putnamville Correctional Facility	Other State Agency	75	TON	Treated	Delivered	1946 W US Hwy 40	Greencastle	IN	46135	765-653-8441, Ext 214	Contact is Dennis Taylor. Please call ahead prior to deliver so staff may meet the delivery truck.
	DOC-Rockville Correctional Facility	Other State Agency	40	TON	Treated	Delivered	811 W 50 N	Rockville	IN	47872	765-569-3178, ext 342	Contact is Richard Buehler, PPD / Can also be reached vi email at or Rbuehler@idoc.in.gov
	Ĺ	TOTAL TONS	155									
	Richmond State Hospital	Other State Agency	75	TON	Treated	Delivered	498 N.W. 18th St,	Richmond	IN	47374	765-935-9260	Contact is Karen Smallwood. Upon arrival to location's campus for salt delivery, please call for detail on where sal should be taken.
Greenfield - 30	IDOA Facilities	Other State Agency	160	TON	Treated	Delivered	601 West McCarty St.	Indianapolis	IN	46225	317-605-3936	
	Indiana State Fair Commission	Other State Agency	80	TON	Treated	Delivered	1202 E. 38th St.	Indianapolis	IN	46205	317-459-2708	Jimmy Stucky is contact - please call him for directions on the grounds during delivery.
		TOTAL TONS	315	1				•			•	
Seymour - 50	Camp Atterbury	Other State Agency	200	TON	Treated	Delivered + Loaded	Camp Atterbury, Building 232	Edinburgh	IN	46124	812-526-1104	Contact is Dave Strope - Email address is david.j.strope.nfg@mail.mil
	'	TOTAL TONS	200					L			•	
Vincennes - 60	DOC-Wabash Valley Correctional Facility	Other State Agency	25	TON	Treated	Delivered	6908 S Old US Hwy 41	Carlisle	IN	47838	812-398-5050	Contact is Greg Eaton
	Correctional Facility	TOTAL TONS	25						1			
Intreated Salt	-		2010 (2010		2010 (2010	D. "		1	D			
INDOT District	Entity Name	Entity Type	2018/2019 Quantity (100%)	Unit of Measure	2018/2019 Salt Type	Delivery Method	Delivery Address	Deliver To City	Deliver To State		Entity Phone Number	Other Delivery Notes
Crawfordsville - 10	Plainfield Complex	Other State Agency	100	TON	Untreated	Delivered	501 W. Main St.	Plainfield	IN	46168	317-839-7751	Contact is Alan Wehrman
	Ĺ	TOTAL	100	J								
Greenfield - 30	DOC-Correctional Industrial Facility / IR	Other State Agency	80	TON	Untreated	Delivered	4490 West Reformatory Road	Pendleton	IN	46064	317-965-0596	Brad Weesner is the contact.
		TOTAL	80	1								
LaPorte - 40	DOC-Indiana State Prison	Other State Agency	50	TON	Untreated	Delivered	1 Park Row	Michigan City	IN	46360	219-874-7256 x3516 219-874-7256 x1200	Contacts are: 1st - Art Kaufman, 219.874.7256 x3516 2nd - Don Parkes 219.874.7256 x1200 Entrance to facility for deliveries is on the North side. Delivery times are Monday – Friday from 7 am to 1 pm
	DOC-Westville Correctional Facility	Other State Agency	100	TON	Untreated	Delivered	5501 S. 1100 W	Westville	IN	46391	219-608-0822	Leon Stuller or Cory Simic
		TOTAL TONS	150									
Seymour - 50	DOC-Madison Correctional Facility	Other State Agency	50	TON	Untreated	Delivered	800 MSH Bus Stop Dr.	Madison	IN	47250	812-265-6154	Contact is Jeff Meece
scymour - 50	Madison State Hospital	Other State Agency	50	TON	Untreated	Delivered	711 Green Rd.	Madison	IN	47250	812-265-7747 812-265-7448	Patty Chandler-Phagan: 812-265-7448
		TOTAL TONS	100]								
												-
Vincennes - 60	Branchville Correctional Facility	Other State Agency	0	TON	N/A	N/A	21390 Old State Rd. 37	Branchville	IN	47514	812-843-4201	Contact is Rob Howerton

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2019/2020 Local Governmental Entity Tonnage By INDOT District

Treated Salt

INDOT District	Customer Name	Requested Quantity (100%)	Unit Of Measure	Salt Description	County	Total Tons By District
	Boone County - OneIndiana	1500	TON	Treated Salt	Boone	
	City of Covington - OneIndiana	25	TON	Treated Salt	Fountain	
	City of Greencastle Public Works - OneIndiana	700	TON	Treated Salt	Putnam	
	City of Lebanon - OneIndiana	600	TON	Treated Salt	Boone	
	City of Terre Haute Street - OneIndiana	1000	TON	Treated Salt	Vigo	
	Clay County - OneIndiana	150	TON	Treated Salt	Clay	
	Clinton County Government - OneIndiana	1000	TON	Treated Salt	Clinton	
	Fountain Co. Highway - OneIndiana	275	TON	Treated Salt	Fountain	
	Hendricks County - OneIndiana	2800	TON	Treated Salt	Hendricks	
	Indiana State University - K12Indiana	100	TON	Treated Salt	Vigo	
	Lebanon Comm School Corp - K12Indiana	130	TON	Treated Salt	Boone	
	Montgomery County Highway Dept - OneIndiana	1500	TON	Treated Salt	Montgomery	
	MSD of Wayne Township - K12Indiana	150	TON	Treated Salt	Fountain	
	Town of Avon - OneIndiana	1600	TON	Treated Salt	Hendricks	
	Town of Cloverdale - OneIndiana	100	TON	Treated Salt	Putnam	
	Town of Danville - OneIndiana	800	TON	Treated Salt	Hendricks	
	Town of Fairview Park - OneIndiana	25	TON	Treated Salt	Vermillion	
	Town of Mooresville - OneIndiana	500	TON	Treated Salt	Morgan	
	Town of Otterbein - OneIndiana	80	TON	Treated Salt	Benton	
	Town of Oxford - OneIndiana	40	TON	Treated Salt	Benton	
	Town of Plainfield - OneIndiana	2200	TON	Treated Salt	Hendricks	
	Town of Speedway - OneIndiana	400	TON	Treated Salt	Lake	
	Town of Veedersburg - OneIndiana	40	TON	Treated Salt	Fountain	
	Town of Whitestown - OneIndiana	1000	TON	Treated Salt	Boone	
	Town of Williamsport - OneIndiana	60	TON	Treated Salt	Warren	
	Vermillion County - OneIndiana	100	TON	Treated Salt	Vermillion	
	Vermillion County - OneIndiana	100	TON	Treated Salt	Vermillion	
	Vermillion County - OneIndiana	100	TON	Treated Salt	Vermillion	
	West Lebanon Utilities	20	TON	Treated Salt	Warren	
	Zionsville Community Schools - K12Indiana	275	TON	Treated Salt	Boone	17,370
	City of Angola - OneIndiana	200	TON	Treated Salt	Steuben	
	City of Bluffton - OneIndiana	500	TON	Treated Salt	Wells	
	City of Butler - OneIndiana	80	TON	Treated Salt	DeKalb	
	City of Ligonier - OneIndiana	300	TON	Treated Salt	Noble	
	City of Montpelier - OneIndiana	75	TON	Treated Salt	Blackford	
	Town of Andrews - OneIndiana	20	TON	Treated Salt	Huntington	
	Town of Cromwell	20	TON	Treated Salt	Noble	
Fort Wayne - 20	Town of Hamilton	140	TON	Treated Salt	Steuben	
	Town of North Manchester - OneIndiana	180	TON	Treated Salt	Wabash	
	Town of North Webster - OneIndiana	150	TON	Treated Salt	Kosciusko	
	Town of Ossian - OneIndiana	100	TON	Treated Salt	Wells	

	Town of Topeka - OneIndiana	125	TON	Treated Salt	LaGrange	
	Town of Winona Lake - OneIndiana	350	TON	Treated Salt	Kosciusko	
	Wells County Highway - OneIndiana	400	TON	Treated Salt	Wells	2,64
	City of Alexandria - OneIndiana	ana 200 TON Treated	Treated Salt	Madison		
	City of Anderson Street - OneIndiana	3000	TON	Treated Salt	Madison	
	City of Beech Grove - OneIndiana	900	TON	Treated Salt	Marion	
	City of Elwood - OneIndiana	80	TON	Treated Salt	Madison	
	City of Indianapolis - OneIndiana	3000	TON	Treated Salt	Marion	
	City of Indianapolis - OneIndiana	3000	TON	Treated Salt	Marion	
	City of Indianapolis - OneIndiana	3000	TON	Treated Salt	Marion	
	City of Indianapolis - OneIndiana	5000	TON	Treated Salt	Marion	
	City of Indianapolis - OneIndiana	7000	TON	Treated Salt	Marion	
	City of Indianapolis - OneIndiana	7000	TON	Treated Salt	Marion	
	City of Indianapolis - OneIndiana	7000	TON	Treated Salt	Marion	
	City of Lawrence - OneIndiana	1000	TON	Treated Salt	Marion	
	City of New Castle - OneIndiana	600	TON	Treated Salt	Henry	
	City of Richmond - OneIndiana	1200	TON	Treated Salt	Wayne	
	City of Shelbyville Street - OneIndiana	500	TON	Treated Salt	Shelby	
	Franklin Township Community School Corporation - OneIndiana	100	TON	Treated Salt	Marion	
	Hancock County Highway - OneIndiana	2100	TON	Treated Salt	Hancock	
	Henry County Highway - OneIndiana	1000	TON	Treated Salt	Henry	
	IUPUI - OneIndiana	650	TON	Treated Salt	Marion	
Greenfield - 30	MSD Lawrence Township - OneIndiana	100	TON	Treated Salt	Marion	
Greenneid - 50	MSD of Decatur Township - OneIndiana	100	TON	Treated Salt	Marion	
	MSD of Warren Township - OneIndiana	150	TON	Treated Salt	Marion	
	MSD of Wayne Township - K12Indiana	150	TON	Treated Salt	Marion	
	MSD Washington Township - OneIndiana	400	TON	Treated Salt	Marion	
	Shelby County Government - OneIndiana	600	TON	Treated Salt	Shelby	
	Town of Cambridge City - OneIndiana	60	TON	Treated Salt	Wayne	
	Town of Chesterfield - OneIndiana	80	TON	Treated Salt	Madison	
	Town of Clermont - OneIndiana	50	TON	Treated Salt	Marion	
	Town of Eaton - OneIndiana	120	TON	Treated Salt	Delaware	
	Town of Fortville - OneIndiana	140	TON	Treated Salt	Hancock	
	Town of Fountain City - OneIndiana	50	TON	Treated Salt	Wayne	
	Town of Frankton - OneIndiana	60	TON	Treated Salt	Madison	
	Town of Hagerstown - OneIndiana	100	TON	Treated Salt	Wayne	
	Town of Lapel - OneIndiana	100	TON	Treated Salt	Madison	
	Town of McCordsville - OneIndiana	240	TON	Treated Salt	Hancock	
	Town of Pendleton - OneIndiana	200	TON	Treated Salt	Madison	
	Town of Shirley - OneIndiana	50	TON	Treated Salt	Hancock	
	Town of Summitville - OneIndiana	60	TON	Treated Salt	Madison	
	Town of Yorktown - OneIndiana	700	TON	Treated Salt	Delaware	49,84
	City of East Chicago - OneIndiana	3000	TON	Treated Salt	Lake	
	City of Gary - OneIndiana	5000	TON	Treated Salt	Lake	
	City of Hammond - OneIndiana	6700	TON	Treated Salt	Lake	
	City of Lake Station - OneIndiana	800	TON	Treated Salt	Lake	
	City of Mishawaka - OneIndiana	2500	TON	Treated Salt	St. Joseph	

	City of Monticello - OneIndiana	320	TON	Treated Salt	White
	City of Rensselaer - OneIndiana	160	TON	Treated Salt	Jasper
	City of Rochester - OneIndiana	100	TON	Treated Salt	Fulton
	City of Whiting - OneIndiana	550	TON	Treated Salt	Lake
	Indiana University Northwest	100	TON	Treated Salt	Lake
	Merrillville Community Schools - K12Indiana	250	TON	Treated Salt	Lake
	New Prairie United School Corp - K12Indiana	150	TON	Treated Salt	La Porte
	Newton County - OneIndiana	1400	TON	Treated Salt	Newton
	Purdue University Northwest	160	TON	Treated Salt	Lake
	Starke County Highway Department - OneIndiana	250	TON	Treated Salt	Starke
La Porte - 40	Town of Camden - OneIndiana	30	TON	Treated Salt	Carroll
	Town of Cedar Lake Public Works - OneIndiana	1000	TON	Treated Salt	Lake
	Town of Dyer - OneIndiana	1250	TON	Treated Salt	Lake
	Town of Kingsford Heights - OneIndiana	60	TON	Treated Salt	LaPorte
	Town of Kouts - OneIndiana	75	TON	Treated Salt	Porter
	Town Of Long Beach - OneIndiana	600	TON	Treated Salt	La Porte
	Town of Munster - OneIndiana	3000	TON	Treated Salt	Lake
	Town of Ogden Dunes - OneIndiana	300	TON	Treated Salt	Porter
	Town of St John - OneIndiana	2400	TON	Treated Salt	Lake
	Town of Trail Creek - OneIndiana	100	TON	Treated Salt	LaPorte
	Town of Westville - OneIndiana	80	TON	Treated Salt	LaPorte
	Town of Winamac - OneIndiana	100	TON	Treated Salt	Pulaski
	Town of Winfield - OneIndiana	800	TON	Treated Salt	Lake
	Twin Lakes School Corporation - K12Indiana	75	TON	Treated Salt	White
	White County Highway - OneIndiana		TON		White
		1000		Treated Salt	
	Brown County Government - OneIndiana	2000	TON	Treated Salt	Brown
	City of Batesville - OneIndiana	450	TON	Treated Salt	Ripley
	City of Charlestown - OneIndiana	250	TON	Treated Salt	Clark
	City of Franklin - OneIndiana	500	TON	Treated Salt	Johnson
	City of Greendale - OneIndiana	500	TON	Treated Salt	Dearborn
	City of Greensburg - OneIndiana	450	TON	Treated Salt	Decatur
	City of Lawrenceburg - OneIndiana	500	TON	Treated Salt	Dearborn
	City of New Albany - OneIndiana	1200	TON	Treated Salt	Floyd
	City of Rising Sun - OneIndiana	100	TON	Treated Salt	Ohio
	City of Salem - OneIndiana	175	TON	Treated Salt	Washington
	Clark County Highway Dept	2500	TON	Treated Salt	Clark
	Cordry-Sweetwater Conservancy District	50	TON	Treated Salt	Brown
	Dearborn County Dept. of Transportation - OneIndiana	5000	TON	Treated Salt	Dearborn
	Decatur County Highway - OneIndiana	100	TON	Treated Salt	Decatur
	Floyd County Road - OneIndiana	2500	TON	Treated Salt	Floyd
	Franklin County Highway - OneIndiana	1600	TON	Treated Salt	Franklin
S	Harrison County Highway - OneIndiana	2000	TON	Treated Salt	Harrison
Seymour - 50	Jennings County Highway - OneIndiana	800	TON	Treated Salt	Jennings
	Johnson County Highway - OneIndiana	400	TON	Treated Salt	Johnson
	New Albany-Floyd County Consolidated School Corporation - K12Ind	80	TON	Treated Salt	Floyd
	Ohio County Highway - OneIndiana	250	TON	Treated Salt	Dearborn
	Town of Bargersville - OneIndiana	300	TON	Treated Salt	Johnson
	Town of Brooklyn - OneIndiana	50	TON	Treated Salt	Morgan
				1	0

32,310

	Town of Brookville - OneIndiana	80	TON	Treated Salt	Franklin	1
	Town of Clarksville Street - OneIndiana	600	TON	Treated Salt	Clark	
		150	TON			
	Town of Georgetown - OneIndiana			Treated Salt	Floyd	
	Town of Hope Utilities - OneIndiana	40	TON	Treated Salt	Bartholomew	
	Town of Morgantown - OneIndiana	40	TON	Treated Salt	Morgan	
	Town of New Whiteland - OneIndiana	150	TON	Treated Salt	Johnson	
	Town of Princes Lakes - OneIndiana	80	TON	Treated Salt	Johnson	
	Town of Sellersburg - OneIndiana	200	TON	Treated Salt	Clark	
	Town of Trafalgar - OneIndiana	60	TON	Treated Salt	Johnson	
	Town of Whiteland - OneIndiana	400	TON	Treated Salt	Johnson	
	Washington County - OneIndiana	300	TON	Treated Salt	Washington	23,855
	City of Bedford - OneIndiana	800	TON	Treated Salt	Lawrence	
	City of Princeton - OneIndiana	200	TON	Treated Salt	Gibson	
	City of Washington - OneIndiana	300	TON	Treated Salt	Daviess	
	Evansville Vanderburgh School Corporation - OneIndiana	230	TON	Treated Salt	Vanderburgh	
Vincennes - 60	Martin County - OneIndiana	100	TON	Treated Salt	Martin	
	Town of English - OneIndiana	40	TON	Treated Salt	Crawford	
	Town of Ferdinand - OneIndiana	40	TON	Treated Salt	Dubois	
	Town of Orleans - OneIndiana	50	TON	Treated Salt	Orange	
	Town of Paoli - OneIndiana	150	TON	Treated Salt	Orange	1910

TOTAL LOCALS'
TREATED TONS
127,925

Untreated Salt

INDOT District	Customer Name	Requested Quantity (100%)	Unit Of Measure	Salt Description	County	Total Tons By District
	Avon Community School - K12Indiana	140	TON	Untreated Salt	Hendricks	
	Boone County - OneIndiana	100	TON	Untreated Salt	Boone	
	City of Attica - OneIndiana	75	TON	Untreated Salt	Fountain	
	City of Crawfordsville Street - OneIndiana	700	TON	Untreated Salt	Montgomery	
	City of Frankfort - OneIndiana	200	TON	Untreated Salt	Clinton	
	City of Lafayette - OneIndiana	150	TON	Untreated Salt	Tippecanoe	
	City of Lafayette - OneIndiana	200	TON	Untreated Salt	Tippecanoe	
Crawfordsville - 10	City of Lafayette - OneIndiana	2000	TON	Untreated Salt	Tippecanoe	
	City of Lafayette - OneIndiana	2500	TON	Untreated Salt	Tippecanoe	
	City of Lafayette - OneIndiana	6000	TON	Untreated Salt	Tippecanoe	
	Hendricks County - OneIndiana	1800	TON	Untreated Salt	Hendricks	
	Putnam County - OneIndiana	1000	TON	Untreated Salt	Putnam	
	Town of Zionsville - OneIndiana	1500	TON	Untreated Salt	Boone	
	Vigo County Highway - OneIndiana	1250	TON	Untreated Salt	Vigo	
	Vigo County Highway - OneIndiana	1250	TON	Untreated Salt	Vigo	18

	Adams County Highway - OneIndiana	170	TON	Untreated Salt	Adams
	City of Angola - OneIndiana	1200	TON	Untreated Salt	Steuben
	City of Auburn - OneIndiana	a 1200 TON na 900 TON clndiana 600 TON na 300 TON na 300 TON na 1000 TON na 1000 TON idiana 350 TON idiana 700 TON idiana 60 TON idiana 300 TON idiana 250 TON idiana 200 TON idiana 200 TON idiana 400 TON ools - K12Indiana 400 TON ools - K12Indiana 400 TON OneIndiana 500 TON OneIndiana 1500 TON OneIndiana 1500 TON OneIndiana 1500 TON OneIndiana 1500 TON idiana 1500 TON idiana 1000	Untreated Salt	DeKalb	
	City of Columbia City - OneIndiana	600	TON	Untreated Salt	Whitley
	City of Garrett - OneIndiana	300	TON	Untreated Salt	DeKalb
	City of Gas City - OneIndiana	50	TON	Untreated Salt	Grant
	City of Goshen - OneIndiana	1000	TON	Untreated Salt	Elkhart
	City of Hartford City - OneIndiana	350	TON	Untreated Salt	Blackford
	City of Huntington - OneIndiana	700	TON	Untreated Salt	Huntington
	City of Jonesboro - OneIndiana	60	TON	Untreated Salt	Grant
	City of Kendallville - OneIndiana	300	TON	Untreated Salt	Noble
	City of Nappanee - OneIndiana	250	TON	Untreated Salt	Elkhart
	City of Peru - OneIndiana	400	TON	Untreated Salt	Miami
	City of Wabash Street - OneIndiana	400	TON	Untreated Salt	Wabash
	City of Warsaw Public Works - OneIndiana	1800	TON	Untreated Salt	Kosciusko
	DeKalb County Central Schools - K12Indiana	40	TON	Untreated Salt	DeKalb
	DeKalb County Highway - OneIndiana	2000	TON	Untreated Salt	DeKalb
	Elkhart County Highway - OneIndiana	500	TON	Untreated Salt	Elkhart
	Elkhart County Highway - OneIndiana	1500	TON	Untreated Salt	Elkhart
Fort Wayne - 20	Elkhart County Highway - OneIndiana	1500	TON	Untreated Salt	Elkhart
	Elkhart County Highway - OneIndiana	1500	TON	Untreated Salt	Elkhart
	Elkhart County Highway - OneIndiana	4000	TON	Untreated Salt	Elkhart
	Huntington County Highway - OneIndiana	1500	TON	Untreated Salt	Huntington
	Kosciusko County - OneIndiana	3000	TON	Untreated Salt	Kosciusko
	Noble County - OneIndiana	1600	TON	Untreated Salt	Noble
	Steuben County Highway - OneIndiana	2000	TON	Untreated Salt	Steuben
	Town of Albion - OneIndiana	150	TON	Untreated Salt	Noble
	Town of Avilla - OneIndiana	100	TON	Untreated Salt	Noble
	Town of Fremont - OneIndiana	100	TON	Untreated Salt	Steuben
	Town of Geneva - OneIndiana	27	TON	Untreated Salt	Adams
	Town of Lagrange - OneIndiana	100	TON	Untreated Salt	LaGrange
	Town of Middlebury - OneIndiana	320	TON	Untreated Salt	Elkhart
	Town of Rome City - OneIndiana	80	TON	Untreated Salt	Noble
	Town of Shipshewana - OneIndiana	120	TON	Untreated Salt	LaGrange
	Town of South Whitley - OneIndiana	100	TON	Untreated Salt	Whitley
	Town of St. Joe - OneIndiana	16	TON	Untreated Salt	DeKalb
	Town of Syracuse - OneIndiana	175	TON	Untreated Salt	Kosciusko
	Whitley County Highway - OneIndiana	1200	TON	Untreated Salt	Whitley
	Ball State University - OneIndiana	200	TON	Untreated Salt	Delaware
	City of Dunkirk - OneIndiana	90	TON	Untreated Salt	Jay
	City of Greenfield Street - OneIndiana	1200	TON	Untreated Salt	Hancock
	City of Kokomo - OneIndiana	4000	TON	Untreated Salt	Howard
	City of Muncie - OneIndiana	4000	TON	Untreated Salt	Delaware
	City of Portland - OneIndiana	400	TON	Untreated Salt	Jay
	City of Rushville Street - OneIndiana	160	TON	Untreated Salt	Rush
	City of Shelbyville Street - OneIndiana	20	TON	Untreated Salt	Shelby
	City of Tipton - OneIndiana	40	TON	Untreated Salt	Tipton
	City of Union City - OneIndiana	80	TON	Untreated Salt	Randolph

30,108

			PT	** • • • •	51	1
	Delaware County Highway - OneIndiana	1500	TON	Untreated Salt	Delaware	
	Howard County - OneIndiana	500	TON	Untreated Salt	Howard	
	Indianapolis Airport Authority - OneIndiana	200	TON	Untreated Salt	Marion	
	Indianapolis Airport Authority - OneIndiana	2000	TON	Untreated Salt	Hendricks	
	Jay County Highway - OneIndiana	520	TON	Untreated Salt	Jay	
	Madison County - OneIndiana	700	TON	Untreated Salt	Madison	
	Randolph County - OneIndiana	500	TON	Untreated Salt	Randolph	
	Town of Fairmount - OneIndiana	30	TON	Untreated Salt	Grant	
	Wayne County Highway - OneIndiana	600	TON	Untreated Salt	Wayne	
	Carroll County Highway - OneIndiana	600	TON	Untreated Salt	Carroll	
	Cass County Highway - OneIndiana	1400	TON	Untreated Salt	Cass	
	City of Delphi - OneIndiana	125	TON	Untreated Salt	Carroll	
	City of Hobart - OneIndiana	2800	TON	Untreated Salt	Lake	
	City of Knox - OneIndiana	200	TON	Untreated Salt	Starke	
	City of LaPorte - OneIndiana	2000	TON	Untreated Salt	LaPorte	
	City of Logansport - OneIndiana	600	TON	Untreated Salt	Cass	
	City of Michigan City - OneIndiana	5400	TON	Untreated Salt	La Porte	
	City of Monticello - OneIndiana	100	TON	Untreated Salt	White	
	City of Plymouth Street - OneIndiana	1200	TON	Untreated Salt	Marshall	
	City of Portage - OneIndiana	4000	TON	Untreated Salt	Porter	
	City of South Bend - OneIndiana	7000	TON	Untreated Salt	St. Joseph	
	City of Valparaiso - OneIndiana	4500	TON	Untreated Salt	Porter	
	Duneland School Corporation - OneIndiana	150	TON	Untreated Salt	Porter	
	Fulton County Highway - OneIndiana	600	TON	Untreated Salt	Fulton	
	Jasper County Highway - OneIndiana	800	TON	Untreated Salt	Jasper	
	Lake Central School Corporation - K12Indiana	300	TON	Untreated Salt	Lake	
	Lake County Highway - OneIndiana	2000	TON	Untreated Salt	Lake	
	Lake County Highway - OneIndiana	4000	TON	Untreated Salt	Lake	
	LaPorte County - OneIndiana	4000	TON	Untreated Salt	LaPorte	
	Marshall County Highway - OneIndiana	2000	TON	Untreated Salt	Marshall	
	Portage Township Schools - K12Indiana	200	TON	Untreated Salt	Porter	
	Porter County Highway - OneIndiana	1000	TON	Untreated Salt	Porter	
	Porter County Highway - OneIndiana	1000	TON	Untreated Salt	Porter	
	Porter County Highway - OneIndiana	5000	TON	Untreated Salt	Porter	
	Pulaski County - OneIndiana	300	TON	Untreated Salt	Pulaski	
La Porte - 40	St. Joseph County Highway - OneIndiana	250	TON	Untreated Salt	St. Joseph	
	St. Joseph County Highway - OneIndiana	250	TON	Untreated Salt	St. Joseph	
	St. Joseph County Highway - OneIndiana	1250	TON	Untreated Salt	St. Joseph	
	St. Joseph County Highway - OneIndiana	1500	TON	Untreated Salt	St. Joseph	
	St. Joseph County Highway - OneIndiana	1500	TON	Untreated Salt	St. Joseph	
	St. Joseph County Highway - OneIndiana	2000	TON	Untreated Salt	St. Joseph	
	St. Joseph County Highway - OneIndiana	2250	TON	Untreated Salt	St. Joseph	
	Starke County Highway Department - OneIndiana	1500	TON	Untreated Salt	Starke	
	Town of Bourbon - OneIndiana	120	TON	Untreated Salt	Marshall	
	Town of Bremen - OneIndiana	175	TON	Untreated Salt	Marshall	
	Town of Chesterton Street - OneIndiana	1500	TON	Untreated Salt	Porter	
	Town of Flora - OneIndiana	80	TON	Untreated Salt	Carroll	
	Town of Griffith - OneIndiana	3000	TON	Untreated Salt	Lake	

16,740

	Town of Hebron - OneIndiana	120	TON	Untreated Salt	Porter	
	Town of Highland - OneIndiana	2500	TON	Untreated Salt	Lake	
	Town of Lowell - OneIndiana	800	TON	Untreated Salt	Lake	
	Town of Merrillville - OneIndiana	2800	TON	Untreated Salt	Lake	
	Town of New Carlisle - OneIndiana	200	TON	Untreated Salt	St. Joseph	
	Town of North Judson - OneIndiana	120	TON	Untreated Salt	Starke	
	Town Of Porter - OneIndiana	1200	TON	Untreated Salt	Porter	
	Town of Schererville - OneIndiana	100	TON	Untreated Salt	Lake	
	Town of Schererville - OneIndiana	1900	TON	Untreated Salt	Lake	
	Town of Walkerton Water - OneIndiana	125	TON	Untreated Salt	St. Joseph	
	Town of Walkerton Water - OneIndiana	125	TON	Untreated Salt	St. Joseph	
	Tri-Creek School Corporation - K12Indiana	200	TON	Untreated Salt	Lake	
	Valparaiso Community Schools	50	TON	Untreated Salt	Porter	
	White County Highway - OneIndiana	1000	TON	Untreated Salt	White	77,89
	Bartholomew County Highway - OneIndiana	4000	TON	Untreated Salt	Bartholomew	
	Center Grove Comm School Corp - K12Indiana	150	TON	Untreated Salt	Johnson	1
	City of Madison - OneIndiana	400	TON	Untreated Salt	Jefferson	1
	City of Seymour - OneIndiana	400	TON	Untreated Salt	Jackson	1
	Cordy-Sweetwater Conservancy District	200	TON	Untreated Salt	Johnson	
	Floyd County Road - OneIndiana	1500	TON	Untreated Salt	Floyd	
	Harrison County Highway - OneIndiana	1000	TON	Untreated Salt	Harrison	
	Jackson County Highway - OneIndiana	1000	TON	Untreated Salt	Jackson	
	Jefferson County Highway - OneIndiana	120	TON	Untreated Salt	Jefferson	
Seymour - 50	Johnson County Highway Department - OneIndiana	2900	TON	Untreated Salt	Johnson	
	Lawrenceburg Community School Corp - OneIndiana	20	TON	Untreated Salt	Dearborn	
	Monroe County Highway - OneIndiana	2000	TON	Untreated Salt	Monroe	
	Morgan County Highway - OneIndiana	1600	TON	Untreated Salt	Morgan	
	Ripley County - OneIndiana	950	TON	Untreated Salt	Ripley	
	Town of Edinburgh - OneIndiana	300	TON	Untreated Salt	Johnson	
	Town of Hanover - OneIndiana	80	TON	Untreated Salt	Jefferson	
	Town of Milltown - OneIndiana	75	TON	Untreated Salt	Crawford	
	Town of Nashville - OneIndiana	40	TON	Untreated Salt	Brown	
	Town of New Whiteland - OneIndiana	100	TON	Untreated Salt	Johnson	16,83
	City of Evansville-Vanderburgh County - OneIndiana	3500	TON	Untreated Salt	Vanderburgh	,
	City of Huntingburg Street - OneIndiana	120	TON	Untreated Salt	Dubois	
	City of Jasper - OneIndiana	400	TON	Untreated Salt	Dubois	
	City of Jasper Street - OneIndiana	400	TON	Untreated Salt	Dubois	
	City of Vincennes - OneIndiana	500	TON	Untreated Salt	Knox	
	Daviess County Highway - OneIndiana	50	TON	Untreated Salt	Daviess	
	Daviess County Highway - OneIndiana	150	TON	Untreated Salt	Daviess	
Vincennes - 60	Dubois County - OneIndiana	350	TON	Untreated Salt	Dubois	
	Perry County Highway - OneIndiana	300	TON	Untreated Salt	Perry	
	Town of Bloomfield - OneIndiana	40	TON	Untreated Salt	Greene	
	Town of Darmstadt - OneIndiana	50	TON	Untreated Salt	Vanderburgh	
	Town of Ferdinand - OneIndiana	20	TON	Untreated Salt	Dubois	
	University of Southern Indiana - OneIndiana	200	TON	Untreated Salt	Vanderburgh	
	Vanderburgh County Highway - OneIndiana	2000	TON	Untreated Salt	Vanderburgh	

Warrick County Highway - OneIndiana	1100	TON	Untreated Salt	Warrick	9,180
					TOTAL LOCALS'

UNTREATED TONS
169,618

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Example Note	Quality Socket Societ Microso	But Bustyles	had begins that	Las Pers Perl	N.S. PRINT PROFES	Relies Balant	financi Nora	Refere To Garging Name Bullet	Read Balance	Barris Subay	the Name of Street	Res Side Sa	Bolice & Society	Provi Santa	Refer V. Nau
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To Appendix Robbie	a 14	Taxand Mill 19		75.0	Samaan - M	Wanth -	partness.	Reading the Resident Station		began .	e.	-	Patron .	11 AC 11	Minute Approximate Providence of Wood Dig track (pp) Advant With Low 2010 Bill 100 WHAT Novak, Statistic, Dis advant Advant, Minute August
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2019/2020 INDOT Sub-District Breakout

INDOT DISTRICT	INDOT SUB-DISTRICT	ESTIMATED TONS BY SUB-DISTRICT (Untreated Salt)	ESTIMATED TONS BY SUB-DISTRICT (Treated Salt)
	Crawfordsville	16,788	0
	West Lafayette	16,285	3,000
Crawfordsville	Frankfort	15,798	1,500
	Terre Haute	11,053	0
	Cloverdale	17,734	0
Crawford	sville Total	77,658	4,500
	Elkhart	14,000	0
Fort Wayne	Fort Wayne	26,000	0
Port wayne	Wabash	11,200	0
	Bluffton	13,800	0
Fort Wa	yne Total	65,000	0
	Cambridge City	11,577	0
	Albany	7,381	0
Greenfield	Indianapolis	13,954	0
	Greenfield	8,515	0
	Tipton	9,573	0
Greenfi	eld Total	51,000	0
		·	• •
	Gary	24,400	0
	LaPorte	20,200	0
LaPorte	Monticello	9,200	0
	Rensselaer	10,000	0
	Plymouth	15,000	0
LaPor	te Total	78,800	0
	Aurora	6,363	0
	Bloomington	11,817	0
Seymour	Columbus	7,575	0
Seymour	Falls City	6,060	0
	Madison	8,080	0
	District	605	0
Seymo	ur Total	40,500	0
	Linton	3,880	0
	Evansville	840	0
Vincennes	Paoli	4,920	0
	Tell City	5,040	0
	Vincennes	9,320	0
Vincent	nes Total	24,000	0
		ESTIMATED TONS	ESTIMATED TONS

Grand Totals	ESTIMATED TONS (Untreated Salt)	ESTIMATED TONS (Treated Salt)	
	336,958	4,500	

2019/2020 INDOT STORAGE CAPACITIES & EARLY STORAGE REQUIREMENTS

	CRAWFORDSVILLE DISTRICT						
DISTRICT LOCATION	UNIT OR STOCK NO	SEASONAL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Treated Salt)	SEASONAL STORAGE REQUIREMENTS (Treated Salt)		
	1201 C-ville	3,697	2179	0	0		
Crawfordsville Sub	1202 Bloomingdale	2,376	1215	0	0		
Grawfordsville oub	1203 Newport	1,699	1161	0	0		
	1204 Veedersburg	2,478	1,983	0	0		
	Subtotal	10,250	6,538	0	0		
	1300 West Lafayette	1,060	802	0	3,000		
	1301 Fowler	2,597	2,902	0	0		
West Lafayette Sub	1302 Carbondale	2,088	695	0	0		
	1303 Lafayette	2,955	3,186	0	0		
	Pile 1 Remmington	0	0	0	0		
	Subtotal	8,700	7,585	0	3,000		
	1401 Frankfort	3,832	3,853	0	0		
Frankfort Sub	1402 Lebanon	2,570	2,763	0	1,500		
	1403 Romney	1,448	1,332	0	0		
	Subtotal	7,850	7,948	0	1,500		
	1101 T.HI-70	2,321	3,013	0	0		
Terre Haute Sub	1102 Ashboro	1,906	1,019	0	0		
	1103 T.HFt. Harrison Rd	1,778	1,016	0	0		
	Subtotal	6,005	5,048	0	0		
	1501 Cloverdale	2,795	478	0	0		
Cloverdale Sub	1502 Bainbridge	2,407	4,068	0	0		
Sitteraule cab	1503 Lizton	2,452	1,398	0	0		
	1504 Plainfield	2,396	1,740	0	0		
	Subtotal	10,050	7,684	0	0		
CRAWFORDSV	VILLE DISTRICT TOTAL	42,855	34,803	0	4,500		

	FORT WAYNE DISTRICT						
DISTRICT LOCATION	UNIT OR STOCK NO	SEASONAL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Treated Salt)	SEASONAL STORAGE REQUIREMENTS (Treated Salt)		
	2201 Elkhart	5,000	0	0	0		
	2202 New Paris		0	0	0		

Elkhart Sub	2203 Warsaw	3,000	0	0	0
	2204 Brimfield	3,000	0	0	0
	2205 Shipshewana	3,000	0	0	0
	Subtotal	14,000	0	0	0
	2301 Fort Wayne	6,000	5,000	0	0
	2302 US 27 South	3,000	1,000	0	0
Fort Wayne Sub	2303 New Haven	5,000	0	0	0
Fort wayne Sub	2304 Angola	3,000	0	0	0
	2305 Waterloo	3,000	0	0	0
	2306 Orland	0	0	0	0
	Subtotal		6,000	0	0
	2501 Wabash	3,000	0	0	0
Wabash Sub	2502 Peru	3,000	1,500	0	0
	2504 Laud	3,000	700	0	0
	Subtotal	9,000	2,200	0	0
	2601 Bluffton	3,000	0	0	0
Bluffton Sub	2602 Markle	3,000	0	0	0
Diunton Sub	2603 Monroe	3,000	800	0	0
	2604 Gas City	3,000	1,000	0	0
	Subtotal	12,000	1,800	0	0
FORT W	VAYNE DISTRICT TOTAL	55,000	10,000	0	0

	GREENFIELD DISTRICT							
DISTRICT LOCATION	UNIT OR STOCK NO	SEASONAL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Treated Salt)	SEASONAL STORAGE REQUIREMENTS (Treated Salt)			
	3301 Richmond	2,210	1,425	0	0			
Cambridge City	3302 Cambridge City	3,250	1,850	0	0			
Callibridge City	3303 New Castle	1,105	725	0	0			
	3304 Liberty	572	440	0	0			
	Subtotal	7,137	4,440	0	0			
	3600 Albany Sub	0	0	0	0			
	3601 Muncie	1,000	722	0	0			
Albany Sub	3603 Albany Unit	372	357	0	0			
	3604 Winchester	1,750	1,520	0	0			
	3605 Alexandria	1,450	210	0	0			
	Subtotal	4,572	2,809	0	0			
	3101 Brookville	2,050	1,560	0	0			
	3102 Tibbs	0	0	0	0			

Indianapolis Sub	3103 71st St.	1,950	1,261	0	0
	3104 65th St.	1,950	1,476	0	0
	3105 Madison/Mor	1,950	1,757	0	0
	Subtotal	7,900	6,054	0	0
	3201 Greenfield	1,250	1,020	0	0
Greenfield Sub	3202 Anderson	1,760	1,811	0	0
Oreclinicia Sub	3203 Rushville	875	688	0	0
	3204 Shelbyville	675	436	0	0
	Subtotal	4,560	3,955	0	0
	3501 Tipton	1,600	1,210	0	0
Tipton Sub	3502 Kokomo	372	196	0	0
ripton Sub	3503 Westfield	1,409	636	0	0
	3504 Fortville	2,450	1,700	0	0
	Subtotal	5,831	3,742	0	0
GREEN	VFIELD DISTRICT TOTAL	30,000	21,000	0	0

	LAPORTE DISTRICT						
DISTRICT LOCATION	UNIT OR STOCK NO	SEASONAL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Treated Salt)	SEASONAL STORAGE REQUIREMENTS (Treated Salt)		
	4701 Crown Point	4,700	2,500	0	0		
Gary Sub	4702 Miller	5,000	0	0	0		
Gury Gub	4703 Gary	4,700	2,500	0	0		
	4106 Chesterton	5,000	0	0	0		
	Subtotal	19,400	5,000	0	0		
	4101 LaPorte	4,000	2,000	0	0		
LaPorte	4103 Mich. City	5,400	0	0	0		
	4104 Wanatah	3,500	2,000	0	0		
	Pile 2 South Bend	2,300	1,000	0	0		
	Subtotal	15,200	5,000	0	0		
	4201 Monticello	2,000	0	0	0		
Monticello	4202 Logansport	3,000	0	0	0		
Wonteeno	4203 Flora	1,000	0	0	0		
	Winamac	2,200	1,000	0	0		
Subtotal		8,200	1,000	0	0		
	Rennsselaer	4,000	0	0	0		
Rensselaer Sub	Roselawn	2,000	1,000	0	0		
	Kentland	1,000	0	0	0		
	Medaryville	1,000	1,000	0	0		

	Subtotal	8,000	2,000	0	0
Plymouth Sub	4301 Plymouth	7,000	0	0	0
	4602 Rochester	2,000	1,000	0	0
	Mishawaka	4,000	1,000	0	0
Subtotal		13,000	2,000	0	0
LAPORTE DISTRICT TOTAL		63,800	15,000	0	0

	SEYMOUR DISTRICT						
DISTRICT LOCATION	UNIT OR STOCK NO	SEASONAL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Treated Salt)	SEASONAL STORAGE REQUIREMENTS (Treated Salt)		
	5101 Penntown	1,100	200	0	0		
	5102 Aberdeen	1,100	200	0	0		
Aurora Sub	5103 Aurora	1,100	221	0	0		
	5104 Brookville	1,000	200	0	0		
	5105 Versailles	1,042	200	0	0		
	Subtotal	5,342	1,021	0	0		
	5201 Spencer	1,984	350	0	0		
	5202 Martinsville	1,984	350	0	0		
Bloomington Sub	5203 Bloomington	1,984	497	0	0		
	5204 BeanBlossm	1,984	350	0	0		
	5205 Brownstown	1,984	350	0	0		
	Subtotal	9,920	1,897	0	0		
	5301 Greensburg	2,120	416	0	0		
Columbus Sub	5302 Amity	2,119	400	0	0		
	5303 Columbus	2,120	400	0	0		
	Subtotal	6,359	1,216	0	0		
Falls City Sub	5402 Sellersburg	2,544	523	0	0		
Tails City Sub	5403 Corydon	2,543	450	0	0		
	Subtotal	5,087	973	0	0		
	5501 Madison	1,696	397	0	0		
Madison Sub	5502 No. Vernon	1,696	300	0	0		
	5504 Scottsburg	1,696	300	0	0		
	5505 Salem	1,695	300	0	0		
	Subtotal		1,297	0	0		
Seymour District	185 Agrico Lane 47274	509	96	0	0		
	Subtotal	509	96	0	0		
SEYN	MOUR DISTRICT TOTAL	34,000	6,500	0	0		

		VINCENNES I	DISTRICT		
DISTRICT LOCATION	UNIT OR STOCK NO	SEASONAL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Untreated Salt)	EARLY FILL STORAGE REQUIREMENTS (Treated Salt)	SEASONAL STORAGE REQUIREMENTS (Treated Salt)
	6101 Linton	660	660	0	0
Linton Sub	6102 Crane	460	460	0	0
	6103 Sullivan	820	820	0	0
	Subtotal	1,940	1,940	0	0
	6301 Eville Addison	120	120	0	0
Evansville Sub	6302 Eville Boyle	160	160	0	0
2,010,110,000	6303 Poseyville	140	140	0	0
	6304 Chandler	0	0	0	0
	Subtotal	420	420	0	0
	6401 Paoli	1,260	1,260	0	0
Paoli Sub	6402 Shoals	0	0	0	0
	6403 Bedford	760	760	0	0
	6404 Jasper	440	440	0	0
	Subtotal	2,460	2,460	0	0
	6501 Grantsburg	0	0	0	0
	6502 Derby	180	180	0	0
Tell City Sub	6503 Birdseye	780	780	0	0
	6504 Dale	780	780	0	0
	6505 Chrisney	780	780	0	0
	Subtotal	2,520	2,520	0	0
	6601 Petersburg	1,360	1,360	0	0
Vincennes Sub	6602 Vincennes	1,000	1,000	0	0
vincennes Sub	6603 Washington	980	980	0	0
	6402 Loogootee 6604 Princeton	660 660	660 660	0	0
	Subtotal			`	0
VINCE	NNES DISTRICT TOTAL	4,660 12,000	4,660 12,000	0	0
VINCE	ININES DISTRICT TOTAL	12,000	12,000	0	0

	INDOT TOTALS	UNTREATED	UNTREATED	TREATED SALT	TREATED SALT
		SALT SEASONAL	SALT EARLY FILL	EARLY FILL	SEASONAL TOTAL
		TOTAL	TOTAL	TOTAL TONS	TONS
		237,655	99,303	0	4,500

INDOT Facility Addresses					
Site Code	Facility	Address	City-State Zip	Phone Number	
10401	Fowler Unit	600 S Grant Ave	Fowler IN 47944-1638	765-884-1501	
10601	Lebanon Unit	2637 N State Road 52	Lebanon IN 46052	765-482-1240	
11101	Ashboro Unit	179 N. SR-59	Centerpoint IN 47840	812-835-4493	
11201	Frankfort Subdistrict & Unit	1675 W State Road 28	Frankfort IN 46041-6999	765-659-3360	
12301	Veedersburg Unit	201 S Sterling Ave	Veedersburg IN 47987	765-294-2241	
13201	Lizton Unit	I 74 and State Road 39	Lizton IN 46149	317-994-5397	
13202	Plainfield Unit	1000 S Center St	Plainfield IN 46168	317-839-0189	
15401	Crawfordsville District Complex	41 W CR 300N	Crawfordsville IN 47933-9088	765-361-5200	
16101	Bloomingdale Unit	3422 N US Highway 41	Bloomingdale IN 47832	765-498-3653	
16701	Cloverdale Subdistrict	10 N High Street	Cloverdale IN 46120-0749	765-795-6825	
16702	Bainbridge Unit	1558 W US Highway 36	Bainbridge IN 46105	765-498-3653	
17902	Romney Unit	12800 US Highway 231 S	Romney IN 47981	765-538-3711	
17903	Lafayette Unit	5110 St. Rd. 43 N	West Lafayette IN 47906	765-463-4403	
18301	Newport Unit	990 S. Old SR-63	Hilldale IN 47854	765-492-3536	
18401	Terre Haute Subdistrict Complex	5693 E Sony Dr	Terre Haute IN 47801-0006	812-232-1176	
18402	Fort Harrison Unit	2900 Ft. Harrison Rd.	Terre Haute IN 47805	812-466-4261	
	West Lafayette Subdistrict	2319 U.S. 231	West Lafayette IN 47906	765-743-3253	
18601	Carbondale Unit	1538 W. 200N	Williamsport IN 47993	765-762-6020	
	Remington/S.R. 24 Dome	NE Quadrant of I-65/S.R. 24	Remington, IN 47977	N/A	
20101	Monroe Unit	RR 1 CR 100 W	Monroe IN 46772	260-692-6324	
20201	Fort Wayne District Complex	5333 Hatfield Rd	Fort Wayne IN 46808-1042	260-484-9541	
20202	New Haven Unit	2111 McConnel Rd	New Haven IN 46774	260-749-8612	
20203	US27 South Unit & Test Lab	10422 US27 South	Fort Wayne IN 46816	260-447-6746	
21701	Waterloo Unit	3407 US 6	Waterloo IN 46793	260-837-8491	
22001	Elkhart Subdistrict	58905 County Road 9	Elkhart IN 46517-9531	574-294-3178	
22002	New Paris Unit	21335 US 6	New Paris IN 46553	574-831-4267 vacant	
22701	Gas City Unit	5291 East 500 South	Gas City IN 46953	765-674-1461	
23501	Markle Unit	555 Harrison Street	Markle IN 46770	N/A VACANT	
24301	Warsaw Subdistrict	2790 Fox Farm Rd	Warsaw IN 46582-6545	574-267-6847	
24401	Shipshewana Unit	CR 675 W	Shipshewana IN 46565	260-768-4597	
25201	Peru Unit	2892 W 200 N	Peru IN 46970	260-768-4597	
25701	Brimfield Unit	0507 East US 6	Wawaka, IN 46720	260-636-7445	
27601	Angola Subdistrict	315 S Gerald Lett Ave	Angola IN 46703-2177	260-665-9507	
27603	Orland Unit & Testing Lab	SR 327	Orland, IN 46776	260-668-3929	
28501	Wabash Subdistrict & Testing Lab	1178 Manchester Ave	Wabash IN 46992-1637	260-563-0682	
28503	North Manchester Unit	11758 N SR 13	North Manchester 46962	SOLD	
29001	Bluffton Subdistrict	2800 W State Road 124	Bluffton IN 46716-9745	260-694-6383	
29201	Laud Unit	5631 SR 9	Columbia City IN 46725	260-396-2929	
31801	Muncie Unit	5400 N Old SR 3N	Muncie IN 47302	765-289-2652	
32901	Westfield Unit	651 SR 32 West	Westfield IN 46074-6849	317-896-2240	
33001	Greenfield District Complex	32 S Broadway St	Greenfield IN 46140-2227	317-462-7751	
33301	New Castle Unit	3906 S SR 3	New Castle IN 47362	765-529-6520	
33401	Kokomo Unit	3814 E 00 North South	Kokomo IN 46901-6649	765-457-7909	
33801	Portland Unit	12239 W State Road 28	Albany IN 47320-9317	765-789-4178	
34801	Anderson Unit	6536 Columbus Ave	Anderson IN 48013-3433	765-683-1097	
34802	Alexandria Unit	76 E SR 28,	Alexandria IN 46001	765-724-7491	
34803	Fortville Unit	7400 S SR 13	Pendleton IN 46064	317-485-6628	
34901	Indianapolis Subdistrict	7105 Brookville Rd	Indianapolis IN 46239	317-356-2412	
34906	71st Street Unit	7160 Lafayette Rd	Indianapolis IN 46278	317-297-0962	
34907	65th Street Unit	5350 E 65th St	Indianapolis IN 46220	317-849-1436	
34908	Madison & Morris Unit	1040 S Madison Ave	Indianapolis IN 46225	317-634-1987	
36801	Albany Subdistrict	12239 W State Road 28	Albany IN 47320-9317	765-789-4178	
36802	Winchester Unit	101 Inks Dr (SR 32)	Winchester IN 47394	765-584-5541	
37001	Rushville Unit	2123 W SR 44	Rushville IN 46173	765-932-2636	
37301	Shelbyville Unit Texton Subdistrict	76 Rampart St 2152 W. State Read 28	Shelbyville IN 46176	317-398-7647	
38001	Tipton Subdistrict	2152 W State Road 28	Tipton IN 46062-8209	765-675-7402	
38101	Liberty Unit	4902 W SR 44	Liberty IN 47353	765-458-5771	
	Centerville Subdistrict	5247 W US Highway 40	Centerville IN 47330-9785	N/A	
38901			Cambridge City IN 47327	765-334-8168	
38902	Cambridge City Subdistrict Site	1241 S SR 1	Contail C' DI 17007	NT / A	
38902 38903	Cambridge City Unit	14178 Frontage Rd	Cambridge City IN 47327	N/A	
38902 38903 38904	Cambridge City Unit Richmond Unit	14178 Frontage Rd 2790 Salisbury Rd	Richmond IN 47374	765-962-2166	
38902 38903 38904 40801	Cambridge City Unit Richmond Unit Monticello Subdistrict	14178 Frontage Rd 2790 Salisbury Rd 12209 N 1200 W	Richmond IN 47374 Monticello IN 47960-2789	765-962-2166 574-583-4173	
38902 38903 38904	Cambridge City Unit Richmond Unit	14178 Frontage Rd 2790 Salisbury Rd	Richmond IN 47374	765-962-2166	

43701	Rensselaer Subdistrict	1130 E Maple St	Rensselaer IN 47978	219-866-5820
43702	Roselawn Unit	9958 N. 600 East	Roselawn IN 46372	219-345-4400
44501	Gary Subdistrict	7601 Melton Rd	Gary IN 46404	219-939-3901
44502	Gary (West) Unit	7306 W. 15 th Ave.	Gary IN 46404	219-949-7867
44503	Crown Point Unit	1717 E. 129 th St.	Crown Point IN 46307	219-663-5084
44601	LaPorte District Complex	315 E Boyd Ave	LaPorte IN 46350-6734	219-362-6125
44602	Michigan City Unit	6100 E. Michigan Blvd.	Michigan City IN 46360	219-874-8944
44603	Wanatah Unit	10621 W. US 30	Wanatah IN 46390	219-733-0303
45001	Plymouth Subdistrict	2845 Jack Greenlee Dr	Plymouth IN 46563-8420	574-914-0544
45601	Kentland Unit	12788 S. US 41	Kentland IN 47951	574-866-5820
46401	Chesterton Unit	142 E. US 20	Chesterton IN 46304	219-926-7301
46601	Winamac Unit	1651 N US35	Winamac IN 46996	574-946-3567
46602	Medaryville Unit	15028 N. 600 East	Medaryville IN 47957	219-843-8262
10002	South Bend	55650 Mayflower Rd.	South Bend IN 46619	217 010 0202
47101	Mishawaka Unit	915 S Beiger St	Mishawaka IN 46544	574-259-1162
50301	Columbus Subdistrict & Columbus Unit	3545 Two Milehouse RD	Columbus IN 47201-9242	812-372-7837 812-525-8965
50701	Beanblossom Salt Building	6751 N SR135	Bean Blossom, IN 46160	812-216-3582
30701	Beatibiossofii Sait Building	0/51 IN SR155	Bean Biossoni, in 40100	812-282-7493
50001	Falls City Subdistrict & Sellersburg Unit	5701 US 31	Clarksville IN 47129-9243	812-528-1474
50501	Aurora Subdistrict & Aurora Unit	10995 Marsh Road	Aurora IN 47001-9132	513-623-7638
50602	Greensburg Unit	2499 North Cleo Lane	Greensburg 47240	812-569-0901
50401	Brookville Unit	540 E. Ninth ST	Brookville 47012	812-530-0932
50101	Corydon Unit	3180 Harrison Way NW	Corydon IN 47112	812-528-1488
50601	Seymour District Complex	185 Agrico Ln	Seymour IN 47240-4055	812-524-3709
50602	Brownstown OLD DOME	317 N SR. 135	Brownstown 47220	812-528-0148
50602	Brownstown Unit, Salt Building	700 N. Main Street	Brownstown 47220	812-528-0148
50901	Madison Subdistrict JPG & Madison Unit	1875 JPG Woodfil Rd	Madison IN 47250-9741	812-574-4368 812-528-1511
50902	North Vernon Unit	2900 N. ST.Hwy 3	North Vernon 47265	812-528-1463
50001	Amity Unit	4511 S Hwy 31	Amity 47131	812-528-1466
50301	Bloomington Subdistrict and Bloomington Unit	2965 Prow Rd	Bloomington IN 47404-1603	812-332-1411 812-528-1441
	Bloomington I69 O&M	6580 Connaught Road	Bloomington IN 47404-1603	812-332-1411
50501	Martinsville Unit	1188 Lenvoil Rd	Martinsville 46151	812-216-3582
50801	Aberdeen Unit	9057 Aberdeen Road	Rising Sun 47040	513-623-7638
50001	Spencer Unit	2201 E St Rd 46	Spencer 47460	812-528-1441
50901	Penntown Unit	14209 Rosefelt Rd	Sunman 47041	812-569-2876
50902	Versailles Unit	1905 S US 421	Versailles 47042	812-216-9651
50201	Scottsburg Unit	1601 W Mcclain Ave	Scottsburg 47170	812-216-9822
50801	Salem Unit	4780 W State Road 60	Salem IN 47167	812-972-0453
60401	Washington Unit	914 Hwy 57 S	Washington IN 47501	812-254-0047
60901	Jasper Unit	1967 SR 162	Jasper IN 47546	812-482-3422
60601	Princeton Unit & 210 Lot	3210 W Broadway	Princeton IN 47670	
60801	Linton Subdistrict	6161 12th St SE	Linton IN 47441	812-847-2246
62802	Crane Unit	13573 E 1700 N	Newberry, In 47449	812-863-2670
64201	Vincennes District Complex	3650 S US Highway 41	Vincennes IN 47591-9443	1-800-279-5758
64701	Bedford Unit	1415 Bundy LN	Bedford IN 47421	812-279-1340
65101	Loogootee Unit	446 N 1250 E	Loogootee, IN 47553	812-2954877
65901	Paoli Subdistrict	1222 N Greenbriar	Paoli IN 47454-8811	812-203-2005
66201	Tell City Subdistrict	15077 Old State Road 37	Tell City IN 47586-8624	812-836-2112
66202	Derby Unit	15114 Old SR 37	Tell City IN 47586	812-836-2748
66203	Birdseye Unit	26900 SR 145	Siberia In 47515	812-357-7508
66301	Petersburg Unit	1120 North Vincennes Ave	Petersburg IN 47567	812-354-9631
66501	Poseyville Unit	10 N Walnut	Poseyville IN 47633	812-8743400
67401	Dale Unit Site & Testing Lab	21235 N US Highway 231	Dale IN 47523	812-937-4481
67402	Chrisney Unit	823 N Main	Chrisney IN 47611	812362-7778
67701	Sullivan Unit	810 Frakes Street	Sullivan IN 47882	812-268-3292
68201	Evansville Subdistrict	16601 N Boyle Ln	Evansville IN 47725-8522	812-867-9017
68202	Evansville Extra Unit & Test Lab	3200 Marion Ave	Evansville IN 47712	812-424-3421
				812-925-3736

STATE OF INDIANA



DEPARTMENT OF ADMINISTRATION

Procurement Division 402 W Washington Street, Room W468 Indianapolis, Indiana 46204 317 / 232-3053

Award Recommendation Letter

Date:	May 10, 2019
То:	Erin Kellam, Deputy Commissioner
From:	Eric Klinefelter, Director of Account Management and Sourcing Operations Indiana Department of Administration
Subject:	Recommendation for Award of Negotiated Bid ASA-19-086 Road Salt for INDOT, Other State Agencies, and Local Government Entities

Total Estimated Value of Awards: \$56,367,079.46

Based on the State's evaluation of bids received for <u>ASA-19-086</u>, **Cargill Inc., Compass Minerals America, Inc., Detroit Salt Company LLC, and Morton Salt, Inc.** are recommended for a split award to provide Road Salt for <u>INDOT</u>, <u>Other</u> <u>State Agencies and Local Government Entities</u> by the salt types, districts, and entities specified below. Terms of the award recommendation are outlined in this letter.

TREATED SALT

Line Items	INDOT District	Entity Type	Recommended Bidder
1-3	Crawfordsville District	INDOT and Other State Agencies	Cargill Inc.
4-5	Crawfordsville District	Local Government Entities	Cargill, Inc.
6-8	Fort Wayne District	INDOT and Other State Agencies	N/A – No Services Requested in this Area
9-10	Fort Wayne District	Local Government Entities	Cargill, Inc.
11-13	Greenfield District	INDOT and Other State Agencies	Cargill, Inc.
14-15	Greenfield District	Local Government Entities	Cargill, Inc.
16-18	LaPorte District	INDOT and Other State Agencies	N/A – No Services Requested in this Area
19-20	LaPorte District	Local Government Entities	Cargill, Inc.
21-23	Seymour District	INDOT and Other State Agencies	Cargill, Inc.
24-25	Seymour District	Local Government Entities	Cargill, Inc.
26-28	Vincennes District	INDOT and Other State Agencies	Cargill, Inc.
29-30	Vincennes District	Local Government Entities	Cargill, Inc.

UNTREATED SALT

Line Items	INDOT District	Entity Type	Recommended Bidder		
31-33	Crawfordsville District	INDOT and Other State Agencies	Compass Minerals America		
34-35	Crawfordsville District	Local Government Entities	Compass Minerals America		
36-38	Fort Wayne District	INDOT and Other State Agencies	Detroit Salt Company		
39-40	Fort Wayne District	Local Government Entities	Detroit Salt Company		
41-43	Greenfield District	INDOT and Other State Agencies	Compass Minerals America		
44-45	Greenfield District Local Government Entities		Cargill, Inc.		
46-48	LaPorte District	INDOT and Other State Agencies	Morton Salt		
49-50	LaPorte District	Local Government Entities	Morton Salt		
51-53	Seymour District	INDOT and Other State Agencies	Morton Salt		
54-55	Seymour District	eymour District Local Government Entities Compass Minerals America			
56-58	Vincennes District	INDOT and Other State Agencies	Compass Minerals America		
59-60	Vincennes District	Local Government Entities	Compass Minerals America		

ASA-19-086 requested the items listed below.

TREATED SALT

Line Item	INDOT District	Entity	Commitment Range	2019/2020 Early Fill Quantity (100%)	2019/2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method
1						TON	Delivered
2		INDOT & Other State Agencies	80%-120%	0	4,655	TON	Delivered & Loaded
3	10-Crawfordsville					TON	Pick Up
4		Local Governmental Entities	80%-120%	0	17,370	TON	Delivered
5				_	,	TON	Pick Up
6						TON	Delivered
7		INDOT & Other State Agencies	80%-120%	0	0	TON	Delivered & Loaded
8	20-Fort Wayne					TON	Pick Up
9		Local Governmental Entities	80%-120%	0	2.640	TON	Delivered
10				_		TON	Pick Up
11						TON	Delivered
12		INDOT & Other State Agencies	80%-120% 0	0	0 12,315	TON	Delivered & Loaded
13	30-Greenfield					TON	Pick Up
14		Local Governmental Entities	80%-120%	0	49,840	TON	Delivered
15	15					TON	Pick Up
16				0	o	TON	Delivered
17		INDOT & Other State Agencies	80%-120%			TON	Delivered & Loaded
18						TON	Pick Up
19		Local Governmental Entities	80%-120%	0	32,310	TON	Delivered
20				_		TON	Pick Up
		· · · · · ·					
21					200	TON	Delivered
22	50.0	INDOT & Other State Agencies	80%-120%	0		TON	Delivered & Loaded
23	50-Seymour					TON	Pick Up
24		Local Governmental Entities	80%-120%	0		TON	Delivered
25						TON	Pick Up
						7011	
26	-					TON	Delivered
27		INDOT & Other State Agencies	80%-120%	0	25	TON	Delivered & Loaded
28	60-Vincennes					TON	Pick Up
29	_	Local Governmental Entities	80%-120%	0	1,910	TON	Delivered
30	30					TON	Pick Up

UNTREATED SALT

Line Item	INDOT District	Entity	Commitment Range	2019/2020 Early Fill Quantity (100%)	2019/2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method
31						TON	Delivered
32		INDOT & Other State Agencies	80%-120%	34,803	42,955	TON	Delivered & Loaded
33	10-Crawfordsville					TON	Pick Up
34		Local Governmental Entities	80%-120%	0	20,865	TON	Delivered
35		2000 COTONICI AL ENANCO	0071 12071	Ŭ	20,000	TON	Pick Up
36						TON	Delivered
30		INDOT & Other State Agencies	80%-120%	10.000	55.000	TON	Delivered & Loaded
38	20-Fort ₩ayne	INDUT & Other State Agencies	00%-120%	10,000	55,000	TON	
38 39	20-Fort Wayne					TON	Pick Up Delivered
40		Local Governmental Entities	80%-120%	0	30,108	TON	Pick Up
40						TON	нск ор
41						TON	Delivered
42		INDOT & Other State Agencies	80%-120%	21,000	30,080	TON	Delivered & Loaded
43	30–Greenfield		00/1 120/1	2,,000		TON	Pick Up
44				_		TON	Delivered
45		Local Governmental Entities	80%-120%	0	16,740	TON	Pick Up
							· · · · · ·
46				15,000	63,950	TON	Delivered
47		INDOT & Other State Agencies	80%-120%			TON	Delivered & Loaded
48	40-LaPorte	40-LaPorte				TON	Pick Up
49		Local Governmental Entities	80%-120%	o	77,890	TON	Delivered
50		200al Covernmental Entitles	00/1 120/1	, °	11,000	TON	Pick Up
51						TON	Delivered
52			34,100	TON	Delivered & Loaded		
53	50-Seymour					TON	Pick Up
54		Local Governmental Entities	80%-120%	o	16,835	TON	Delivered
55						TON	Pick Up
56						TON	Delivered
56			90*/ 120*/	12,000	12 000	TON	Delivered Delivered & Loaded
		INDOT & Other State Agencies	80%-120%	12,000	12,000		
58	60-Vincennes					TON	Pick Up
59		Local Governmental Entities	80%-120%	0	9,180	TON	Delivered
60						TON	Pick Up

Award Recommendation, ASA-19-086, Page $\mathbf{2}$ of $\mathbf{3}$

The State of Indiana received responses from four (4) bidders:

- Cargill, Inc.
- Compass Minerals America Inc.
- Detroit Salt Company LLC
- Morton Salt, Inc.

Cargill, Inc. claimed and qualified for the Indiana Business Preference, as well as the U.S. Manufactured Preference for all line items. Compass Minerals America, Inc. claimed and qualified for the U.S. Manufactured Preference for select line items bid. Detroit Salt Company LLC claimed and qualified for the U.S. Manufactured Preference for all line items bid. Morton Salt, Inc. claimed and qualified for the U.S. Manufactured Preference server applied to qualified bids and were included during price evaluation. Please refer to the attached .xls file, **Attachment A**, for detailed preference information by line item.

When necessary, the bidders were asked to clarify their responses in order to ensure State needs were met. The bids were evaluated by the Indiana Department of Administration according to the criteria established in the bid documents.

Award Summary

The table below outlines the award summary for ASA-19-086. Please refer to the attached .xls file, **Attachment A**, for a detailed summary.

Bidder	Line Items Awarded	Total Evaluation Amount	Preferences	Total Award Amount
Cargill, Inc.	<u>Treated Salt</u> : Line items 1-5, 9-15, 19-30 <u>Untreated Salt</u> : Line items 44-45	\$15,108,783.36	Indiana Business Preference and US Manufactured	\$15,298,356.30
Compass Minerals America, Inc.	<u>Untreated Salt</u> : Line items 31-35, 41-43, 54-60	\$17,572,219.26	US Manufactured	\$17,572,219.26
Detroit Salt Company	<u>Untreated Salt</u> : Line items 36-40	\$8,148,636.60	US Manufactured	\$8,148,636.60
Morton Salt, Inc.	<u>Untreated Salt</u> : Line items 46-53	\$15,347,867.30	US Manufactured	\$15,347,867.30
				\$56,367,079.46

During the course of the evaluation, proposals were scrutinized to determine the viability of the proposed business solutions to meet the needs of the State.

The term of each initial contract shall be for a period of one (1) year from the date of contract execution. There may be three (3) one year renewals for a total of four (4) years at the State's option.

Tic Klinefelter 5/10/2019

Eric Klinefelter, Director of Account Management and Sourcing Operations Indiana Department of Administration



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION

Procurement Division 402 West Washington Street, Room 468 Indianapolis, Indiana 46204 317.232.3053

May 10, 2019

Compass Minerals America Inc. Attn: Sean Lierz 9900 West 109th Street, Suite 100 Overland Park, Kansas 66210

RE: Negotiated Bid, ASA 19-086, Road Salt for INDOT, Other State Agencies, and Local Government Entities

On behalf of the State of Indiana, I am pleased to announce that your company has been selected for a split award to provide Road Salt for the State of Indiana. A description of the decision can be viewed in the Award Recommendation Letter, available at the following web address: <u>http://www.in.gov/idoa/2462.htm</u>.

A representative from IDOA will be contacting you in the very near future to begin contract negotiations. The State of Indiana retains the right to either negotiate with another respondent or cancel the Bid based on your willingness to agree to contract terms.

Hopefully, contract negotiations will be successful and your organization will be awarded a contract within a short period of time. However, please be advised that your proposal contract with the State of Indiana is not effective until the necessary state signatory authorities approve it. Until the contract is approved and fully executed, any actions you take in reliance of contract approval are at your own risk. Therefore, it may be unwise to expend funds or incur expenses in anticipation that contract negotiations will be successful and a tendered contract will be approved.

Indiana law is clear on this point. I.C. 4-13-1-19 states that a bidder or an offeror does not gain a property interest in the award of a contract unless the bidder or offeror is awarded the contract and the contract is completely executed. Therefore, the State denies any liability for any actions that you have or may take in anticipation of the ward of the contract until the document is fully executed pursuant to Indiana Code.

If the IVBE and/or M/WBE participation level will exceed or fail to meet the goals outlined in the contractor's proposal, you must notify the Supplier Diversity office immediately at <u>idoasupplierdiversity@idoa.in.gov</u>. In the event that the contractor fails to report changes in participation attainment, demonstrate a good faith effort to reach the participation goals, pay the IVBE, MBE, or WBE in a timely manner or satisfactorily resolve any outstanding claims, the department may elect to withhold a disputed amount from the payments due to the contractor, suspend or terminate the contract, recommend suspension of the contractor's certification status with the public works division, and/or suspend, revoke, or deny the IVBE, MBE, or WBE certification and eligibility to participate in the IVBE, MBE, or WBE program per (25 IAC 5-7-8 and 25 IAC 9-5-1). The Indiana Department of Administration uses the Pay Audit System for compliance monitoring. Free training is available to all vendors. More information about this process can be found at: <u>http://www.in.gov/idoa/mwbe/payaudit.htm</u>.

If you have any questions or concerns, please feel free to contact me at <u>eklinefelter@idoa.in.gov</u>. This file will be available for public review at the date of this correspondence.

Sincerely,

Eric Klinefelter Indiana Department of Administration



Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	M292915	Kent,Matthew	07/25/2019 2:37:42PM	Agency Fiscal Approval
2	M240207	Lawson,Megan Kathleen	07/26/2019 2:05:46PM	IDOA Procurement Approval
3	J210634	Snethen,John D	07/26/2019 3:45:19PM	IDOA Procurement Approval
4	O277119	Egunyomi,Olusola	07/29/2019 2:33:11PM	SBA Approval
5	J268330	Habig,Joseph Michael	08/09/2019 11:58:08AM	SBA Approval
6	M338811	Skarbeck,Molly H	08/09/2019 1:53:23PM	Attorney General Approval
7	S210690	Gard,Susan W	08/09/2019 2:53:45PM	Attorney General Approval