

STATE OF MONTANA
Department of Transportation

PURCHASE ORDER

ATTENTION VENDOR	This Purchase Order Number must appear on your invoice and all related correspondence.	PURCHASE ORDER DATE	7/14/08	PURCHASE ORDER NO.	308773
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VENDOR:

NORTH AMERICAN SALT COMPANY
9900 WEST 109TH STREET
OVERLAND PARK KS 66210

PLEASE NOTE GENERAL TERMS AND CONDITIONS ON REVERSE SIDE

	Price Request No.	Date
Invitation For Bid	#HWY-308773-RP	7/01/08

BILL TO:

MONTANA DEPARTMENT OF TRANSPORTATION
PO BOX 7308
KALISPELL MT 59904-0308

CIVIL RIGHTS:

The contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

FOB LOCATION: DEPARTMENT OF TRANSPORTATION
VARIOUS KALISPELL LOCATIONS AS LISTED HEREIN

Questions may be directed to Richele Parkhurst at (406) 657-0274 in Billings.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.2. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

AUTHORIZED SIGNATURE:	PO NUMBER:	TOTAL PO AMOUNT:
	308773	\$414,009.00
7/14/08		

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1.3. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

1.4. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

1.5. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.6. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.7. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.8. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.9. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

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1.10. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.11. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor, and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor, and the public.

1.12. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.13. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.14. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>

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1.15. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.16. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.17. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.18. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

1.19. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.20. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

1.21. UNIT PRICE

Unless otherwise specified, the unit price for each line item must be provided in the appropriate space within the bid document: This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.22. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.23. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

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1.24. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. BID AND CONTRACT REQUIREMENTS

2.1. CONTRACT PERFORMANCE SECURITY

The Contractor must provide contract performance security based upon 100% of the contract total. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://www.discoveringmontana.com/doa/gsd/procurement/forms.asp> and entitled "Contract Performance Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE ELECTRONIC OR PHOTOCOPIES ARE NOT ACCEPTABLE.

The contract performance security must be provided to the State of Montana within 10 working days from the Request for Documents Notice. This security must remain in effect for the entire term of the contract. A new surety bond must be issued to the State of Montana if this contract is renewed.

The original surety bond form must be provided to the following address: Purchasing Services Bureau, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437.

Ref:MCA Title 18, Chapter 4, Part 3; ARM, Title 2, Chapter 5, Sub-Chapter 5.

2.2. CONTRACT PERIOD

The period of this contract shall be August 1, 2008 through June 30, 2009.

2.3. CONTRACT EXTENSION

The successful contractor and the Montana Department of Transportation do hereby agree that this contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years]. This extension is contingent upon legislative appropriations and in no case may a contract run longer than three (3) years. Extension of this contract will be possible only by way of duplication of the terms, conditions and prices of the original existing contract.

Any intention to extend the contract must be initiated in writing no later than forty-five days prior to the termination date of the existing contract or termination date of a contract, which has been previously extended.

2.4. CONTRACT CANCELLATION

This contract may be terminated for failure to provide the products enumerated herein.

This contract may be terminated without cause upon 90 days written notice.

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3.0. FEDERAL AID REQUIREMENTS

Some of the product purchased from the resulting contract of this Invitation for Bid **may** be purchased with Federal Aid Funds. Therefore, the following provisions will apply to the Invitation for Bid and to the resulting contract.

A. MONTANA PREFERENCES

Since Federal Aid Funds will be utilized to pay for this project, the Montana bid preferences will not apply.

B. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

C. NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

F. INSTRUCTIONS FOR CERTIFICATION - LOWER TIER COVERED TRANSACTIONS:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

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- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

H. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

4.0. COMMODITY SPECIFICATIONS

Provide and deliver F.O.B. various locations throughout Montana, Category 8 Chemical Deicers, as specified herein.

5.0. FUEL SURCHARGE POLICY

The Department will use the Department of Energy's National Average Diesel Fuel Index to adjust pricing on a weekly basis. The "base" price will be from the June 9, 2008 update for the Rocky Mountain Region, which is \$4.698.

The Department will allow a fuel escalation/de-escalation percentage to be utilized on a weekly basis. This escalation/de-escalation will be calculated for the week when delivery is required.

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PRICE CHANGE (UP OR DOWN) FROM \$4.698	% PRICE CHANGE FROM THE NEW BASE PRICE (UP OR DOWN)
\$0.00 - \$0.05	0.00%
\$0.051 - \$0.10	0.50%
\$0.101 - \$0.15	1.00%
\$0.151 - \$0.20	1.50%
\$0.21 - \$0.25	2.00%
\$0.26 - \$0.30	2.50%
\$0.31 - \$0.35	3.00%
\$0.36 - \$0.40	3.50%
\$0.41 - \$0.45	4.00%
\$0.46 - \$0.50	4.50%
\$0.51 - \$0.55	5.00%
\$0.56 - \$0.60	5.50%
\$0.61 - \$0.65	6.00%
\$0.66 - \$0.70	6.50%
\$0.71 - \$0.75	7.00%
\$0.76 - \$0.80	7.50%
\$0.81 - \$0.85	8.00%
\$0.86 - \$0.90	8.50%
\$0.91 - \$0.95	9.00%
\$0.96 - \$1.00	9.50%

6.0. INVOICING REQUIREMENTS

All invoices that involve fuel surcharges, must itemize any truck fuel surcharge. A copy of the bill of lading must accompany each invoice. Failure to provide the information as stated will result in the invoice being returned to the successful bidder for correction.

7.0. GENERAL SPECIFICATIONS

To bid a product, that product shall be on the most current Qualified Products List (QPL), or the product is currently being evaluated for qualification as part of this bid process if the offer to submit samples is made by the agency. To submit a product for the qualification process, contact any of the PNS members for information. In the case of a request for bid, please contact the agency requesting the bid for information on how to become a qualified bidder.

The PNS Association of British Columbia, Idaho, Montana, Oregon, and Washington have developed the Qualified Products List. The list is composed of products that have been tested and found to be in conformance with these specifications. Any material changes to a product that is listed on the QPL by either the manufacturer or the bidder, which in any way makes the product different from the original qualified material, shall be grounds for disqualifying the product from the list. The new product will have to be re-qualified before it will be allowed to be placed back on the QPL.

The bidder of any product that is delivered and/or applied, which is found to be contaminated and is cause for environmental concerns, shall be responsible for all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

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The bidder shall be liable, as determined by the purchaser for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

The PNS has the right to qualify or disqualify, accept or reject products based on the materials used to produce the product. The products will be assessed for the potential of causing a decrease in the public safety. The right to qualify or disqualify, accept or reject a product based on manufactured composition rest solely with the PNS. The PNS assessment shall be final and in the best interest of the PNS. Each bidder submitting a sample will be notified whether the sample passes or fails to meet the specifications. Copies of the complete lab reports will be available upon request.

All submitted products shall be tested to the specified limits contained within these specifications and as per the products' specific category classifications. A product that passes the required specification testing limits and has passed the PNS review shall be placed onto the PNS Qualified Products List. A product that fails to meet the standard limits as specified will not be placed onto the Qualified Products List and the bid will be disqualified.

7.1. A submitted product that contains any constituent in excess of the following established total concentration limits as tested in accordance with the listed test methodology from Section VI shall be not be acceptable. Results are stated as parts per million (ppm).

- | | |
|------------------|--------------|
| Arsenic 5.0 | Cyanide 0.20 |
| Barium 100.0 | |
| Cadmium 0.20 | |
| Chromium 1.0 | |
| Copper 1.0 | |
| Lead 1.0 | |
| Mercury 0.05 | |
| Selenium 5.0 | |
| Zinc 10.00 | |
| Phosphorus 2500. | |

Note: Liquid products shall be tested as received. Solid Salts are to be diluted to a 25% (W/V) concentration and then tested as if the material was a liquid sample. Report only the values determined from the 25% solution for all of the parameters as compared to the specification limits. Do not back calculate the concentration of the parameters to the dry weight of the material.

7.2. No bid will be accepted on any corrosion inhibited product that has not successfully completed the National Association of Corrosion Engineers (NACE) Standard TM0169-95, as modified by the PNS, and found to have a Corrosion Value of at least 70% less than that of Sodium Chloride (salt).

7.3. The manufacturer shall also supply the following analyses for information purposes for liquid products or solid products that will be converted into a liquid product for application purposes. Testing of the following parameters will be done by the listed testing methodology from Section VI.

- Ammonia - Nitrogen
- Total Kjeldahl Nitrogen
- Nitrate and Nitrite - Nitrogen
- Biological Oxygen Demand
- Chemical Oxygen Demand
- Frictional Analysis
- Toxicity Testing
 - Rainbow Trout or Fathead Minnow Toxicity Test

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Ceriodaphnia Dubia Reproductive and Survival Bioassay
Selenastrum Capricornutum Algal Growth

7.4. SAMPLE SUBMITTALS

If a product that is currently listed on the Qualified Products List is to be bid no sample submission or information packet is required.

Note: No products will be qualified during this bid process. All products must be on the PNS Qualified Products List by the date of the bid opening.

7.5. ORDERS, DELIVERIES, AND INVOICING OF PRODUCTS

7.5.1. All orders will be placed by fax. The official order date shall be the date of the fax transmittal if received by the bidder before 2:00 p.m. (all order times reflect bidders' time) and the next day if received by the bidder after 2:00 p.m. The bidder shall fax back to the purchaser a confirmation of receipt and an estimate of the order shipment date within 2 business hours.

7.5.2. Deliveries shall be made during normal working hours (Monday through Friday between the hours of 7:00 A.M. and 3:00 P.M. MST), with a minimum of 24 hours advance notice of arrival time unless otherwise requested or agreed to by purchaser. Any deliveries made without proper advance notification or outside of the established delivery times, unless otherwise authorized in advance and in writing will be assessed an initial price adjustment of 25% of the purchase price of the product.

7.5.3. Delivery shall be made on or before 15 working days for Category 8A-R and 8B (non-corrosion inhibited salt) and Category 8A-B. In the event the bidder fails to deliver within the required number of working days, a deduction of 5% on the price of the product will be made for each day of delay beginning with day 16 and continuing until delivery is made.

The late delivery fee assessment will be deducted from the payment of the invoice for the specific load of product not delivered according to the terms of this agreement. Consistently late deliveries may result in contract termination.

7.5.4. During the months of October to April, when orders larger than 50 tons (2 loads) per location are placed, 50 tons of that order must be delivered within the specified time period or price adjustments will apply. If the bidder cannot deliver the entire order at once, the balance must be delivered on daily deliveries beginning immediately after the first delivery until the order is fulfilled, or as agreed to by the purchaser.

7.5.5. Any assessments or deductions charged for improper notification and/or delivery will be accompanied with verification of order, delivery date, and order time.

7.5.6. Price adjustments assessed for late deliveries caused by what the bidder feels are "reasonable or uncontrollable circumstances" shall within seven (7) calendar days be addressed with the respective agency representative. The decision of the agency representative to accept or to deny the claim will be final and in the best interest of the Agency.

7.5.7. Each shipment shall be accompanied by a current and clearly legible MSDS.

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7.5.8. The bill of lading for each shipment must contain the following information.

- 7.5.8.1. Name of product.
- 7.5.8.2. Supplier and manufacturer of product.
- 7.5.8.3. Delivery Destination.
- 7.5.8.4. Total number of units being delivered.
- 7.5.8.5. Total weight of delivery using a certified scale ticket.
- 7.5.8.6. Lot Number for the product being delivered. The Lot Number is a specific number assigned to that particular product as delivered. This number must be denoted as the "**LOT NUMBER**" on the bill of lading and shall be clearly legible. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch. **Failure to have a defined LOT NUMBER that appears on the Bill of Lading is grounds for rejection of the load.**
- 7.5.8.7. Transport information--Name of transporting company, trailer point and date of origin.

7.5.9. The Agency will not process invoices for payment until the bidder has met all requirements under this section. The invoice shall include the following:

- 7.5.9.1. A copy of the original bill of lading.
- 7.5.9.2. Contract unit of measure.
- 7.5.9.3. Total number of units delivered.
- 7.5.9.4. Contract unit price for product delivered.
- 7.5.9.5. Total price for units delivered.

7.6. FIELD INSPECTION, UNLOADING, SAMPLING AND TESTING

All material is subject to field inspection, sampling, and testing on an as delivered base. Sampling and field-testing is the prerogative of the Purchaser. The bidder shall not off load any material without affording the Purchaser an opportunity to conduct the field inspection, sampling or the testing. Off loading of material without affording the Purchaser an opportunity to conduct said work shall deem the delivered material non compliant and is subject to total rejection. The bidder shall only off load material without field inspection, testing and sampling by the Purchaser when the agency representative grants prior written approval.

7.6.1. Field Inspection - **BEFORE ALLOWING ANY PRODUCT TO BE UNLOADED, AGENCY PERSONNEL WILL ADHERE TO THE FOLLOWING PROCEDURES:**

- 7.6.1.1. Document and maintain records on all deliveries, including those that are rejected.
- 7.6.1.2. Check to assure that the product is being delivered according to the terms of the contract. This may include but is not limited to the following:
 - 7.6.1.2.1. Date of the order.
 - 7.6.1.2.2. Date and time of delivery.
 - 7.6.1.2.3. Verification of advance delivery notification.
 - 7.6.1.2.4. Delivered within allowable times.
 - 7.6.1.2.5. Name of Delivery Company and license plate numbers.
 - 7.6.1.2.6. Is any price adjustment assessments required?
 - 7.6.1.2.7. Is the product being delivered what you ordered?
 - 7.6.1.2.8. Document all procedures prior to unloading of product.
 - 7.6.1.2.9. Verify that all papers required of a delivery are present, complete, and legible.

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- 7.6.1.2.9.1. Accurate, complete, and legible bill of lading and/or invoice.
- 7.6.1.2.9.2. Legible and current MSDS sheet.
- 7.6.1.2.9.3. Certified weight slip.

- 7.6.1.3. Visually inspect the load to determine if there are any obvious reasons why the load should be rejected.
- 7.6.1.4. Any problems must be noted at the point of delivery by agency personnel, documented, and relayed to their agency representative for action.

7.6.2. Unloading

- 7.6.2.1. Provided that all the required information is in place and the material appears to be the correct material as ordered, document the amount of product currently in storage prior to unloading and begin the unloading process.
- 7.6.2.2. The delivery truck shall unload solid materials in a windrow.
- 7.6.2.3. For liquid products, visually inspect the discharge valve prior to unloading for the presence of any foreign material.
- 7.6.2.4. Visually inspect the delivered product again while unloading. If problems are noted that are a cause for rejection of the load, immediately halt the unloading process. Take photos if applicable and record any pertinent information. Conduct the following procedures if the material is to be rejected.
 - 7.6.2.4.1. If material fails the field inspection or testing, reload the product and reject the load.
 - 7.6.2.4.2. Send samples directly to the Agency's designated testing laboratory.
 - 7.6.2.4.3. Immediately advise the Agency's Representative of any ordering, delivery, storage, or product quality issues.

7.6.3. Sampling and Testing

One sample, of the solid product being delivered, may be taken from the delivered shipment for laboratory testing after the shipment has passed the initial inspection and is approved for unloading. This sample will be used for testing and/or fingerprinting at the agency's expense to insure product quality. Clearly, label samples for identification. Send the sample directly to the Purchasing Services Bureau in Helena.

Be sure the Transmittal form is placed in the box and contains at least the following information; Manufacture or bidders name, name of product, lot number of product, shipping date, date received, name of delivery point, quantity of material delivered, and name and phone number of person who received the load and took the samples. Test results from the appropriate Laboratory will be final and in the best interest of the Purchaser.

- 7.6.3.1. If the load is solid, the delivery truck shall unload the solid material in a windrow. Samples of the windrow materials should be obtained from the complete cross section of the windrow. Portions of the sample shall be taken from the top, center and bottom in proportion to the cross section area at that point and well within the stack each time. It is best practice to cut completely through the stack if practical. Fine material sifts to the bottom. Care should be taken to obtain a complete and representative sample. The sample shall be placed into a wide mouth 1-gallon container with a screw top lid as soon as the sample has been taken to avoid exposing the sample unduly to atmospheric moisture.

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7.6.3.2. Samples sent to the Laboratory will be tested for conformance to specification during the year. Each type of product may be tested for those parameters listed in the General Specifications and in the appropriate Category requirements.

7.7. CHEMICAL PRODUCT CATEGORIES

7.7.1. Chemical Product Category 8 - Non Corrosion Inhibited Solid Sodium Chloride Specifications, Categories 8A and 8B

The Categories shall be defined as follows:

1. Category 8A Dry Salt, Standard Gradation
 - A. Category 8A-B Brining Salt
 - B. Category 8A-R Road Salt
2. Category 8B Wet Salt, Standard Gradation

In addition to the General Specifications, the following requirements shall apply:

7.7.1.1. Moisture Content
 Category 8A – 0.5% Maximum
 Category 8B – 5.0% Maximum

Test Method: Number 12

7.7.1.2. Insoluble Material
 Category 8A-B – 1.0% Maximum

Test Method: Number 22

7.7.1.3. Gradation
 Type 1, Grade 2, with the following Gradation for each Sodium Chloride Category:

CATEGORY 8A & 8B	
SIEVE SIZE	WT. % PASSING
3/4"	100
#4	20 – 100
#8	10 – 60
#30	0 - 15

Test Method: Number 13

7.7.1.4. Anti-Caking agent will be included to insure that the material remains free from hard caking and suitable for its intended purpose.

Test Method: Number 14

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NOTE: Salt for highway use is usually treated with either Ferric Ferrocyanide, also known as Prussian Blue, or Sodium Ferrocyanide, also known as Yellow Prussiate of Soda (YPS), to prevent the salt from caking. The amount of Prussian Blue added is 70 to 165 parts per million (PPM), equivalent to 0.33 to 1.14 pounds per ton of salt. YPS is added in the amount of 50 to 250 PPM, equivalent to 0.1 to 0.5 pounds per ton of salt. YPS is also used as an anti-caking agent in table salt, and has approval of the U.S. Food and Drug Administration. Based on exhaustive testing no evidence of toxicity was demonstrated. If used, the presence of these products will not be assessed towards the total cyanide concentration when testing this product. However, the total cyanide concentration of the original material must meet specifications. Information may be obtained from the Salt Institutes Highway Digest Publication. Bidder may bid this product with or without the anti-caking agent. Bidders must note on the Sample Checklist if the sample does contain anti-caking agent or not. If the Bidder chooses not to add the anti-caking agent it does not prevent the bidder from assuring that the delivered product is in a free-flowing state.

- 7.7.1.5. Material must be clean and free from extraneous matter. The material must be homogenous or manufactured in such a manner to assure that the corrosion inhibitor, anti-caking agent and the chemical product does not segregate.

Test Method: Number 14

- 7.7.1.6. Pay Weight Schedule for Excessive Moisture

Category 8A

The salt shall be dried to a maximum moisture content of 0.5 % (percent by weight). Water in excess of 0.5% of dry salt weight will not be paid for. The amount of salt to be paid for, when moisture exceeds 0.5% shall be computed as follows:

Pay Weight = (100.5 x Wet Wt. of Salt) divided by (100 + Percent of Moisture)

Category 8B

The salt shall be dried to a maximum moisture content of 5.0 % (percent by weight). Water in excess of 5.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when moisture exceeds 5.0% shall be computed as follows:

Pay Weight = (105.0 x Wet Wt. of Salt) divided by (100 + Percent of Moisture)

7.8. TEST METHODS

Test Method: Number 12 - Moisture Content Of Solid Chemical Products.

Test Method: According to ASTM E 534

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Test Method: Number 22 - Insoluble Material

Test Method: ASTM E534 "Standard Test Methods for Chemical Analysis of Sodium Chloride". The method shall be modified by dissolving 100 grams of the sodium chloride sample into the prescribed volume and filtering the entire solution through a Whatman No. 541(or equal), 125 mm diameter filter paper seated in a Buchner Funnel.

Test Method: Number 13 - Gradation

Test Method: Gradation shall be ran according to ASTM D 632. The sample size shall be a minimum of 300 grams and be hand shaken through each sieve until the sample has been adequately processed. Caution: Care should be used when running the gradation test, as the salt is very soft and can be resized by over shaking. Salts that contain sticky organic matter inhibitors may require additional attention with a rubber policeman to insure that the sample passes the screens correctly as the sticky inhibitors will tend to clump up smaller particles of salt and prohibit them from being analyzed correctly.

Test Method: Number 14 - Visual Inspection and Field Observations

Test Method: Visual inspection and field observations to assure that the material remains clean and free of extraneous matter, free from hard caking, does not segregate, and remains suitable for the intended purpose and as otherwise outlined in Section IV.

NOTE: Purchaser may use any laboratory test method necessary to verify conclusions from visual inspections.

7.9. PRODUCT REJECTION AND PRICE ADJUSTMENTS

Products, which fail to meet the specification requirements, will be subject to the following specified price adjustments and/or total rejection as per the purchaser's discretion. The bidder will be required to replace any rejected material plus any material that it contaminated at their cost. Any product that is rejected shall be removed by the bidder and replaced with product that meets the material specifications, including handling and transportation charges at no additional cost to the purchaser. Removal includes the removal of all material contaminated by the non-specification material if any. Purchaser's personnel will establish the amount of material contaminated.

Two shipments per contract year of product found by purchaser to be beyond any acceptable range may result in contract termination.

Determination of a price adjustment to be applied will be based on the PNS testing procedures as outlined in the specifications.

All price adjustments will be based on the prices as quoted by the bidder.

7.9.1. PRICE ADJUSTMENTS FOR CHEMICALS CONTAINING SODIUM CHOLRIDE – CATEGORY 8

A price adjustment of 10% will be assessed on materials outside of the acceptable gradation limits as specified in each of the appropriate category specifications.

A price adjustment will be taken on excessive moisture content as specified in each of the appropriate category specifications.

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Permissible Variations of 5% will be allowed for each sieve size.

SIEVE SIZE	WT. % PASSING	PRICE ADJUSTMENT
3/4"	100	NONE
#4	15 – 100	NONE
#8	5 – 65	NONE
#30	0 – 20	NONE

8.0. QUALIFIED PRODUCTS LIST

Purchased products that appear on the Qualified Products List may be tested for compliance to the material that was originally submitted for qualification. The agency has the right to conduct this testing at its own will. The most current Qualified Products List can be viewed at the PNS web site location of <http://www.wsdot.wa.gov/partners/pns/> or by contacting one of the PNS members.

9.0. PRODUCT & BIDDER INFORMATION

9.1. BIDDER INFORMATION

- Name of bidding company: North American Salt Co., A Compass Minerals Co.
- Mailing Address: 9900 W 109th St, Ste 600, Overland Park, KS 66210
- Email Address: lierzs@compassminerals.com
- Phone number with area code: (800) 323-1641
- Fax Number with area code: (913) 338-7945
- Name of company contact: Sean Lierz, Sales Manager

9.2. INFORMATION TO BE INCLUDED WITH BID SUBMITTAL

- Material Safety Data Sheets (MSDS) for the product:
- Does your product contain an organic matter based corrosion inhibitor: No
- Waiver of pH requirements being requested? No

9.3. BIDDER NOTE

Have you completely read the PNS specifications and included all the required information in the bid package: Yes

10.0. BID SCHEDULE

The following quantities of chemical products are project from use for the terms of this contract. These quantities are estimates to be used for bidding purposes only. They are not guaranteed deliverable quantities as the winter weather can and does change and quantities may be less or more than what is being represented. Bidders can bid **ONLY** their approved products; no products will be qualified during the bid process.

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All prices are to be bid per ton and based on BULK DELIVERY, F.O.B. point of delivery

11.0. SOLID CHEMICAL PRODUCTS

Identify the Category 8 for which you are bidding and provide the product name, the name of your company and if your product contains an anticaking agent.

Category 8B

Product Name: Qwik Salt

Bidders Name: North American Salt Co., A Compass Minerals Co.

Does your product contain an anticaking agent: Yes

If your product does contain an anticaking agent, please provide the following information:

Amount of anticaking agent added per ton of product: 150 – 200 ppm

What is the name of the anticaking agent you are adding: yps

12.0. DELIVERY LOCATIONS

The following locations are for Category 8B chemical-deicing products. This contract will be bid based on the following locations within an Area (Kalispell). These locations are the sites of delivery. The unit price bid for each location will be the price of delivery to that location.

CATEGORY 8B

Bill To: **Montana Department of Transportation**
Box 7308
Kalispell, MT 59904-0308

Deliver To:

12) Location: **Bras Pit**

Delivery Information: US-2, MP 147.0

DEICER CATEGORY 8B

Estimated Quantity: 150 Tons

Cost Per Ton: \$ 89.36

13) Location: **West Glacier Maintenance Section**

Delivery Information: US-2, MP 162.3

DEICER CATEGORY 8B

Estimated Quantity: 550 Tons

Cost Per Ton: \$ 90.47

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14) Location: **Marion Maintenance Section**
Delivery Information: US-2, MP 101.2

DEICER CATEGORY 8B

Estimated Quantity: 250 Tons
Cost Per Ton: \$ 90.30

15) Location: **Crystal Creek Maintenance Section**
Delivery Information: US-2, MP 66.3

DEICER CATEGORY 8B

Estimated Quantity: 350 Tons
Cost Per Ton: \$ 90.30

16) Location: **Noxon Maintenance Section**
Delivery Information: MT-200, MP 13.9

DEICER CATEGORY 8B

Estimated Quantity: 350 Tons
Cost Per Ton: \$ 90.30

17) Location: **Libby Maintenance Section**
Delivery Information: US-2, MP 35.2

DEICER CATEGORY 8B

Estimated Quantity: 350 Tons
Cost Per Ton: \$ 101.17

18) Location: **Jennings Maintenance Section**
Delivery Information: MT-37, MP 14.0

DEICER CATEGORY 8B

Estimated Quantity: 150 Tons
Cost Per Ton: \$ 101.17

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- 19) **Location:** **Kalispell Maintenance Section**
Delivery Information: US-93, MP 117.0
DEICER CATEGORY 8B
Estimated Quantity: 550 Tons
Cost Per Ton: \$ 94.55
- 20) **Location:** **Swan Lake Maintenance Section**
Delivery Information: MT-83, MP 69.1
DEICER CATEGORY 8B
Estimated Quantity: 500 Tons
Cost Per Ton: \$ 91.31
- 21) **Location:** **Whitefish Maintenance Section**
Delivery Information: MT-40, MP 1.0
DEICER CATEGORY 8B
Estimated Quantity: 500 Tons
Cost Per Ton: \$ 95.80
- 22) **Location:** **Columbia Falls Maintenance Section**
Delivery Information: S-206, MP 9.2
DEICER CATEGORY 8B
Estimated Quantity: 450 Tons
Cost Per Ton: \$ 91.06
- 23) **Location:** **Olney Maintenance Section**
Delivery Information: US-93, MP 149.4
DEICER CATEGORY 8B
Estimated Quantity: 300 Tons
Cost Per Ton: \$ 93.14

STATE OF MONTANA
Department of Transportation

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Completion Date: June 30, 2009
Payment Terms: Net 30 Days
Printed Bidder Name: G.O. Young, II
Phone: (800) 323-1641
Fax: (913) 338-7945
Federal Tax ID Number: 48-1047632
Email: lierzs@compassminerals.com

VENDOR NOTE: Please include your Federal ID Number on all invoices to expedite payment. The State of Montana has adopted a computerized vendor payment program, which requires this number for payments. Thank you.

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Richele Parkhurst at (406) 657-0274 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.