PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000101727

This Contract ("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.

A. The Indiana Department of Administration on behalf of all State agencies and eligible local government entities (herein referred to as “State”), is establishing a Quantity Purchase Agreement (QPA) for Road Salt. The Contractor shall provide and deliver untreated sodium chloride and sodium chloride treated with magnesium chloride (hereinafter “Road Salt”) relative to this Contract as set forth in NB 26-87380 and NB 26-87757, attached hereto and incorporated herein by reference (collectively, the “Services”).

B. The following Contract Attachments are attached and incorporated by reference herein:

Attachment D – Cost Proposal
Attachment I – 2026/2027 Road Salt Specifications
Attachment J – Road Salt QPA Statement of Work and Special Provisions

C. Time is of the essence in connection with the performance of the Services.

2. Consideration. Purchases or services under this Contract will be made at the discretion of the eligible purchasing entities. The Contractor will be paid at the rates established in Attachment D, attached hereto and incorporated herein, for providing treated and untreated road salt, as ordered under this QPA. The Contractor agrees that all prices are inclusive of any fees (including, but not limited to, shipping, handling, and/or labor fees required to provide delivery of commodities or completion of services to all State locations), unless specifically approved in writing by the State. Contractor understands and agrees that this Contract does not guarantee the Contractor a minimum quantity of orders, service calls, or remuneration amount. Payment shall be made to the Contractor by the Order/Using entity in accordance with Section 37 – Payments and all other applicable provisions of the Contract.

This Contract’s total remuneration amount is based on the number and quantity of purchases or service calls made by eligible purchasing entities. Therefore, this Contract does not identify a total remuneration amount.

3. Term. This Contract shall be effective for a period of one (1) year. It shall commence on August 01, 2026 (the "Effective Date") and shall remain in effect through July 31, 2027 (collectively, the "Term").

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. 200.331 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. Pursuant to IC § 5-22-3-1, the State and the Contractor shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.

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.

I. i. The Company warrants that the Company, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:

(1) listed in Section 889 of the 2019 National Defense Authorization Act;
(2) listed in Section 1260H of the 2021 National Defense Authorization Act;
(3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or
(4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.

ii. In accordance with Executive Order 25-64, if the State determines that the Contractor has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Contract, the State shall investigate the reasons the Contractor was added to any such list or designation. Depending upon the outcome of such investigation, the State may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the State shall not be required to pay for any goods or services tendered or provided under this Contract to the Contractor on or after the date the Contractor is added to any such list or designation.

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. In the event that any dispute arises 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. 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. In any event, the Contractor agrees that, notwithstanding the existence of a dispute, 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. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

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 (the "IDOA") for resolution, except as otherwise provided in the Funding Cancellation and Termination for Convenience paragraphs. The dissatisfied party shall give written notice to the Commissioner of the IDOA (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, the parties may agree to forego the process described in subparagraph 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 a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its 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 has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.

C. The Contractor has required and 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 and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement 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.

A. As required by Financial Management Circular 3.3 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 the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

B. If the funds specified in this Contract for paying the Contractor come solely from sources other than State funds and the State Budget Agency or makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

C. The Contractor shall be compensated for completed supplies properly delivered, if any, and Services properly rendered prior to the effective date of cancellation. The State will not be liable for supplies delivered or Services performed after the effective date of cancellation. The Contractor and the State shall agree on the amount of payment for such supplies delivered and accepted. 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. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the Contractor and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

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 Contractor 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. [Omitted – Not Applicable.]

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at https://www.in.gov/iot/policies-procedures-and-standards/ that are applicable, including the assistive technology standard. 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 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). [Omitted – Not Applicable.]

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. [Omitted – Not Applicable.]

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:

A. 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 subparagraph may be regarded as a material breach of this

Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

34. Notice to Parties.

A. i. Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

ii. Notices to the State shall be sent to:
IDOA Vendor Management
Indiana Department of Administration
402 W. Washington St. Room W468
Indianapolis, IN 46204
E-mail: vendormanagement@idoa.in.gov

iii. Notices to the Contractor shall be sent to:
Compass Minerals America Inc.
9900 W. 109th Street, Ste 100
Overland Parks, KS 66210

E-mail: highwaygroup@compassminerals.com

iv. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited with the United States mail properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that Notices delivered by facsimile shall not be effective.

B. 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 State Comptroller.

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) NB 26-87380 & NB 26-87757, (4) Contractor's response to NB 26-87380 & NB 26-87757, 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 State Comptroller. 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 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 the State will post this Contract on the transparency portal as required by Executive Order 05-07 and 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.

A. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of the delivery of supplies, if any, or the rendering of Services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the effective date of termination, specifying the extent to which the delivery of such supplies and the performance of such Services under such termination becomes effective. In connection with the delivery of such termination notice, the State shall send a copy thereof to the Commissioner.

B. The Contractor shall be compensated for supplies properly delivered, if any, and Services properly rendered prior to the effective date of termination. The State will not be liable for supplies delivered or Services performed after the effective date of termination. The Contractor and the State shall agree on the amount of payment for such supplies delivered and accepted and for the protection and preservation of the property. 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. The Contractor shall be compensated for supplies properly delivered and Services provided in accordance with this Contract, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such supplies or Services were canceled only in part prior to the original termination date. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph.

C. For the purposes of this paragraph, the parties stipulate and agree that the IDOA shall also 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 to be in the best interests of the State. With the exception of any item in subparagraph B, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

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

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, if any, or perform the Services within the time specified in this Contract or any extension thereof;
3. make progress so as to endanger performance of this Contract; or
4. perform any of the other provisions of this Contract.

In connection with the delivery of such notice, the State shall send a copy thereof to the Commissioner.

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, if any, 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 supplies properly delivered, if any, and Services accepted. The Contractor and the State shall agree on the amount of payment for supplies delivered and accepted and for the protection and preservation of the property. 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. The Contractor shall be compensated for supplies properly delivered and Services herein provided, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such supplies or Services were canceled only in part prior to the original termination date.

D. The rights and remedies of the State in this paragraph 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 *Indiana Department of Administration Travel Policy 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 *Travel Policy* 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. Warranty. The Contractor warrants and guarantees that the Services provided pursuant to this Contract shall conform in all material respects with the specifications set forth in paragraph 1.A of this Contract, and will be: (A) free of any claim of infringement, misappropriation, unfair competition, or violation of any third party intellectual property right; (B) created and delivered in accordance with applicable laws and industry standards and practices; and (C) fully tested in accordance with the State's quality assurance testing process, if applicable. This warranty will extend for a period of one year from the date of the completion of Services. All work not conforming to this Contract and related specifications may be considered defective. The warranties and guarantees provided in this paragraph and elsewhere in this Contract, if any, shall be in addition to and not in limitation of any other warranty or guarantee or remedy provided in this Contract or otherwise prescribed by law. In addition to the State's quality assurance testing process, if applicable, the Contractor, with representatives of the State, shall, at the discretion of the State, review the work completed nine (9) months after the date of the completion of Services to determine any work not in compliance with the Contract. The Contractor shall correct such non-complying work prior to the expiration of the one-year warranty.

50. 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.

51. 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 most current *State of Indiana SCM Template*) in any way except as follows:

26. Indiana Veteran Owned Small Business Enterprise Compliance.
29. Key Person(s).
32. Minority and Women's Business Enterprises Compliance.

52. Compliance with Independent Verification and Validation Oversight. In the event the State determines that any independent verification and validation ("IV&V") oversight is required by the State during the term of this Contract, the Contractor shall comply with any such oversight during the term of this Contract, pursuant to which an independent third-party review may be conducted by a reviewer selected by the State, for the purpose of verifying that the Contractor has performed its obligations in compliance with the terms of this Contract. In the absence of any such IV&V oversight, the Contractor shall comply with any other appropriate methods or means for verification and validation required by the State during the term of this Contract for the purpose of verifying and validating that the Contractor has performed its obligations in compliance with the terms of this Contract. The Contractor shall provide all information and documentation requested during the State's IV&V oversight or verification and validation efforts related to this Contract and in connection with any IV&V oversight or verification and validation efforts related to an initiative of which this Contract is a part.

53. Liquidated Damages.

A. The Contractor understands and agrees that if the Contractor fails to complete the Services by a deadline specified in **Attachment I**, which is prior to the end of the Term and which **Attachment I** specifies that this paragraph shall apply, or by the end of the Term (each, a "Completion Deadline"), the State will suffer damages, which cannot be quantified as of the Effective Date. Therefore, the Contractor and the State have agreed to stipulate the amounts payable by the Contractor in the event of its failure to achieve the completion of such Services by the corresponding Completion Deadline. Such liability shall apply even though: (i) a cure period remains available to the Contractor; or (ii) a cure occurs.

B. The amounts of such liquidated damages are $100 for each day after any Completion Deadline until the earlier of the date the Completion of Services is achieved or the date of termination of this Contract (collectively, the "Liquidated Damages"). The State may assess Liquidated Damages for failure to achieve the Completion of Services by the Completion Deadline in its sole discretion. The State may choose to not assess Liquidated Damages for minor and/or infrequent delays. Liquidated Damages assessed will not exceed a maximum of 20% of the total amount of the late order.

C. The Contractor acknowledges that the Liquidated Damages are reasonable to compensate the State for the losses it will incur by reason of a delay in the completion of Services by a corresponding Completion Deadline. Such losses include loss of use, enjoyment and benefit of the Services, injury to the credibility and reputation of the State with the general public and/or additional costs in administering this Contract (including legal, accounting and other administrative costs) (collectively, the "Losses"). The Contractor further acknowledges that the Losses are incapable of accurate measurement because of, among other things, the unavailability of a substitute for the corresponding Services after a Completion Deadline.

D. As of the Effective Date, the amounts of Liquidated Damages represent good faith estimates and evaluations by the parties as to the actual potential Losses that the State would suffer as a result of a delay in the completion of Services by a corresponding Completion Deadline, and do not constitute a penalty. The parties have agreed to the Liquidated Damages in order to fix and limit the Contractor's costs and to avoid later disputes over what the amounts of Losses are properly chargeable to the Contractor. Such sums are reasonable in light of the anticipated or actual harm caused by a delay in the completion of Services by the corresponding Completion Deadline, the difficulties of the proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy.

E. Liquidated Damages are not intended to, and do not, liquidate the Contractor's liability under the Indemnification paragraph, even though third-party claims against the State may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

F. The Contractor shall pay any Liquidated Damages owing under this paragraph within 10 days after the Contractor's receipt of the State's invoice or demand therefor, subject to the right to dispute under the Disputes paragraph. The State shall have the right to deduct and offset any unpaid Liquidated Damages from any amounts owed by the State to the Contractor. The State shall have the right to draw on any surety or fidelity bond provided by the Contractor pursuant to this Contract to satisfy any Liquidated Damages not paid when due. Permitting or requiring the Contractor to continue and finish the Services or any part thereof after the Completion Deadline shall not act as a waiver of the right to receive Liquidated Damages hereunder or any rights or remedies otherwise available to the State.

G. The State's right to, and imposition of Liquidated Damages are in addition, and without prejudice, to any other rights and remedies available to the State under this Contract, at law or in equity respecting the breach, failure to perform or other default of the Contractor, except for the recovery of Losses that the Liquidated Damages are intended to compensate. The Contractor further acknowledges and agrees that Liquidated Damages may be owing even though no default has occurred under this Contract.

54. Remedies for Overages. The Contractor acknowledges that an important factor in inducing the State to enter into this Contract is the amount to be paid to the Contractor pursuant to the Consideration paragraph (the "Contracted Amount"). If, on or before the termination of this Contract, the Contractor requests the State to pay more than the Contracted Amount, as such amount may be hereafter amended (each, an "Overage"), the State may exercise any one or more of the following remedies:

(A) amend this Contract for the purpose of increasing the Contracted Amount by an amount equal to or less than the Overage; or
(B) reject the request and refuse to amend this Contract, thereby keeping the Contracted Amount the same.

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://secure.in.gov/apps/idoa/contractsearch/

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
DocuSigned by:	Signed by:
By: Jon Schnieders 3E93FA093D5B4D4...	By: Eric Skaggs A30AC56668964C8...
Title: Director - US Highway	Title: Director of Vendor Management
Date: 8/4/2026 | 05:53 PDT	Date: 8/4/2026 | 09:55 EDT

Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

ATTACHMENT I

INDIANA DEPARTMENT OF TRANSPORTATION (INDOT),

OTHER STATE AGENCIES (OSAs)

AND LOCAL GOVERNMENTAL ENTITIES

2026/2027 ROAD SALT SPECIFICATIONS FOR UNTREATED SODIUM CHLORIDE & SODIUM CHLORIDE TREATED WITH MAGNESIUM CHLORIDE

These specifications, terms, and conditions apply to salt for INDOT, OSA, and Local Governmental Entity locations identified within this solicitation.

1.0 SCOPE OF WORK

The work to be performed consists of furnishing and delivering Sodium Chloride and Sodium Chloride treated with magnesium chloride to various locations throughout Indiana for use in winter maintenance operations. Sodium Chloride and Sodium Chloride treated with Liquid Magnesium Chloride will be in accordance with the 2026 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.

<u>Sodium Chloride</u>

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.

<u>Sodium Chloride treated with Liquid Magnesium Chloride</u>

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)

The 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 June 2025". INDOT reserves the right to sample more frequently at their discretion. The rapid test method referenced in AASHTO M 143, Annex A1 shall be used for both routine acceptances 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**). For further clarification, see **Section 8.1 Testing & Deduction Clarifications**.

3.0 INSPECTION

All Sodium Chloride and Sodium Chloride treated with Magnesium 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 **Section 2.0**.

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/Local Governmental Entity 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 and Local Governmental Entities, arrangements will need to be approved by the designated contact responsible for coordinating salt deliveries. No payments from INDOT will be made for any load for which a delivery ticket, signed by an INDOT 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. INDOT, OSAs, and Local Governmental Entities reserve the right to require any truck to go to the nearest available certified scales to check weights at no additional cost to INDOT, OSAs, and Local Governmental Entities.

A. Routine Deliveries Beyond Early Delivery Final Date

The minimum order quantity to qualify for delivery is one (1) truckload (22-25 tons). Orders less than one (1) truckload (22-25 tons) will require arrangements with vendor to be picked-up from vendor's depot.

Contractors shall make delivery in trucks with solid or waterproof tarps to stockpile locations within any District 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, IDOA, or the OSA or Local Government Entity placing the order may assess liquidated damages in accordance with Section 53 of the Contract. When the Contractor contacts the Ordering Entity to confirm delivery (as required above), 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. Should there be any discrepancies, INDOT or IDOA shall evaluate the situation and provide guidance.

Orders shall be placed by telephone, email, or Contractor-provided online ordering portal to the office specified by the Contractor. The Contractor should provide a single telephone number, a single email address, and a single online ordering portal web address for all orders made for each purchase order. The Contractor shall provide order confirmation via e-mail or fax, so that each Ordering Entity can provide verification for each order placed.

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: Initial 50% of order delivered on or before October 15, 2026, and remaining 50% delivered on or before November 15, 2026.
- Crawfordsville, Greenfield, Seymour, and Vincennes INDOT Districts: Initial 50% of order delivered on or before November 1, 2026, and remaining 50% delivered on or before December 1, 2026.

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 20% of the order. 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

INDOT, OSAs, and Local Governmental Entities 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 INDOT. INDOT commits to purchase 100% of total tonnage designated as Early Fill by district, and at least 80% of total tonnage designated as Seasonal Fill by district. Each OSA and Local Governmental Entity commits to purchase 80% of each entity's requested tonnage. The quantities in the Att D Cost Proposal are 100%.

- 80-120% Commitment Range - All INDOT Districts (Crawfordsville, Fort Wayne, Greenfield, LaPorte, Seymour, and Vincennes)
  - "Delivered" is price of salt per ton delivered to the INDOT, OSA, or Local Governmental Entity location

- "Delivered + Loaded" is price of salt per ton to deliver to the INDOT, OSA, or Local Governmental Entity 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 if picked up from the depot by the Ordering Entity

7.0 INVOICING

INDOT, OSAs, and Local Governmental Entities require the Contractor to invoice INDOT, the OSA, or the Local Governmental Entity for each Subdistrict location (or OSA or Local Governmental Entity 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, INDOT, OSAs, and Local Governmental Entities will notify the Contractor(s) in writing for each Unit or Subdistrict location (or OSA or Local Governmental Entity 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, the OSA, or the Local Governmental Entity for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from INDOT, the OSA, or the Local Governmental Entity.

Payment will be made following necessary testing and evaluation as described in the contract terms (See **section 8.0 Deductions** and **section 8.1 Testing & Deduction Clarifications**). INDOT, OSAs, and Local Governmental Entities shall complete necessary testing and evaluation within ten (10) business days after an order has been fully received; if the department fails to test and evaluate within this timeframe, liquidated damages, or deductions for non-compliance with specifications shall not be assessed.

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.

Deduction	**Sodium Chloride**	**Sodium Chloride treated with Liquid Magnesium 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 x 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)	95 - 100
3/8 inch (9.5 mm)	92 - 100
No. 4 (4.75 mm)	15 - 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**

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 June 2025. 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 INDOT, the OSA, or the Local Governmental Entity 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.
3) 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**.

8.1 TESTING AND DEDUCTION CLARIFICATIONS

a) For the purposes of testing and deductions, an order shall be considered a request for salt delivery to a single physical location.
b) The INDOT Salt Testing Calculator shall be used to settle disputes regarding amounts of liquidated damages or deductions between the Contractor and the Ordering Entity.
c) Testing is to be completed on every order regardless of tonnage from each depot.
   i) If the order is larger than 2000 tons, then it will be required to be tested every 2000 tons (E.g., a 4200-ton order would need 3 tests).
   ii) If the order is less than 2000 tons, then it is still required to be tested (E.g., an 800-ton order still needs a test completed).
d) Penalties will be based on orders.
   i) If the order is larger than 2000 tons, then INDOT, OSAs, and Local Governmental Entities can penalize each test, per depot, up to 2000 tons (E.g.,

a 3800-ton order fails one test but not the other penalizes 2000 tons).

ii) If the order is less than 2000 tons, INDOT, OSAs, and Local Governmental Entities can penalize per order up to the amount ordered (E.g., a 1400-ton order fails test then penalize 1400 tons).

9.0 REQUIREMENTS FOR DELIVERY

The following special provisions apply to all INDOT, OSA, and Local Governmental Entity salt storage sites, except where noted on the Special Provision pages.

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. Salt shall **not** be placed on the ground outside a building prior to loading in the building. If placing salt on the ground outside of a building prior to loading is necessary because of operational or safety concerns, this action must be approved by the District Highway Maintenance Director, designee, or the district personnel responsible for coordinating salt deliveries (INDOT only). For OSAs and Local Governmental Entities, approval must be given by the designated contact responsible for coordinating salt deliveries.

B. Loading equipment shall be provided by the Contractor or the Contractor's appointed hauler, which shall be capable of fully loading INDOT, OSA, and Local Governmental Entity storage buildings. The Contractor may review specific sites to determine equipment required. A pre-planned time for such visits is required. Loading equipment should include conveyors or other equipment as **approved** by INDOT, OSAs, and Local Governmental Entities. The Contractor shall use commercially reasonable best efforts to make additional conveyors (more than one) available upon request.

C. Failure to load salt in the INDOT, OSA, or Local Governmental Entity's 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 designated storage buildings. ***This delivery method must be pre-approved by the INDOT District Highway Management Director, OSA contact, or Local Governmental Entity 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 damage as listed above.

E. Delivery tickets must be marked by the Ordering Entity as:

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

"Delivered – Not Loaded, Deduction Required" 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 material was delivered as requested.

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. INDOT, OSAs, and Local Governmental Entities reserve the right to reject Contractor loading if the price or quantity being delivered is unacceptable.

10. 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 2026

(With Supplemental Specifications in effect 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 de- icing 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, JUNE 2025.

https://www.in.gov/indot/doing-business-with-indot/files/frequency-manual.pdf

INDIANA TEST METHOD OR PROCEDURE

ITM 810-15 Deicing Material, Dated June 16, 2015

https://www.in.gov/indot/doing-business-with-indot/files/810_testing.pdf

ATTACHMENT J

INDIANA DEPARTMENT OF ADMINISTRATION (IDOA)
OTHER STATE AGENCIES (OSAs)
AND LOCAL GOVERNMENTAL ENTITIES

STATEMENT OF WORK & 2026/2027 SPECIAL PROVISIONS FOR UNTREATED SODIUM CHLORIDE & SODIUM CHLORIDE TREATED WITH MAGNESIUM CHLORIDE

I. EXECUTIVE SUMMARY.

The purpose of this Contract is to create a Quantity Purchase Agreement with the Contractor through which the State and Local Government Entities may purchase untreated sodium chloride and sodium chloride treated with magnesium chloride (collectively, “Road Salt”) for delivery to specified locations throughout the State of Indiana.

II. BRIEF STATEMENT OF WORK.

The work to be performed consists of furnishing and delivering Road Salt to various locations throughout Indiana for use in winter maintenance operations. Road Salt supplied under this Contract shall be in accordance with the 2026 Indiana Department of Transportation Standard Specifications (Section 913.03) and the Road Salt Supplemental Specifications (**Attachment I**) at bid due date and time, and all applicable rules and regulations at the federal, state and local levels.

III. GENERAL REQUIREMENTS.

A. The participating entities are incorporated herein as **Attachment D – Cost Proposal.**

Additional State Agencies and Local Entities that are not listed in **Attachment D** may purchase from the awarded Contractor listed for the INDOT district in which they are located, at that INDOT district’s unit pricing, upon mutual agreement between both parties.

Additional State Agencies and Local Entities that are not listed in **Attachment D** are bound to all contract terms, including minimum and maximum percent purchase amount (80% to 120%).

B. Minimum Specifications including scope of work, specifications, inspection, delivery, and deductions are listed in **Attachment I – Road Salt Specifications.**

C. Pre-Season Meeting. The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if the State deems it necessary. The 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 Contactor will be subject to all applicable corrective actions described in **Section VI** (below).

D. Bi-Weekly Calls. The Contractor shall participate in calls twice per month with INDOT Central Office, the awarded district(s), and/or IDOA representatives upon request. If the Contractor fails to meet this requirement, the Contactor will be subject to all applicable corrective actions described in **Section VI** (below).

E. Reporting. The Contractor shall provide INDOT Central Office and IDOA with the reports listed below twice per month and shall provide any additional 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. The provided templates are subject to change at IDOA's discretion. These reports shall be provided to Other State Agencies and Local Governmental Entities (with copies to IDOA) for their respective areas upon request. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions described in **Section VI** (below).

1) **Depot Salt Levels Report**: The Contractor shall submit to INDOT Central Office, IDOA, and the applicable INDOT District Contact a salt level report for each awarded district, listed in **Attachment D –Cost Proposal**. Reports shall include, at a minimum:
    - List of depots in each awarded district (broken up by district) with location
    - Current salt quantity levels

2) **Sales Report**: The Contractor shall submit to INDOT Central Office (with copy to IDOA) a sales report for all INDOT locations. 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%)

3) **Penalty/Rejection Report**: The Contractor shall submit to INDOT Central Office (with copy to IDOA) a report that documents any penalties assessed or orders rejected by INDOT. 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

4) **Delivery Report**: The Contractor shall submit to INDOT Central Office (with copy to IDOA) a report that documents road salt deliveries to INDOT. The report shall include, at a minimum:
    - Entity Name
    - Invoice/Order Number
    - Order Date
    - Delivery Date
    - Expected Delivery Date
    - Days Overdue

F. Timely Responses to Inquiries. 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 one (1) business day, 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 Contactor will be subject to all applicable corrective actions described in **Section VI** (below).

G. Ordering.

1) Authority to place orders does not authorize IDOA personnel to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract; this authority is retained in the IDOA Procurement Section.
2) Any attempt to sell any product and/or service not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to IDOA inclusive of but not limited to cancellation of this contract, suspension and/or debarment of the Contractor. The intent of this subsection is to require the Contractor to comply with the normal and customary IDOA procurement process. This subsection does not prohibit Contractor from bidding on other eligible solicitation opportunities.

H. Pricing.

1) IDOA reserves the right to validate the pricing to ensure pricing offered by the vendor is fair and reasonable. (See **Section IV**, below.)
2) Unit pricing will be delivered prices F.O.B. Destination where all shipping charges are prepaid and allowed to the INDOT facility. Freight

will be included in the price and no additional freight will be charged.

3) Any price increase beyond the original contracted unit price will be rejected and may result in cancellation of the Purchase Order and/or Contract without recourse on the part of the Contractor.

4) Prices may be adjusted downward without prior approval of IDOA or INDOT.

I. Extension of Pricing to Other Governmental Bodies.

1) If awarded a contract, bidders shall be required to extend prices of awarded products or services to other governmental bodies as provided in Section III.A (above).
2) This includes any 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.
3) The State DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
4) All other governmental bodies must be willing to accept bid items as described in the specifications without any changes once the bid is awarded.

J. Inventory. IDOA has an ongoing requirement for the items indicated in this bid package. It is an express condition of any award that the successful Contractor shall maintain a reasonable stock on hand for delivery to the requesting site. Failure to maintain such stock may result in termination of the Agreement.

K. Delivery Delays. Deliveries shall be made in accordance with the requirements provided in **Attachment I.** If any indicated or actual delays arise, the INDOT location must be notified immediately and the cause for such delay stated. If any supplies, services and/or equipment are not delivered within the time specified in this Purchase Order and/or Contract, the IDOA Procurement Section may cancel this Purchase Order and/or Contract and all rights and duties thereunder will be discharged and terminated.

Supplies shipped more than quantity ordered may be returned in the sole discretion of the ordering entity and at the Contractor's expense.

IV. INDEPENDENT VALIDATIONS AND VERIFICATION

If the State decides to add Independent Verification & Validation (IV&V) services as part of this Contract, the Contractor will copy the Indiana Department of Administration (IDOA) -- IV&V Team member(s) on all project related communications (emails, meeting invites, collaboration tools, etc.) and will grant access to all documents and deliverables throughout the term of the Contract. If

IDOA elects to deploy IV&V services in connection with this engagement, the IV&V Team will review and assess all deliverables to determine compliance with the State's requirements set forth in the Contract including the Statement of Work. For contracts entered into, renewed, or amended after June 30, 2026, the IV&V Team shall serve as an approving authority, and no payment shall be issued to the Vendor unless and until IV&V has provided such approval.

V. KEY PERFORMANCE INDICATORS/PERFORMANCE METRICS.

A. The State will use Key Performance Indicators (KPIs) to measure performance and outcomes of the Contract. The specific KPIs and their targets will be defined and agreed upon by the State and the Contractor during the initial phases of the requirements under the Contract. At a minimum, on time delivery at quality standards of the scope provided within the budget set forth in the Contract will each be measured. Additionally, the State will collect a modified Net Promoter Score from customers to this Contract in its discretion. Low ratings on the modified Net Promoter Score or failure to meet any other KPIs may be deemed, at the discretion of the State, to constitute default under the Contract.

B. The State has developed a set of performance metrics and indicators, defined in **Section III.B, Section III.C** – Pre-Season Meeting(s), **Section III.D** – Bi-Weekly Calls, **Section III.E** – Reporting, and **Section III.G** – Timely Responses to Inquiry (above) as well as **Attachment I – Road Salt Specifications**, which the Contractor shall meet or exceed in order to be in good standing on the contract. The performance for the metrics referenced herein and invoice credits shall be reviewed quarterly by the State Contract Manager and can be discussed via quarterly conference call or via email.

C. Deductions resulting from non-compliance with the requirements listed in **Attachment I – Road Salt Specifications** are detailed in that document, and will be applied by the purchasing entity per the guidelines and timeframes set forth in **Attachment I**.

VI. CORRECTIVE ACTION 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-mentioned performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

A. <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 herein and in Attachment I – Road Salt Specifications, 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.

B. Non-compliance with Reporting Requirements

Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in Section III.E (above), constitute contractual non-compliance and the State may require corrective action(s) as described in Section VI.D (below). The State may change the frequency of required reports, or may require additional reports, at the State's reasonable discretion.

C. Non-compliance with Performance Metrics

The State has developed a set of Performance Metrics as defined in Sections III and V (above) 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.

D. Corrective Actions

If 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:

1) Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.

2) <u>Formal Corrective Action Plan:</u> 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.

3) <u>Contract Termination:</u> The State reserves the right to terminate the contract pursuant to the contract termination clauses for convenience or default.

VII. REMEDIES

The remedies described herein are not exclusive. The State reserves the right to pursue any and all available remedies in law or equity.

A. <u>Failure to Meet Obligations</u>

If the Contractor is unable to meet its agreement obligations as set out in this invitation within the timelines required, IDOA, INDOT, OSAs, and Local Governmental Entities, at the State's option, may: (1) purchase materials from any other available source on the open market, (2) cancel the agreement or applicable portions thereof, and/or (3) may award the portions so cancelled to another supplier. Nothing in this section shall

B. <u>Cancellation Due to Non-Compliance</u>

If IDOA terminates an awarded Contract due to the Contractor invoicing more than the Contract unit price or due to the Contractor's inability to comply and/or perform the requirements of this Contract, IDOA reserves the right to deem the Contractor not eligible to submit proposals for future purchases of like or similar products and/or services required by IDOA for a period of not less than one (1) year from the date of the cancellation.

In the event this Contract is cancelled, IDOA reserves the right to assess the Contractor "cover charges" as defined under Indiana Code (IC) 26-1-2-712 for the difference in cost between the Contractor's price and the new vendor's contract price.

INDOT Salt Penalty Calculator (Untreated)

Order Information		
Invoice/Order #		*If total order tonnage exceeds 2,000 tons and this is the second required test, only penalize remaining amount*
Sample collected at:		
Total Tonnage on order (may not exceed 2,000)		
$/ton		
Chemical Composition		
Purity Level		*Round to whole percentage (0.5 rounded up). If test is not performed, insert 100%*
$/ton penalty	Abrasives Rate	
Moisture		
Moisture content (m)		*M=% moisture to nearest 0.5% based on oven dry weight*
Tons eligible for payment		
Gradation		
Sieve size	% Passing	Penalty Points accrued
1/2”		
3/8”		
#4		
#8		
#30		
Total Points accrued		
Calculation of final price per ton		
1. Initial order total		
2. Tons eligible for payment (moisture test)		
3. $/ton after deduction (gradation test)		
4. $/ton after deduction (chemical composition)		
Liquidated damages (quality)		
Late Delivery		
Date Ordered		
Date Delivered		
# business days to deliver		
Eligible for late penalties?		
# days eligible for penalty		
Maximum late penalty		
Liquidated damages (late delivery)		
Total liquidated damages		

Attachment D - Salt Pricing – Untreated Salt

INDOT District	Entity	Commitment Range	2026/2027 Early Fill Quantity (100%) tons	2026/2027 Seasonal Quantity (100%) tons	Delivery Method	2026/2027 Seasonal Price Per Ton
20 – Fort Wayne	INDOT	80%-120%	12,000	55,000	Delivered	$90.53
					Delivered & Loaded	$106.53
					Pick Up	$87.00
	Local Government	80%-120%	0	33,545	Delivered	$93.05
					Picked Up	$90.00
30 - Greenfield	INDOT	80%-120%	0	55,000	Delivered	$129.89
					Delivered & Loaded	$145.89
					Pick Up	$125.00
	Other State Agencies	80%-120%	0	80	Delivered	$129.89
					Delivered & Loaded	$145.89
					Pick Up	$125.00
60 - Vincennes	INDOT	80%-120%	9,030	24,000	Delivered	$116.43
					Delivered & Loaded	$132.43
					Pick Up	$112.00
	Local Government	80%-120%	0	8,485	Delivered	$115.55
					Pick Up	$112.00