

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

INVITATION FOR BID

Bid No.: <u>EV4271</u>

CRUSHED QUICKLIME, BULK BID DUE: 09/11/2025 AT 10:00 AM CDT

Ronnell E. Simpson, Sr.
Senior Procurement Officer
City of Kansas City, Missouri
4800 E. 63rd Street
Kansas City, MO 64130
Telephone Number: (816) 513-0173
E-mail: ronnell.simpson@kcmo.org

READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS ON PAGES A-1 TO A-7.

- Bids are subject to all conditions listed on this form and any attachments.
- Bids must be on this form 1215-035C.
- Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.



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STANDARD INSTRUCTIONS AND CONDITIONS

Crushed Quicklime

1. INTENT

To solicit competitive bids for Crushed Quicklime.

2. AWARD

Award will be made in the best interest of the City of Kansas City, Missouri to the lowest and best responsive and responsible Bidder.

3. RENEWAL OPTIONS

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (5) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. (Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)

4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled and any subsequent deliveries will be refused.



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5. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. https://www.kcmo.org

6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. www.sos.mo.gov

7. <u>CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE</u>

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at http://www.kcmo.org or (816) 513-1135.

8. <u>EMPLOYEE ELIGIBILITY VERIFICATION</u>

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.



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10. SUPPLIER PRICING GUARANTEE

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

11. <u>BUY AMERICAN AND MISSOURI PREFERENCE POLICIES</u>

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

12. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

13. <u>CONTRACT EXTENSION</u>

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.



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14. <u>CERTIFICATE OF INSURANCE</u>

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and \$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

14.2 If an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;
Name the City of Kansas City, Missouri as an additional insured; and
Provide cancellation notification to the City thirty (30) days before cancellation.
Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.
Any reference absent of obligation for failure to notify certificate holder must be deleted.

14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.



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16. **EMERGENCIES**

- (a) Disaster means any large-scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

7. BID INFORMATION

The public bid opening will be held on **09/11/2025* at 1:00 PM (CDT)** at the address listed below. Bids are mailed to the following address:

Ronnell E. Simpson, Sr. Senior Procurement Officer Procurement Services Division City of Kansas City, Missouri 4800 E. 63rd Street Kansas City, MO 64130



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The bid results will be available thirty (30) days after the bid opening. Please contact Senior Procurement Officer at ronnell.simpson@kcmo.org

18. **QUESTIONS AND ANSWERS**

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell E. Simpson, Sr. Senior Procurement Officer

FAX: (816) 513-4164

E-mail: ronnell.simpson@kcmo.org

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

The deadline for questions concerning this IFB 08/28/2025 at 10:00 am.



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COMMERCIAL CHEMICAL PRODUCTS CLAUSE

1. Chemical Warranty - Compliance with Toxic Substance Control Act

Notwithstanding anything to the contrary heretofore or hereafter represented by either party to the other, Supplier warrants that each and every chemical substance sold or otherwise transferred by Supplier to the City of Kansas City, Missouri, as of the time of such sale or transfer, is on the list of chemical substances complied and published by the federal government pursuant to the Toxic Substance Control Act, (PL 94-469).

2. Bid Documentation

All Bidders must attach to the bid, for each chemical product offered, the following documents and/or information which will be incorporated as a part of any subsequent term contract, or purchase order, if no term contract is issued:

- A. Material Safety Data Sheet (MSDS) similar to and containing the same data found in Form OSHA-20.
- B. Product data sheet/product technical specifications.
- C. When not included in the above, and where applicable, the City requires product application information, concentration and dilution data, user instructions, special properties data, and product storage and shelf like information.

3. Shipment Documentation

For each shipment the following is required:

- A. The MSDS for each chemical product shall accompany the shipment.
- B. All chemical products shall be legally labeled and contained in a manner that meets all federal, state, and local laws and regulations. The appropriate hazard class and storage instructions as per the MSDS will be stated on the label. The labeling for containers of liquids and/or semi-liquids of five (5) gallons or more shall additionally include the product trade name.
- C. For all products which have a limited shelf life, the expiration date shall be stated on the label on each container of the smallest unit shipped.

4. Return For Disposal

- A. The City shall have the right to return to the Supplier for disposal any and all unused product, classified as "Unused Expired Product" on or before the expiration date, and if specified in the bid/contract, later than the expiration date.
- B. The above right does not extend to carload or trainload shipments of bulk chemicals.



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SPECIFICATIONS

1. INTENT

The intent of this contract is to provide the City of Kansas City, Missouri with a contract to supply crushed quicklime (bulk).

2. **ESTIMATED USAGE**

It is estimated that 33,000 tons will be used at the approximate rate of 2,750 tons per month depending on water quality and water consumption.

3. **TESTING**

Samples for determination of quality of quicklime will be taken periodically during the unloading of each hopper compartment as required to assure contract compliance. All samples from each carload will be mixed, crushed, and quartered to provide a composite sample for testing purposes. Duplicate samples will be retained in identified sealed containers for a period of thirty (30) days and will be furnished to the supplier for analysis if so requested.

- 3.1 The determination of calcium oxide content of the quicklime will be made in the Water Services Department laboratory or in any commercial laboratory of the City's choice.
- 3.2 The chemical analysis of available calcium oxide and slaking test will be performed in accordance with the procedures of the American Water Works Association Specification B202-88 (Quicklime and Hydrated Lime), Section 4.2 Determination of Available Calcium Oxide and Section 4.3 Slaking Rate Test.
- 3.3 The analysis for objectionable insoluble material in quicklime will be performed in accordance with the procedure of the American Water Works Associations Specification B202-88 (Quicklime and Hydrated Lime), Section 4.4 Test For Objectionable Insoluble Matter In Quicklime.



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4. SPECIFICATIONS

- 4.1 The quicklime shall be substantially free from unburned limestone, charcoal, ash, and other foreign matter, and shall contain at the point and time of delivery ninety-two (92) percent available calcium oxide and provide a forty (40) degree centigrade rise in a standard slaking test in one hundred eight (180) seconds.
- 4.2 The quicklime supplied under this standard shall be freshly burned and shall be substantially free of carbonate solids and siliceous residue. The amount of such materials as determined by the test for insoluble matter shall not exceed five (5) percent and shall be the basis for rejection.
- 4.3 Failure of the quicklime to produce more than a forty (40) degree centigrade rise upon slaking accordance with a standard slaking test shall be basis for rejection.
- 4.4 The quicklime shall be crushed and screened so that on delivery none shall be retained on a five-eighth's (5/8) inch screen. The inclusion in any shipment of an excessive amount of over-sized pebbles may be reason for rejection of the entire carload. The crushed quicklime shall meet the following physical analysis:

| Minus 5/8" | 100% |
|----------------|------------|
| Minus ¼" | 80% to 99% |
| Minus 8 mesh | 74% to 86% |
| Minus 16 mesh | 66% to 75% |
| Minus 30 mesh | 40% to 60% |
| Minus 40 mesh | 30% to 54% |
| Minus 100 mesh | 10% to 34% |
| Minus 200 mesh | 4% to 18% |

Density-pounds per cubic foot

55% to 65%

- 4.5 Quicklime hopper feeder assemblies at the Kansas City, Missouri Water Treatment Plant are not equipped for routine vibration to enhance feed of quicklime. Quicklime supplied these specifications shall be so ground and slaked as to feed normally without the need for external vibration.
- 4.6 The quicklime slakers at the Kansas City, Missouri Water Treatment Plant are not equipped with grit handling machines for the removal of carbonate solids, siliceous reside, and unburned limestone. This means that the grit in the lime shall pass through to the plant's coagulation and sedimentation basins without deleterious effect to the treatment process.
- 4.7 The quicklime supplied under this specification shall contain no soluble mineral or organic substances in quantities capable of producing injurious effects upon the health of those consuming the water that has been treated properly with quicklime.



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- 4.8 The quicklime supplied under these specifications shall conform to the standards outlined in ANSI/AWWA B202-88 and ANSI/NSF Standard 60 in accordance with the Missouri Department of Natural Resources regulations.
- 4.9 The quicklime supplied under shall not exceed 0.05% sulfur.
- 4.10 In the event the quicklime supplied has a percent calcium oxide available content less than eight-five (85), that load shall be the basis for rejection.
- 4.11 In case of rejection, the supplier shall be required to remove shipment from the Water Treatment Plant premises at supplier's own expense, and the supplier shall be responsible for any applicable demurrage charges.

5. PRICING AND DELIVERY

The price for crushed quicklime shall include delivery, and the return of empty cars or containers.

6. **PENALTIES**

- 6.1 The bidder's price shall be based on a ninety-two (92) percent calcium oxide content with a penalty based on deviation from this value at time of delivery. Calculations of penalty based on available calcium shall be made as follows:
- 6.2 For each one (1) per cent of available calcium oxide in any carload less than ninety-two (92) percent, the City will penalize the supplier at the rate of one and one-tenth (1.1) percent of the bid price. This penalty scale shall apply down to and including an available calcium oxide content of eight-five (85) percent.

7. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATION

- 7.1 The crushed quicklime shall be delivered in an unslaked condition and placed in the underground hoppers at the Water Treatment Plant in Kansas City North, Clay County, Missouri. Shipment may be by rail or barge, as shown on Page 11 of this bid.
- 7.2 All quicklime shall be furnished in bulk and delivered in covered, controlled gate, hopper bottom cars. Cars shall be clean and dry, in good condition, and as nearly air and water tight as feasible. The term car or carload as used in these specifications shall include any unit of transportation. If shipped by barge, the contractor shall place the quicklime in the storage bins at the Water Treatment Plant of the City.
- 7.3 Rail shipments shall be sent to the Water Department's siding at the Water Treatment Plant on the Burlington Northern/Santa Fe Railroad in Clay County, Missouri.
- 7.4 Barge shipments shall be sent to the Purification Plant, 1 N.W. Briarcliff Road, Kansas City, Missouri 64116. All unloading and transfer operations from barge dock to destination shall be the responsibility of the Contractor, and included in the price quoted for Item 1 on Page 12 of this bid.



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- 7.5 Truck shipments shall be furnished in bulk and delivered in covered, controlled gate, hopper bottom trailers. Trailers shall be clean and dry, in good condition, and as nearly air and water tight as feasible. The temperature of the lime delivered by trucks shall be such to not impair unloading procedures.
- 7.6 The City reserves the right to specify the shipping mode at all times.
- 7.7 In the event that the supplier fails to make shipment of his quota in any one month, the balance of that month's quota shall be included in the next month's shipment.
- 7.8 The department will require that shipments be made at such rates as will cause the department's storage bins, holding approximately four thousand five hundred tons (70 lbs. /cubic foot) to contain at all times a reserve supply of not less than 30 days (1,500 to 2,000 tons). If shipments are not made as scheduled the City may purchase quicklime in the quantities required to maintain the safety level. The Contractor will be liable to pay any cost above the contract price for such emergency purchases.



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PRICING

WE HAVE READ THE INSTRUCTIONS AND CONDITIONS (STANDARD, SPECIAL, AND THE 8-PAGE ATTACHMENT) AND SPECIFICATIONS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

| CLASS/ITEM CODE(S) | ITEM NO. | ITEM AND SPECIFICATION | UNIT | UNIT PRICE |
|-----------------------|-------------|--|------|------------------|
| 88578 | | | | |
| | 1. | CRUSHED QUICKLIME, PER TON, DELIVERED TO THE WATER SERVICES DEPARTMENT RAIL SIDING. | TON | \$ <u>285.60</u> |
| | 2. | IT IS UNDERSTOOD THAT THE ABOVE PRICE SHALL BE FIRM THROUGHOUT THE CONTRACT PERIOD AND SHALL INCLUDE ALL DELIVERY AND HANDLING CHARGES, WHETHER DIRECT VIA RAIL OR INTERMODAL AND TRANSFERRED. | | |
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SUPPLIER INFORMATION

| Percentage Discount: n/a | % | | | |
|--|-------------------------------------|---------------------|---------|------------------|
| HOURS OF OPERATION A | AND LOCATION | | | |
| Monday through Friday | 8:00 | _ a.m. | to | <u>5:00</u> p.m. |
| Holidays and Weekends | | _ a.m. | to | p.m. |
| Contact Name Customer Se | ervice | | | |
| Telephone Number 800-43 | 7-5463 | | | |
| | | | | |
| Cell Phone Number After ho | ours: 573-883-40 | 01 | | |
| Cell Phone Number After ho | | | d, Suit | e 200 |
| | | | d, Suit | e 200 |
| Address of Service Location | | | d, Suit | e 200 |
| Address of Service Location DELIVERY SERVICES | (s) 3870 S Lindb Saint Louis, it | ergh Blv MO 6312 | | |
| Address of Service Location | (s) 3870 S Lindb Saint Louis, N | ergh Blv MO 6312 | | e 200 Hours |



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ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The initial contract period shall be from 11/01/2025 through 10/31/2026.

2. RENEWAL OPTIONS

| | OPTION YEAR | DATE RANGE OF RENEWALS | TO REMAIN ED PRICING? NO |
|-----|----------------|------------------------|--------------------------------|
| 2.1 | One | November 1, 2026 | X |
| 2.2 | Two | November 1, 2027 | <u> </u> |
| 2.3 | Three | November 1, 2028 | X_ |
| 2.4 | Four | November 1, 2029 | <u> </u> |
| 2.5 | Five | November 1, 2030 | |

3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

| YE\$ | NO | ı |
|------|----|---|
| | | |



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4. **AUTHORIZED SIGNATURE**

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;

By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

| Authorized Representative: Kelly Pippine |
|---|
| Signature: Kelly Pippine |
| Title: VP Sales, Marketing, and Innovation |
| Company Name: Mississippi Lime Company, LLC DBA MLC |
| Address: 3870 S Lindbergh Blvd, Suite 200 |
| City, State, Zip: St. Louis, MO 63127 |
| Telephone Number: 800-437-5463 |
| Fax Number: |
| E-mail Address: sales@mlc.com |
| E-mail Address for Purchase Orders: customerservice@mlc.com |
| Date: September 10, 2025 |
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CITY OF KANSAS CITY, MISSOURI

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5. <u>EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT</u>

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

| STATE OF | .) |
|-----------------------------------|---|
| COUNTY OF St. Louis |) ss) |
| On this 10th day of Kelly Pippine | September , 2025 , before me appeared |
| Relly Fipplife | , personally known by me or otherwise |
| proven to be the person whose nar | ne is subscribed on this affidavit and who, being duly sworn, |
| stated as follows: | |
| I am of sound mind, capable | e of making this affidavit, and personally swear or affirm that |

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the VP Sales, Marketing, and Innovation (title) of Mississippi Lime Company, LLC DBA MLC (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.



PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

Subscribed and sworn to before me this 10 day of September 20 25

Notary Public

My Commission expires:

RENEE MARTIN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 15, 2029
ST. LOUIS COUNTY
COMMISSION #25374553



Discovering what's possible with calcium

Shelf Life of Mississippi Lime Products

Effective 01/06/2022

The Shelf life of all products listed are "Best Use-By Dates" not "Expiration Dates". Customers may continue to use the products at their discretion past the "Best Use-By" date.

The best use-by date is the lot number of the product plus the days listed below.

Mississippi Lime will not guarantee the quality, recertify the product, nor accept returns for any reason of products held past their "Best-Use-By" date.

| Material | Products | Bulk TRUCK/RAIL | Bulk Bag / Super Sack All Bulk Bags | PAPER ¹ | 50# BAGS PE LINED ¹ | POLYBAG |
|--------------------------------|--|--------------------|--|--------------------|-----------------------------------|----------|
| Ground/Crushed Carbonates | CALCARB® A1, A2, AC3, C2, M2, PG, R1, R2, F1, PDR, RTS200, RTS325 | Indefinite | Indefinite | Indefinite | NA | NA |
| Standard | Pebble Quicklime | 30 Days | 180 Days | NA | 90 Days | NA |
| Quicklime | Granular Quicklime | 30 Days | 180 Days | NA | 90 Days | NA |
| Pulverized Quicklime | FlowTreat PQL Rotary PQL | 30 Days | 180 Days | NA | NA | NA |
| | Standard Hydrated Lime | 45.0 | 180 Days | 30 Days | 180 Days | NA |
| Hydrated Lime | Activated Hydrate, SP | 45 Days | NA | NA | NA | NA |
| | Liquid Calcium Hydroxide ² | 180 Days | NC | NC | NC | NC |
| FGT Hydrates | FGT Hydrate, HR Hydrate, HRH 64, HRH 80 (Bulk Only) | 45 Days | 180 Days | NA | NA | NA |
| Specialty Calcium Oxides | MicroCal® OF100, OF 200, OF325, OFT15, OXP PetroCal® OS100, OF100 PolyCal® OS325, OF325, OFT15 | 30 Days | 180 days | NA | 90 Days | 180 Days |
| Specialty Calcium Hydroxide | MicroCal® HS, HF, HFT20, HXP PetroCal® HF, HM, HS | 45 Days | 180 Days | 30 Days | 180 Days | NA |
| Food Grade | VitaCal® H | 30 Days | 180 Days | NA | 365 Days | NA |
| Products | VitaCal® LCH² | 180 Days | NC | NC | NC | NC |
| | VitaCal® O | 30 Days | 180 Days | NA | 90 Days | NA |

Notes ¹ Multiwalled bag

²Also available as 275 lb tote. Use By date 60 days

NA = Packaging type not currently available, check with MLC representitive if this is needed

NC = Product is not compatible with packaging option



Granular Quicklime

Ste. Genevieve, MO Calcium Oxide

TECHNICAL DATA SHEET

Product Description

MLC™ Quicklime Granular is a high calcium oxide product. Quicklime Granular is used in flue gas desulphurization, soil stabilization, water and wastewater treatment, steel, paper, chemical, and environmental applications.

| Typical Chemical Pro | perties |
|---|---------|
| CaO – Available | 95% |
| CaO - Total | 98.2% |
| Carbon Dioxide (CO ₂) | 0.5% |
| LOI | 0.8% |
| Magnesium Oxide (MgO) | 0.7% |
| Alumina (Al ₂ O ₃) | 0.2% |
| Iron (Fe ₂ O ₃) | 0.12% |
| Silica (SiO ₂) | 0.7% |
| Sulfur (S) | 0.05% |
| Phosphorus Oxide (P ₂ O ₅) | 170 ppm |
| Manganese Oxide (MnO) | 30 ppm |

| Specific Gravity | 3.3 |
|---------------------------------------|-------------|
| рН | 12.45 |
| BET Surface Area | 2.0 m²/g |
| Apparent Dry Bulk Density – Loose | 40 lbs./ft3 |
| Apparent Dry Bulk Density - Packed | 60 lbs./ft3 |
| Reactivity 30 sec. | 28 °C |
| Reactivity 180 sec. | 48 °C |
| Total Temperature Rise | 51 °C |
| Total Reactivity Time | 340 sec |
| Reactivity: 30 Mesh Residue | 2.0% |

Typical Physical Properties

Product Size Graduation

Top 3/8" - Bottom 0"

Available Certifications

AWWA Standard: B202-19



 ASTM Standard: C977-18, C911-19, and C5-18



mic.com

sales@mlc.com | 800.437.5463

All information provided and recommendations made herein are intended to assist customers in determining whether our products are suitable for their applications. The values associated with all chemical and physical properties herein are typical values and are not intended to be used as product specifications or guarantees. ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We request that customers inspect and test our products before use in order to make their own final decision regarding suitability. We do not guarantee results, freedom from patent infringement, or suitability of resultant products for any suggested application with respect to the use of any formula or material described herein.

Ed. 12/2024



SAFETY DATA SHEET

1. Identification

Product identifier MLC™ Quicklime - Ste. Genevieve

Other means of identification

CAS number 1305-78-8 Recommended use Industrial uses

> Product code(s): Lime, Quicklime - Various Gradiations, Granular Quicklime, Calcium Oxide, Quicklime Pulverized, Quicklime Pulverized 70, Quicklime Pulverized 100, Quicklime Pulverized

> > Category 3 respiratory tract irritation

Flow Treat

Recommended restrictions Not for use as direct food or pharma ingredients.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer: Mississippi Lime Company, LLC dba MLC

Address: 16147 US Highway 61 Ste Genevieve, MO 63670

Phone Number: (800) 437-5463 24 Hour Emergency (866) 519-4752

Access code: 336393

2. Hazard(s) identification

Contact Number:

Physical hazards Not classified.

Health hazards Skin corrosion/irritation Category 1C Serious eye damage/eye irritation Category 1

Carcinogenicity Category 1A Specific target organ toxicity, single exposure

Environmental hazards Hazardous to the aquatic environment, acute Category 3

hazard

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. May cause respiratory irritation. May cause cancer.

Harmful to aquatic life.

Precautionary statement

Obtain special instructions before use. Do not handle until all safety precautions have been read Prevention

and understood. Do not breathe dust. Wear protective gloves/protective clothing/eye protection/face protection. Wash thoroughly after handling. Use only outdoors or in a

well-ventilated area. Avoid release to the environment.

If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all Response

contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison

center/doctor. Wash contaminated clothing before reuse.

Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.

Dispose of contents/container in accordance with local/regional/national/international regulations. Disposal

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Hazard(s) not otherwise classified (HNOC)

None known.

Supplemental information

None.

3. Composition/information on ingredients

Substances

| Chemical name | Common name and synonyms | CAS number | % |
|----------------------|--|---------------------|---------|
| Calcium oxide (CaO) | | 1305-78-8 | 97 - 99 |
| mpurities | | | |
| Chemical name | Common name and synonyms | CAS number | % |
| Magnesium Oxide | | 1309-48-4 | ≤ 1 |
| Silicon Oxide | | 7631-86-9 | ≤ 1 |
| Quartz | | 14808-60-7 | ≤ 0.5 |
| Composition comments | Opportunational Francisco I insite for toron 201 | P 4 11 00 11 00 111 | |

Composition comments

Occupational Exposure Limits for impurities are listed in Section 8. All concentrations are in percent by weight.

4. First-aid measures

Inhalation

Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, give artificial respiration. Call a poison center or doctor/physician if you feel unwell.

Skin contact

Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.

Eye contact

Do not rub eyes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.

Ingestion

Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting, If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

Most important symptoms/effects, acute and

delayed

Indication of immediate medical attention and special treatment needed

Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.

Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.

General information

IF exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media

Unsuitable extinguishing media

Use fire-extinguishing media appropriate for surrounding materials. Do not use water as an extinguisher. The product reacts with water and will generate heat.

Specific hazards arising from the chemical

During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire fighting equipment/instructions

Use water spray to cool unopened containers. Move containers from fire area if you can do it without risk. In case of fire and/or explosion do not breathe fumes.

Specific methods General fire hazards Use standard firefighting procedures and consider the hazards of other involved materials.

The product is nonflammable and does not support combustion.

6. Accidental release measures

Personal precautions. protective equipment and emergency procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe dust. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

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Methods and materials for containment and cleaning up

Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air). Collect dust using a vacuum cleaner equipped with HEPA filter. Prevent product from entering drains. Stop the flow of material, if this is without risk. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Do not get water inside containers. Prevent entry into waterways, sewer, basements or confined areas.

Small Spills: Cover with DRY earth, DRY sand, or other non-combustible material followed with plastic sheet to minimize spreading or contact with rain. Collect spill using a vacuum cleaner with a HEPA filter. Put material in suitable, covered, labeled containers.

Environmental precautions

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid release to the environment. Inform appropriate managerial or supervisory personnel of all environmental releases. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling

Minimize dust generation and accumulation. Provide appropriate exhaust ventilation at places where dust is formed. Do not breathe dust. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Wear appropriate personal protective equipment. Avoid release to the environment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Store in a well-ventilated place. Avoid contact with acids, water, and moisture. Protect from humidity. The substance is hygroscopic and will absorb water by contact with the moisture in the air. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

| U.S OSHA | | | |
|--|-------------------------------------|--------------------|----------------------|
| Impurities | Туре | Value | |
| Silicon Oxide (CAS 7631-86-9) | TWA | 80 mg/m3 | |
| US. OSHA Table Z-1 Permissible Exposu | re Limits (PEL) for Air Contaminant | s (29 CFR 1910.100 | 00) |
| Material | Туре | Value | |
| Calcium oxide (CaO) (CAS 1305-78-8) | PEL | 5 mg/m3 | |
| Impurities | Туре | Value | Form |
| Magnesium Oxide (CAS 1309-48-4) | PEL | 15 mg/m3 | Total particulate. |
| Quartz (CAS 14808-60-7) | PEL | 0.05 mg/m3 | Respirable dust. |
| US. OSHA Table Z-3 Permissible Exposu | | 9 CFR 1910.1000) | |
| Impurities | Туре | Value | Form |
| Magnesium Oxide (CAS 1309-48-4) | TWA | 5 mg/m3 | Respirable fraction. |
| | | 15 mg/m3 | Total dust. |
| | | 50 mppcf | Total dust. |
| | | 15 mppcf | Respirable fraction. |
| Silicon Oxide (CAS 7631-86-9) | TWA | 5 mg/m3 | Respirable fraction. |
| | | 15 mg/m3 | Total dust. |
| | | 20 mppcf | |
| Quartz (CAS 14808-60-7) | TWA | 0.1 mg/m3 | Respirable. |
| | | 2.4 mppcf | Respirable. |
| US. ACGIH Threshold Limit Values (TLV) | | | |
| Material | Туре | Value | |
| Calcium oxide (CaO) (CAS 1305-78-8) | TWA | 2 mg/m3 | |

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| US. ACGIH | Threshold | I imit Value | s (TIV) |
|-----------|-----------|--------------|---------|

| Impurities | Туре | Value | Form |
|--|-----------------------------|----------------|----------------------|
| Magnesium Oxide (CAS 1309-48-4) | TWA | 10 mg/m3 | Inhalable fraction. |
| Quartz (CAS 14808-60-7) | TWA | 0.025 mg/m3 | Respirable fraction. |
| NIOSH. Immediately Dangerous to | Life or Health (IDLH) Value | es, as amended | |
| Material | Туре | Value | |
| Calcium oxide (CaO) (CAS 1305-78-8) | IDLH | 25 mg/m3 | |
| Impurities | Туре | Value | |
| Magnesium Oxide (CAS 1309-48-4) | IDLH | 750 mg/m3 | |
| Silicon Oxide (CAS 7631-86-9) | IDLH | 3000 mg/m3 | |
| Quartz (CAS 14808-60-7) | IDLH | 50 mg/m3 | |
| US. NIOSH: Pocket Guide to Chen | nical Hazards | | |
| Material | Туре | Value | |
| Calcium oxide (CaO) (CAS 1305-78-8) | TWA | 2 mg/m3 | |
| Impurities | Туре | Value | Form |
| Silicon Oxide (CAS 7631-86-9) | TWA | 6 mg/m3 | |
| Quartz (CAS 14808-60-7) | TWA | 0.05 mg/m3 | Respirable dust. |

Biological limit values

Appropriate engineering

controls

No biological exposure limits noted for the ingredient(s).

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. If engineering measures are not sufficient to maintain concentrations of dust particulates below the Occupational Exposure Limit (OEL), suitable respiratory protection must be worn. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection

When working with powders or dusts, wear dust-proof chemical goggles and face shield unless full

facepiece respiratory protection is worn.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove

supplier.

Skin protection

Other

Wear appropriate chemical resistant clothing. Apron with long sleeves or two piece chemical

protective clothing, and rubber boots are recommended.

Respiratory protection

If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Wear NIOSH approved respirator appropriate for airborne exposure at the point of use. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA 29 CFR 1910.134.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

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

9. Physical and chemical properties

Appearance

Physical state Solid. **Form** Powder.

Color Light grev - White

Odor Odorless.

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Odor threshold Not available.

Ηα > 12.4 Saturated solution in water

Melting point/freezing point 4661.6 °F (2572 °C) Initial boiling point and boiling 5162 °F (2850 °C)

range

Flash point Not available. **Evaporation rate** Not available. Flammability (solid, gas) Non flammable.

Upper/lower flammability or explosive limits Explosive limit - lower (%) Not available. Explosive limit - upper (%) Not available. Vapor pressure Not available.

Vapor density Not available. Relative density Not available.

Solubility(ies)

Solubility (water) Reacts to form calcium hydroxide.

Partition coefficient Not available.

(n-octanol/water)

Auto-ignition temperature Not available. **Decomposition temperature** Not available. **Viscosity** Not available.

Other information

Density 3.34 g/cm3 **Explosive properties** Not explosive.

Molecular formula Ca-O Molecular weight 56.08 g/mol **Oxidizing properties** Not oxidizing.

10. Stability and reactivity

Reactivity The product is stable and non-reactive under normal conditions of use, storage and transport.

Chemical stability Stable under the prescribed storage conditions.

Possibility of hazardous

reactions

Strong exothermic reaction with acids. Calcium oxide reacts exothermically with water to form calcium hydroxide. The heat generated by this reaction may ignite combustible materials.

Conditions to avoid Contact with incompatible materials. The substance is hygroscopic and will absorb water by

contact with the moisture in the air.

Incompatible materials Acids. Water, moisture. Humid air. Hydrogen fluoride. Phosphorus pentoxide. Boric oxide. Steam.

Many organic materials.

Hazardous decomposition

products

Contact with water: Calcium hydroxide.

11. Toxicological information

Information on likely routes of exposure

Inhalation May cause irritation to the respiratory system. Prolonged inhalation may be harmful.

Skin contact Causes severe skin burns. Eye contact Causes serious eve damage. Ingestion Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics

Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including

blindness could result. May cause respiratory irritation.

Information on toxicological effects

Acute toxicity Not expected to be acutely toxic.

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Toxicological data

Impurities Species Test Results

Silicon Oxide (CAS 7631-86-9)

<u>Acute</u> Dermal

LD50 Rabbit > 5000 mg/kg, 24 Hours

Inhalation

Dust

LC50 Rat > 0.14 mg/l, 4 Hours

Oral

LD50 Rat > 3300 mg/kg

Skin corrosion/irritation

Serious eye damage/eye

Causes severe skin burns.
Causes serious eye damage.

irritation

Respiratory or skin sensitization

Respiratory sensitization Not a respiratory sensitizer.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are

mutagenic or genotoxic.

Carcinogenicity May cause cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Quartz (CAS 14808-60-7) 1 Carcinogenic to humans.

Silicon Oxide (CAS 7631-86-9) 3 Not classifiable as to carcinogenicity to humans.

NTP Report on Carcinogens

Quartz (CAS 14808-60-7) Known To Be Human Carcinogen.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Quartz (CAS 14808-60-7) Cancer

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity -

single exposure

May cause respiratory irritation.

Specific target organ toxicity -

repeated exposure

Not classified.

Aspiration hazard Not an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity Harmful to aquatic life.

Bioaccumulative potential No data available on bioaccumulation.

Mobility in soil No data available for this product.

Other adverse effects The product may affect the acidity (pH-factor) in water with risk of harmful effects to aquatic

organisms.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow

this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches

with chemical or used container. Dispose of contents/container in accordance with

local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste

disposal company.

Waste from residues / unused

products

Dispose in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal

instructions).

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Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number UN1910 UN proper shipping name Calcium oxide

Transport hazard class(es)

Class 8 Subsidiary hazard Label(s) 8 Packing group Ш **Environmental hazards**

> Marine pollutant No.

Symbol A - Airfreight Regulated. This material is not subject to HMR when transported by Special precautions for user

ground. Read safety instructions, SDS and emergency procedures before handling.

Special provisions IB8, IP3, T1, TP33

Packaging exceptions 154 Packaging non bulk 213 Packaging bulk 240

IATA

UN number UN1910 UN proper shipping name Calcium oxide

Transport hazard class(es)

Class 8 Subsidiary hazard Packing group Ш **Environmental hazards** No. **ERG Code** 8L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number UN1910

UN proper shipping name **CALCIUM OXIDE**

Transport hazard class(es)

Class 8 Subsidiary hazard Packing group **Environmental hazards** Marine pollutant No.

EmS Not assigned.

Special precautions for user Not subject to the provisions of this Code but may be subject to provisions governing the

transport of dangerous goods by other modes. SP 960. Read safety instructions, SDS and

emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication

Standard, 29 CFR 1910.1200.

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

Not applicable.

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Quartz (CAS 14808-60-7) Cancer

lung effects

immune system effects

MLC™ Quicklime - Ste. Genevieve SDS US 944609 Version #: 02 Revision date: 04-April-2025 Issue date: 27-September-2024 7/9 **Toxic Substances Control Act (TSCA)**

All components of the mixture on the TSCA 8(b) inventory are designated "active".

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous

Yes

chemical

Classified hazard

Skin corrosion or irritation

categories

Serious eye damage or eye irritation

Carcinogenicity

Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act

Contains component(s) regulated under the Safe Drinking Water Act.

(SDWA)

US state regulations

US. Massachusetts RTK - Substance List

Calcium oxide (CaO) (CAS 1305-78-8) Magnesium Oxide (CAS 1309-48-4)

Quartz (CAS 14808-60-7) Silicon Oxide (CAS 7631-86-9)

US. New Jersey Worker and Community Right-to-Know Act

Calcium oxide (CaO) (CAS 1305-78-8)

Magnesium Oxide (CAS 1309-48-4)

Quartz (CAS 14808-60-7)

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

Calcium oxide (CaO) (CAS 1305-78-8)

Magnesium Oxide (CAS 1309-48-4)

Quartz (CAS 14808-60-7)

Silicon Oxide (CAS 7631-86-9)

US. Rhode Island RTK

Calcium oxide (CaO) (CAS 1305-78-8)

Magnesium Oxide (CAS 1309-48-4)

Quartz (CAS 14808-60-7)

Silicon Oxide (CAS 7631-86-9)

California Proposition 65



WARNING: This product can expose you to SILICA, CRYSTALLINE QUARTZ, which is known to the State of

California to cause cancer. For more information go to www.P65Warnings.ca.gov.

California Proposition 65 - CRT: Listed date/Carcinogenic substance

Quartz (CAS 14808-60-7) Listed: October 1, 1988

International Inventories

| Country(s) or region | Inventory name | On inventory (yes/no)* |
|----------------------|--|------------------------|
| Australia | Australian Inventory of Industrial Chemicals (AICIS) | Yes |
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| China | Inventory of Existing Chemical Substances in China (IECSC) | Yes |
| Europe | European Inventory of Existing Commercial Chemical Substances (EINECS) | Yes |
| Europe | European List of Notified Chemical Substances (ELINCS) | No |

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Country(s) or region Inventory name On inventory (yes/no)* Japan Inventory of Existing and New Chemical Substances (ENCS) Korea Existing Chemicals List (ECL) Yes

New Zealand New Zealand Inventory Yes

Philippines Philippine Inventory of Chemicals and Chemical Substances Yes

(PICCS)

Taiwan Taiwan Chemical Substance Inventory (TCSI) Yes United States & Puerto Rico Toxic Substances Control Act (TSCA) Inventory Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s) A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 27-September-2024

Revision date 04-April-2025

Version # 02

HMIS® ratings Health: 3*

Flammability: 0 Physical hazard: 1

NFPA ratings



Disclaimer

Mississippi Lime Company cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

MLC™ Quicklime - Ste. Genevieve

SDS US 944609 Version #: 02 Revision date: 04-April-2025 Issue date: 27-September-2024 9/9



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday**, **August 26**, **2025** at 12:15 a.m. Eastern Time. Please <u>contact NSF</u> to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=31980&Standard=060&

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Mississippi Lime Company

3870 South Lindbergh Boulevard
Suite 200
St. Louis, MO 63127
United States
800-437-5463
314-543-6348
Visit this company's website
(http://www.mississippilime.com)

Facility: Calera, AL

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|---------------------------------|------------------|---------|
| Hydrated Lime | pH Adjustment | 650mg/L |
| TYPE N STANDARD HYDRATED LIME | pH Adjustment | 650mg/L |
| TYPE N STANDARD HYDRATED LIME - | pH Adjustment | 650mg/L |
| Ca(OH)2 | | |
| TYPE S STANDARD HYDRATED LIME | pH Adjustment | 650mg/L |

| TYPE S STANDARD HYDRATED LIME - Ca(OH)2 | pH Adjustment | 650mg/L |
|--|------------------|---------|
| Calcium Oxide | | |
| Trade Designation | Product Function | Max Use |
| # 2 STANDARD HiCal QUICKLIME | pH Adjustment | 500mg/L |
| (7/8X1/2) CaO | | |
| # 3 STANDARD HiCal QUICKLIME (1/2X18) |) pH Adjustment | 500mg/L |
| CaO | | |
| FINES STANDARD HiCal QUICKLIME | pH Adjustment | 500mg/L |
| (1/8Xo) CaO | | |
| MIX STANDARD HiCal QUICKLIME | pH Adjustment | 500mg/L |
| (7/8X1/8) | | |
| Quicklime[1] | pH Adjustment | 500mg/L |
| | | |

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: McCalla, AL

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|---------------------------------|------------------|---------|
| Hydrated Lime | pH Adjustment | 650mg/L |
| TYPE N STANDARD HYDRATED LIME | pH Adjustment | 650mg/L |
| TYPE N STANDARD HYDRATED LIME - | pH Adjustment | 650mg/L |
| Ca(OH)2 | | |
| TYPE S STANDARD HYDRATED LIME | pH Adjustment | 650mg/L |
| TYPE S STANDARD HYDRATED LIME - | pH Adjustment | 650mg/L |
| Ca(OH)2 | | • O/ - |

Facility: Distribution Center - Tampa, FL

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|---------------------------|-------------------------|---------|
| Hydrated Lime | pH Adjustment | 650mg/L |
| Standard Hydrated Lime | pH Adjustment | 650mg/L |
| Standard Hydrated Lime SP | pH Adjustment | 650mg/L |

Facility: Distribution Center - Des Moines, IA

Calcium Oxide[1]

| Trade Designation | Product Function | Max Use |
|--------------------|-------------------------|---------|
| Granular Quicklime | pH Adjustment | 500mg/L |
| Pebble Lime | pH Adjustment | 500mg/L |
| Quicklime | pH Adjustment | 500mg/L |
| Standard Gran QL | pH Adjustment | 500mg/L |
| Standard Quicklime | pH Adjustment | 500mg/L |

[1] Trade Designation may include "Gran" and/or "Granular."

Facility: Distribution Center - Kansas City, KS

Calcium Oxide[1]

| Trade Designation | Product Function | Max Use |
|-----------------------|------------------|---------|
| Granular Quicklime | pH Adjustment | 500mg/L |
| Pebble Lime[2] | pH Adjustment | 500mg/L |
| Quicklime[2] | pH Adjustment | 500mg/L |
| Standard Gran QL | pH Adjustment | 500mg/L |
| Standard Quicklime[2] | pH Adjustment | 500mg/L |

- [1] Trade Designation may include "Gran" and/or "Granular".
- [2] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

Facility: Verona, KY

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|------------------------|------------------|---------|
| Hydrated Lime | pH Adjustment | 650mg/L |
| Hydrated Lime HRH | pH Adjustment | 650mg/L |
| Standard Hydrated Lime | pH Adjustment | 650mg/L |

Calcium Oxide

| Trade Designation | Product Function | Max Use |
|-------------------------|------------------|---------|
| 1/2" Standard Quicklime | pH Adjustment | 500mg/L |
| Burnt HiCal Quicklime | pH Adjustment | 500mg/L |
| CaO | pH Adjustment | 500mg/L |
| Calcium Oxide | pH Adjustment | 500mg/L |
| Granular Quicklime | pH Adjustment | 500mg/L |
| HiCal Quicklime | pH Adjustment | 500mg/L |
| Lime | pH Adjustment | 500mg/L |
| Pebble Quicklime | pH Adjustment | 500mg/L |
| Quicklime[1] | pH Adjustment | 500mg/L |

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

Facility: Vicksburg, MS

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|-------------------------------|-------------------------|----------|
| Activated Hydrated Lime (HRH) | pH Adjustment | 650mg/L |
| Hydrated Lime | pH Adjustment | 650mg/L |
| Hydrated Lime - HRH80 | pH Adjustment | 650mg/L |
| Liquid Calcium Hydroxide, LCH | pH Adjustment | 1625mg/L |
| Standard Hydrated Lime | pH Adjustment | 650mg/L |

Calcium Oxide

| Trade Designation | Product Function | Max Use |
|-------------------------|-------------------------|---------|
| Gran Standard Quicklime | pH Adjustment | 500mg/L |
| Granular Quicklime | pH Adjustment | 500mg/L |
| Pebble Quicklime | pH Adjustment | 500mg/L |
| Pulverized Quicklime[1] | pH Adjustment | 500mg/L |
| Quicklime[1] | pH Adjustment | 500mg/L |
| Standard Quicklime | pH Adjustment | 500mg/L |

[1] All sizes and gradations.

Facility: Ste. Genevieve, MO

| Calcium Carbonate | | |
|-------------------|--|---------|
| Trade Designation | Product Function | Max Use |
| CalCarb AC3 | Corrosion & Scale Control pH Adjustment | 400mg/L |
| CalCarb R1 | Corrosion & Scale Control pH Adjustment | 400mg/L |
| CalCarb R2 | Corrosion & Scale Control pH Adjustment | 400mg/L |
| Limestone | Corrosion & Scale Control pH Adjustment | 400mg/L |

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|-------------------------------|------------------|----------|
| Activated Hydrated Lime (HRH) | pH Adjustment | 650mg/L |
| Hydrated Lime | pH Adjustment | 650 mg/L |
| Hydrated Lime LCH | pH Adjustment | 1625mg/L |
| Hydrated Lime LCH MP | pH Adjustment | 1625mg/L |
| Hydrated Lime MR-200 | pH Adjustment | 650 mg/L |
| MicroCal HF | pH Adjustment | 650mg/L |
| MicroCal HFT20 | pH Adjustment | 650mg/L |
| MicroCal HM | pH Adjustment | 650mg/L |
| MicroCal HS Hydrated Lime | pH Adjustment | 650mg/L |
| Standard Hydrated Lime | pH Adjustment | 650mg/L |
| Standard Hydrated Lime SP | pH Adjustment | 650mg/L |
| VitaCal H | pH Adjustment | 650mg/L |
| | | |

| VitaCal LCH | pH Adjustment | 1625mg/L |
|-------------------------|-------------------------|----------|
| Calcium Oxide | | |
| Trade Designation | Product Function | Max Use |
| Activated Fine Lime | pH Adjustment | 500mg/L |
| Gran Standard Quicklime | pH Adjustment | 500mg/L |
| Granular Quicklime | pH Adjustment | 500 mg/L |
| MicroCal OF | pH Adjustment | 500mg/L |
| MicroCal OFT15 | pH Adjustment | 500mg/L |
| MicroCal OS | pH Adjustment | 500mg/L |
| Pebble Quicklime[1] | pH Adjustment | 500mg/L |
| Pulverized Quicklime[1] | pH Adjustment | 500mg/L |
| Quicklime[1] | pH Adjustment | 500 mg/L |
| Standard Quicklime[1] | pH Adjustment | 500mg/L |
| VitaCal O | pH Adjustment | 500mg/L |

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

Facility: Distribution Center - Albuquerque, NM

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|---------------------------|------------------|---------|
| Hydrated Lime | pH Adjustment | 650mg/L |
| Standard Hydrated Lime | pH Adjustment | 650mg/L |
| Standard Hydrated Lime SP | pH Adjustment | 650mg/L |

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Chester, SC

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|---------------------------|------------------|----------|
| Hydrated Lime LCH | pH Adjustment | 1625mg/L |
| Hydrated Lime LCH MP | pH Adjustment | 1625mg/L |
| Standard Hydrated Lime | pH Adjustment | 650mg/L |
| Standard RG Hydrated Lime | pH Adjustment | 650mg/L |
| VitaCal LCH | pH Adjustment | 1625mg/L |
| | | |

Calcium Oxide

| Trade Designation | Product Function | Max Use |
|--------------------|------------------|---------|
| Granular Quicklime | pH Adjustment | 500mg/L |
| Pebble Lime | pH Adjustment | 500mg/L |
| Quicklime[1] | pH Adjustment | 500mg/L |
| Standard Gran QL | pH Adjustment | 500mg/L |
| Standard Quicklime | pH Adjustment | 500mg/L |

[1] All sizes and gradations.

NOTE: Only products bearing the NSF Mark are Certified.

Facility: Weirton, WV

Calcium Hydroxide

| Trade Designation | Product Function | Max Use |
|------------------------|-------------------------|---------|
| Hydrated Lime | pH Adjustment | 650mg/L |
| Hydrated Lime HRH | pH Adjustment | 650mg/L |
| Standard Hydrated Lime | pH Adjustment | 650mg/L |

NOTE: Only products bearing the NSF Mark are Certified.

Number of matching Manufacturers is ${\bf 1}$

Number of matching Products is 95

Processing time was o seconds



Client Company ID Number: 1327177

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

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

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

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

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

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

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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





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

B. If an employee presents a DHS Form I-55 I (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

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







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

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





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

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

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





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

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

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.I. of this MOU.

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





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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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





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

Note: If Section I of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-55I) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

D. RESPONSIBILITIES OF SSA

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

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

E. RESPONSIBILITIES OF DHS

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





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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

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



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- allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo
 mismatch, the Employer will send a copy of the employee's Form I-55 I, Form I-766, U.S. Passport, or
 passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

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





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

B. INFORMATION SECURITY REQUIREMENTS

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

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

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





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software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

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

D. COMMUNICATIONS

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

E. SOFTWARE DEVELOPER RESTRICTIONS

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





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

F. PENALTIES

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

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

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

ARTICLE VII

PARTIES

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





Client Company ID Number: 1327177

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





Client Company ID Number: 1327177

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

Approved by:

| Employer | |
|---|--|
| Name (Please Type or Print) | Title |
| Signature | Date |
| E-Verify Employer Agent | |
| ADP, Inc. | |
| Name (Please Type or Print) | Title |
| Maricel Salazar | |
| Signature | Date |
| Electronically Signed | February 09, 2021 |
| Department of Homeland Security - Verification Division | on I have been a second and the seco |
| Name | Title |
| Signature | Date |
| | |





Client Company ID Number: 1327177

| Information Required for the E-Verify Program Information relating to your Company: | | | | | |
|---|---|-----|--|--|--|
| Company Name | MLC | | | | |
| Company Facility Address | 3870 S. Lindbergh Blvd. Suite 200 St Louis, MO 63127 | | | | |
| Company Alternate Address | 3870 S. Lindbergh Blvd. Suite 200 St Louis, MO 63127 | | | | |
| County or Parish | Saint Louis | | | | |
| Employer Identification Number | 37-0183365 | | | | |
| North American Industry Classification Systems Code | Chemical Manufacturing (325) | | | | |
| Parent Company | | | | | |
| Number of Employees | 500 to 999 | 381 | | | |
| Number of Sites Verified for | 12 | 1 | | | |





Client Company ID Number: 1327177

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

| Alabama | 2 |
|----------------|---------------------------|
| Missouri | 2 |
| South Carolina | |
| Kentucky | |
| Kansas | LONG COMMERCIAL PROPERTY. |
| Illinois | |
| West Virginia | |
| Louisiana | |
| Pennsylvania | |
| Mississippi | |





Client Company ID Number:1327177

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

| Name | Jenna Roberts |
|---------------|--------------------------------|
| Phone Number | (557) 214-7877 |
| Fax Number | Anikuana ta Bandi da encar jes |
| Email Address | JMRoberts@mlc.com |



CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY) 4/29/2025

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

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

| PRODUCER | Lockton Companies, LLC | CONTACT NAME: | | | | | |
|----------|--|--|------------|-------|--|--|--|
| | DBA Lockton Insurance Brokers, LLC in CA | PHONE | | | | | |
| | CA license #0F15767 | (A/C, No, Ext): | (A/C, No): | | | | |
| | Three City Place Dr., Ste. 900 | ADDRESS: | | | | | |
| | St. Louis MO 63141-7081 | INSURER(S) AFFORDING COVERAGE | | NAIC# | | | |
| | (314) 432-0500 midwestcertificates@lockton.com | INSURER A: ACE American Insurance Company | | | | | |
| 1305960 | Mississippi Lime Company, LLC dba MLC | INSURER B: ACE Property and Casualty Insurance | Company A | 20699 | | | |
| | 3870 S. Lindbergh Blvd., Suite 200 | INSURER c : Illinois Union Insurance Company | Att | 27960 | | | |
| | St. Louis MO 63127-1308 | INSURER D: ACE Fire Underwriters Insurance | Company A | 20702 | | | |
| | | INSURER E : | | | | | |
| | | INSURER F: | | | | | |

COVERAGES

CERTIFICATE NUMBER: 3650603

REVISION NUMBER: XXXXXXX

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

| NSR TR | TYPE OF INSURANCE | | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP | LIMIT | s |
|-----------|---|-----|------|--------------------|----------------------------|------------|---|------------------------------|
| A | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | Y | N | HDO G48924657 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 2,000,000 \$ 2,000,000 |
| | | | | 9/1 | 2/10 | - | MED EXP (Any one person) | \$ 10,000 |
| | | | | 11 | 1/25 | 8 | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 10,000,000 |
| | POLICY PRO- JECT X LOC | | U | RETY VERIFIE | NS I | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | OTHER: | | | | | | | \$ |
| 1 | AUTOMOBILE LIABILITY | N | N | ISA H11428253 | 5/1/2025 | 5/1/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | X ANY AUTO | H N | | [| | | BODILY INJURY (Per person) | \$ XXXXXXX |
| | OWNED SCHEDULED AUTOS AUTOS | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXX |
| | HIRED NON-OWNED AUTOS ONLY | | | l l | | | PROPERTY DAMAGE (Per accident) | \$ XXXXXXX |
| _ | X Phys Dam X Hired Auto | | | | | | | \$ XXXXXXX |
| | X UMBRELLA LIAB X OCCUR | N | N | XEU G7257686A 004 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE | \$ 1,000,000 |
| - | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ 1,000,000 |
| 4 | DED RETENTION \$ | | | | | | | \$ XXXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N | WLR C73097460 | 5/1/2025 | 5/1/2026 | X PER STATUTE ER OTH- | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | SCF C73097502 (WI) | 5/1/2025 | 5/1/2026 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | (Mandatory in NH) If yes, describe under | | | () | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| - 1 | DÉSCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| | POLLUTION LEGAL LIABILITY | N | N | G27167561 005 | 5/1/2025 | 5/1/2028 | \$10,000,000 PER POLLUT CONDITION \$20,000,000 POLICY AGG | TON |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2010 CALENDAR BID. CITY OF KANSAS CITY, MO IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

| CERTIFICATE HOLDER |
|--------------------|
|--------------------|

CANCELLATION

See Attachment

3650603 CITY OF KANSAS CITY, MO 414 EAST 12TH STREET KANSAS CITY MO 64106-2793 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY) 4/29/2025

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

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

| | er in lieu di such endorsement(s). | | | | |
|--|--|--|--|--|--|
| Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Lovie MO 62141 7081 | CONTACT NAME: PHONE (A/C, No, Ext): (A/C, No): | | | | |
| (314) 432-0500 | E-MAIL ADDRESS: | T. T. T. T. | | | |
| midwestcertificates@lockton.com | INSURER(S) AFFORDING COVERAGE | NAIC# | | | |
| | | 22667 | | | |
| Mississippi Lime Company, LLC dba MLC 3870 S. Lindbergh Blvd., Suite 200 St. Louis MO 63127-1308 | INSURER B: Illinois Union Insurance Company 2 | | | | |
| | | 20699 | | | |
| | INSURER D: ACE Fire Underwriters Insurance Company | 20702 | | | |
| | INSURER E : | | | | |
| | INSURER F: | | | | |
| 1 | Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com Mississippi Lime Company, LLC dba MLC 3870 S. Lindbergh Blvd., Suite 200 | Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com Mississippi Lime Company, LLC dba MLC 3870 S. Lindbergh Blvd., Suite 200 St. Louis MO 63127-1308 Mississippi Lime Company Mississippi Lime Company, LLC dba MLC Mississippi Lime Company Missis | | | |

COVERAGES

CERTIFICATE NUMBER: 18294088

REVISION NUMBER: XXXXXXX

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

| NSR LTR | TYPE OF INSURANCE | | SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMIT | rs | |
|------------|---|-----|------|--------------------|------------|------------|--|------------------------------|--|
| A | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | N | N | HDO G48924657 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 2,000,000 \$ 2,000,000 | |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 | |
| | <u></u> | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 10,000,000 | |
| | X POLICY PRO- | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 | |
| _ | OTHER: | | | | | | | \$ | |
| A | AUTOMOBILE LIABILITY | N | N | ISA H11428253 | 5/1/2025 | 5/1/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 | |
| - | X ANY AUTO OWNED SCHEDULED | | | | | | BODILY INJURY (Per person) | \$ XXXXXXX | |
| | AUTOS ONLY AUTOS | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXX | |
| | AUTOS ONLY AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ XXXXXXX | |
| _ | X Phys Dam X Hired Auto | | | | | | | \$ XXXXXXX | |
| 2 | X UMBRELLA LIAB X OCCUR | N | N | XCQ G7257686A 004 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE | \$ 10,000,000 | |
| 1 | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ 10,000,000 | |
| 4 | DED RETENTION\$ | | | | | | | \$ XXXXXXX | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N | WLR C73097460 | 5/1/2025 | 5/1/2026 | X PER OTH- | | |
| , (| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | SCF C73097502 (WI) | 5/1/2025 | 5/1/2026 | E.L. EACH ACCIDENT | \$ 1,000,000 | |
| | (Mandatory in NH) If yes, describe under | | | (/ | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | |
| [| DÉSCRIPTION OF OPERATIONS below | | | | | | | \$ 1.000,000 | |
| | POLLUTION LEGAL LIABILITY | N | N | G27167561 005 | 5/1/2025 | | \$10,000,000 PER POLLUTION CONDITION \$20,000,000 POLICY AGGREGATE | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION See Attachment |
|---|--|
| | OAROELEATION See Attachment |
| 18294088 FOR INFORMATIONAL PURPOSES ONLY | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, |
| | AUTHORIZED REPRESENTATIVE |

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FOR INFORMATIONAL PURPOSES ONLY

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **18294088**.

Email: STL-edelivery@lockton.comPhone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



CITY OF KANSAS CITY, MO 414 EAST 12TH STREET KANSAS CITY MO 64106-2793

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **3650603**.

•Email: STL-edelivery@lockton.com •Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



Quality Systems Manager MLC 16147 US Highway 61 Ste. Genevieve Missouri, 63670 Product.Compliance@MLC.com

January 24, 2025

CERTIFICATE OF ANALYSIS (COA)

To whom it may concern:

A Certificate of Analysis, CoA, acts as a document confirming the quality of a product based on tested samples. While a CoA at MLC is generated by the required testing and analysis of representative production product samples, an individual random sample may vary as our mineral products are not fully homogenous at all times. Individual bag, containers and pocketed locations in bulk products may differ at times from the CoA associated with certified lot of materials.

Should you have any questions, please contact me at (573) 883-4025 or (Product.Compliance@MLC.com).

Phillip Bess

Quality Systems Manager

hilly Ben

MLC