



J. R. Simplot Company P.O. Box 70013 Boise, ID 83707-0013
(208) 672-2700

Dear Carrier:

Enclosed is information that J. R. Simplot Company requires all motor carriers provide in order to be considered an approved carrier for the Company. This packet contains the following information:

- Motor Carrier Fitness Survey – complete, sign and return survey along with required documents
- Contact List – your copy
- Load Confirmation Form – your copy
- Transportation Agreement and General Safety Regulations for Carriers (Exhibit A) – sign, retain copy, and return original
- Autopay letter – your copy
- Automated Clearing House (ACH) letter – your copy
- Electronic Funds Transfer (EFT) ACH letter – complete, sign, retain copy and return original
- W-9 form – complete, sign, retain copy and return original
- Fuel surcharge letter and matrix – your copy
- Personal Protective Equipment notice – your copy
- Don Plant (Pocatello, ID) Rail Crossing safety notice – your copy
- Security Update letter – Don Plant (Pocatello, ID) – your copy
- "Clean Truck" letter – your copy
- Delay Time Policy Letter – your copy
- Transportation Security letter (hazmat carriers only) – sign, retain copy and return original

Please complete the forms and submit this along with the other supporting documentation to:

J. R. Simplot Company
AgriBusiness Group
Attn.: Customer Service Department
P.O. Box 70013
Boise, ID 83707

FAX: 208-672-2713 or scan and e-mail to AB.Customer.Services@Simplot.com

Upon receipt of this information, carriers who successfully meet the qualification criteria will be considered approved and added to the Approved Carrier List.

The safety of your drivers is of paramount concern for J. R. Simplot Company. To avoid any accidents and injuries, all truck drivers who exit the cab of their truck while loading, or who must exit the cab of their truck to secure truck/trailer equipment (tarps, hoses, etc), must be clothed with full-length pants and long sleeve shirt. Closed-toed and heel shoes/boots are required. No open-toed shoes such as sandals are permitted. A hard hat and safety glasses with the side shields are also required. Additional personal protective equipment is required in some areas.

Please review this with your drivers and encourage their compliance. Your cooperation is appreciated. The safety of your drivers is of utmost importance to us.

Thank you for your interest in providing transportation services to J. R. Simplot Company. If you have any questions please feel free to contact our Transportation Team at 208-672-2730.

Sincerely,

Howard Tauge
Manager, Transportation Operations



J.R. SIMPLOT COMPANY
MOTOR CARRIER QUALIFICATION SURVEY

J.R. Simplot Company requires all motor carriers to provide the information requested below in order to be an approved carrier for the Company. The information is used to determine if a carrier meets the minimum standards established by the Company. Carriers who meet the minimum standards will be invited to complete a *Motor Carrier Transportation Agreement*. The agreement is a contract that outlines all pertinent transportation terms and conditions. After a carrier successfully meets the Company's qualification criteria and executes an agreement, the carrier is considered approved for use and will be added to the Approved Carrier List. Only carriers on the list will be utilized. **ALL** questions must be answered and **ALL** required supporting documentation provided.

1. Company name: _____ DUNS number: _____

(If a subsidiary or affiliate of any other Company list parent company name: _____)

2. Mailing address: _____
(Street or PO Box, City, State, ZIP)

3. Web address of your home page: _____ Email address: _____

4. Telephone number: (Area Code/Number) _____ FAX (Area Code/Number) _____

5. Who is the principal contact at your headquarters office? _____

6. What interstate authority do you hold: ☐ Contract ☐ Common Describe limits: _____

7. Check states in which you hold intrastate authority: CA ☐ OR ☐ WA ☐ ID ☐ TX ☐

8. What is your USDOT number? _____ Your MC number? _____ SCAC code? _____

9. Has your company or any predecessor company filed for bankruptcy? ☐ yes ☐ no

10. Are you a corporation? ☐ yes ☐ no In what state are you incorporated: _____

11. Do you haul hazardous materials: ☐ yes ☐ no

12. Please submit a copy of your current Motor Carrier Safety Measurement System (SMS) BASIC score.

13. If you are a hazardous material carrier, you must have a written hazardous material Transportation Security Plan as set forth by USDOT as found in 49 CFR 172.802. Do you have a Transportation Security Plan in place: ☐ yes ☐ no

YOUR INSURANCE CARRIER MUST PROVIDE COMPANY WITH A CURRENT CERTIFICATE OF COVERAGE AND PROVIDE ENDORSEMENT LISTING J. R. SIMPLOT COMPANY AND ITS SUBSIDIARIES AS AN ADDITIONAL INSURED.

INSURANCE REQUIREMENTS:

Commercial General Liability -- \$1 million each occurrence, Combined Single limit (CSL) for property damage and personal injury. **ANY LIABILITY EXCLUSIONS NEED TO BE SHOWN UNDER THE SPECIAL ITEMS SECTION OF THE CERTIFICATE.**

Commercial Auto Liability -- \$2 million per occurrence non-hazardous hauling and \$5 million per occurrence hazardous hauling, Combined Single Limit (CSL) or higher amounts as may be required by State or Federal regulations. In no event will a minimum below \$1 million or current regulatory limits be authorized.

Motor Truck Cargo Liability -- an amount equal to the value of the goods being transported but in no event less than \$10,000 for bulk fertilizer and \$50,000 for Agricultural chemicals and with no exclusions related to carrier or driver actions.

Workers Compensation -- statutory workers compensation covering all drivers and any employees that would have occasion to visit Simplot premises.

Note: upon written request Simplot may consider a lesser amount of coverage. In no event will a minimum below \$1 million Commercial Auto Liability coverage or current regulatory limits be authorized. Consideration may be given to waive the Commercial General Liability limit at locations where the driver does not routinely exit the vehicle on Simplot premises.

EQUIPMENT: Insert number of units in fleet:

TRACTORS:	w/satellite or cell phone tracking		w/o satellite or cell phone tracking	
	3-axle	4 or more axles	3 axle	4 or more axles
Company-owned				
Owner operators				

	2-axle	3 or more axles
DRY BULK TRAILERS:		
Belt trailers or chain flap		
Bottom dump/hoppers		
End dump trailers		
Side dump trailers		
Pneumatic trailers		

	2-axle	3 or more axles
LIQUID BULK TRAILERS:		
Chemical tanks DOT 406/407		
Compressed gas MC 330/331		
Corrosive (acid) tanks DOT 411/412		
Other non-spec tank Trailers		
Food grade		

	2-axle	3-axle	4 or more axles
OTHER TRAILERS:			
Container chassis			
Standard:			
Super:			
Dry Van			
Flatbeds			
Other (list)			

REQUIRED ATTACHMENTS:

- ✓ Copy of your interstate operating authority
- ✓ Copy of your liability, cargo, and workmen's compensation insurance certificates (for use until your insurance company provides originals)
- ✓ Copy of your hazardous material certificate (hazmat carriers only)
- ✓ Copy of your DOT safety rating notice (if rated)

WHEN COMPLETE, PLEASE RETURN THIS SURVEY ALONG WITH ALL REQUESTED DOCUMENTS TO:

J. R. SIMPLOT COMPANY
Agribusiness Group, ATTN: Customer Service Department
P. O Box 70013
Boise, ID 83707-0113

PLEASE COMMENT ON ANY SPECIAL SERVICES YOUR COMPANY CAN PERFORM, ANY LIMITATIONS, ANY RESTRICTIONS OF YOUR AUTHORITY, AND/OR PREFERRED GEOGRAPHIC TERRITORY.
(ATTACH SEPARATE SHEET)

SIGNATURE OF PERSON COMPLETING FORM

Signature _____

Printed/Typed Name _____

Title _____

Date _____



J. R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, ID 83707-0113

AgriBusiness Customer Service Contacts:

Feed Ingredients (All areas): 800-932-7467

Industrial Products (All areas): 800-832-8893

Ag Fertilizer:

Pacific Northwest, Montana, Northern Plains, Midwest: 800-331-6789

California: 800-742-2015

Idaho, Utah: 800-635-9446

Fax Number for Department: 208-672-2713

Customer Service general e-mail address: ab.customer.services@simplot.com

Web site link: www.simplot.com



TO:
ATTENTION: DISPATCH
FROM: J.R. SIMPLOT COMPANY

REMIT TO: FREIGHT BILLS
J.R. SIMPLOT AGRIBUSINESS
ATTN: CUSTOMER SERVICE
P.O. BOX 70013
BOISE, ID 83707-0113

SUBJECT: ORDER TO BE SHIPPED - PREPAID

Total # of Shipments: 1 Total Qty: 35,00000 TN Gross Wt: 70000.0000 LB

Release #: Shipment #: Scheduled Load Date:
Warehouse #: Promised Delivery Date:
Product: Delivery Instructions:

Origin: Ship To:

Simplot Contact:

Rate Detail: Freight Rate TN
Fuel Surcharge %
Distance: MI

Note: Fuel Surcharge Rate subject to final shipment date.



J.R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

TRANSPORTATION AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____ by and between J.R. Simplot Company, P.O. Box 70013, Boise, ID, 83707, "Shipper" herein and _____ of _____, "Carrier" herein.

RECITAL:

Shipper has available from time to time various commodities. Carrier is a highway Contract Carrier, and is desirous of transporting a part of Shipper's transport requirements.

NOW THEREFORE IT IS AGREED:

1. Carrier agrees to transport and deliver commodities in a reasonably expeditious manner in accordance with the shipping instructions issued to it by the Shipper and to have its driver(s) assist in the loading and unloading of all commodities tendered to it by the Shipper under the terms and conditions hereinafter set forth.
2. In the event of duplicating authority and a conflict between contract and tariff rates, contract rates take precedence. Verbal rate quotes must be reduced to writing according to Section Three (3) of this Agreement. In the event a verbal rate quote is not reduced to writing, Carrier agrees to apply the verbally quoted rate until changed in writing.
3. Commodities are to be transported at rates quoted in writing by Carrier to Shipper. Rate quoted by Carrier may be deleted or changed on fifteen (15) days written notice to Shipper. Rates may be added with no advance notice but must be confirmed in writing within five (5) days of the day quoted and made effective.
4. Carrier shall maintain Public Liability, Property Damage and Cargo Insurance at all times within a minimum at least equal to current state and/or federal requirements or as specified in this Agreement. Carrier will provide Shipper with a copy of said policy(ies) or certificate of insurance reflecting the required coverage. Said policy(ies) of insurance will name Shipper as an additional insured and will contain a clause requiring that Shipper be provided with at least thirty (30) days written notice prior to the effective date of any cancellation or material change in said policy(ies).
5. Carrier agrees to transport commodities subject to the terms and conditions specified on the back of a standard Uniform Bill of Lading.

6. Carrier agrees to comply with all federal, state and local laws, rules, regulations and conditions governing its activities hereunder, secure all permits, licenses, and certificates required by law at Carrier's expense, and at all times to perform its services hereunder in a good and workmanlike manner in accordance with the highest standards of the trade. Carrier agrees to indemnify, defend, release and hold Shipper harmless from and against all liability, costs and expense of loss of or damage to property and/or for injury to or deaths of persons (including, but not limited to, the property and employees of each party hereto) when arising or resulting, directly or indirectly, from any acts or omissions of the Carrier, its agents, employees or invitees associated with or arising out of this Agreement.
7. It is understood and agreed that Carrier and its employees, sub-haulers, lease drivers, and the like are not employees or agents or authorized to act in any respect on behalf of Shipper. Owner-operators are employees of Carrier and are not employees or agents of Shipper. Carrier will provide adequate worker's compensation for its employees in accordance with statutory limits and will have its insurance Carrier maintain a copy of said worker's compensation insurance policy, or certificate of insurance reflecting the required coverage, on file with Shipper at all times. Said policy shall contain a clause requiring that Shipper be provided with thirty (30) days written notice prior to the effective date of any cancellation or material change in policy.
8. Carrier shall file a copy of its Sub-Hauler Bond, if Carrier uses sub-haulers, and maintain a current copy of same with Shipper at all times.
9. Carrier shall file a copy of its Public Utilities Commission ("PUC") (or other governing authority if not regulated by the PUC) permit(s) with Shipper and keep such filings current. Carrier warrants that it is a Highway Contract Carrier operating within the State(s) under authority issued to it by the Public Utilities Commission or other governing authority.
10. Carrier will instruct and train its drivers, all other employees, all owner-operators, all lease drivers and/or sub-haulers in the proper method of reporting accidents, spills or any other incidents as prescribed by the U.S. Department of Transportation, and local Highway Patrol. Adequate insurance in excess of basic insurance described in Paragraph 4 as required by appropriate federal or state statute will be maintained at all times by hazardous material Carriers.
11. Carrier will insure that all employees of Carrier will have in their possession the same personal safety equipment required by Shipper for its own employees performing similar duties, including but not limited to safety glasses, hard hats, respirators, protective clothing, face shields, and gloves.



AGRI-BUSINESS

J.R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

12. In the event Carrier fails to render service satisfactory to Shipper and/or its customers, Shipper reserves the right to utilize other Carriers necessary to insure prompt and efficient service to its customers. Nothing contained herein or otherwise shall obligate Shipper to provide Carrier with a minimum amount of hauls during the term hereof.
13. This agreement shall be for a period of thirty (30) days and continue thereafter until terminated by either party and after giving the other party thirty (30) days advance written notice of termination.
14. Shipper assumes no responsibility or liability for payment of any rates and charges on product sold FOB origin with freight arranged by any other party other than J.R. Simplot Company.
15. All notices shall be addressed to:

IF SHIPPER:

J.R. Simplot Company
Attn: Howard Tauge
P.O. Box 70013
Boise, ID 83707

J.R. SIMPLOT COMPANY

BY: _____

Mgr., Transportation Operations

IF CARRIER:

(Name)

(Address)

(City, State, ZIP)

(Carrier Name)

BY: _____
(Signature)

(Printed Name)

(Title)

EXHIBIT A

GENERAL SAFETY REGULATIONS FOR CARRIERS

1.0 Purpose:

To establish and define the safety regulations that all Carriers are to follow when performing transportation services for the J.R. Simplot Company ("Company").

2.0 Scope:

It is intended that these rules apply to all Carriers that provide services to the J.R. Simplot Company. It is the Carrier's responsibility to thoroughly orient and instruct its agents and employees as to the contents of this policy.

3.0 Responsibilities:

3.1 General: The Carrier is expected to:

- a. Properly instruct all employees in the execution of their job duties.
- b. Conform to all local, state, and federal safety requirements;
- c. All vehicles or other motorized equipment operated at the Company site or within the plant or grounds must be operated in a safe and proper manner at all times;
- d. Comply with all instructions from authorized Company representatives;
- e. Conform to all Company safety, health, and sanitation requirements posted or otherwise communicated by Company to Carrier.

4.0 Procedure:

4.1 Access to Vehicular Traffic:

- a. Employees of the Carrier will enter and exit the plant premises by the entrances established by Company and shall follow assigned routes to and from their work area;
- b. All drivers must observe parking and traffic regulations while on Company property;

- c. Company is not responsible for damage to Carrier's vehicles, regardless of cause, while on Company property. The Company will, however, make all reasonable attempts to assure the well being of Carrier vehicles.

5.0 Other Rules:

5.1 Personal Protection Equipment:

Carrier will provide its employees with approved safety equipment which may be required in the execution of the work. Employees are required to wear adequate foot protection (no sneakers, sandals, open-toed shoes, etc.) when on Company property.

5.2 Firearms:

Firearms may not be brought on Company property (including parking lot) either on a person or in a vehicle.

5.3 Personal Conduct:

The same rules of personal conduct governing Company employees shall also govern the Carrier's employees:

- a. No person under the influence of intoxicants or narcotics will be allowed on Company property, nor shall any person have in his/her possession any intoxicants or narcotics;
- b. Unprofessional conduct such as horseplay, wrestling, fighting, gambling, etc., will not be permitted.
- c. Carrier's employees must stay in their assigned areas and to the jobs at hand. In no case shall they tamper with or handle any equipment in the plant which does not pertain to their job.

6.0 Miscellaneous:

All Carriers are required to sign Attachment No. 1, indicating that each has received a copy of these safety regulations and has read the same.



J.R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

ATTACHMENT NO. 1

CARRIER'S SAFETY INSTRUCTIONS

Carrier Name: _____

Carrier Representative: _____

Date: _____

I hereby acknowledge that I have received a copy of the General Safety Regulations for Carriers. I have read and understand these rules and I will follow them to the best of my ability.

CARRIER REPRESENTATIVE



J.R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

AUTOPAY LETTER

Dear Valued Carrier,

The JR Simplot Company pays all Simplot arranged invoices through our auto payment system. Do not submit freight bills, unless there is are unexpected charges for accessorial fees, such as drop charge, demurrage or washout fees, not included on the original shipment. The payment numbers will be a combination of your Bill of Lading number and your release number (e.g. 4787898_7055555.1).

Enclosed with this packet, you will also find documents for ACH Remittance of payments directly to your bank. Your freight payments will automatically be deposited into your bank account. You will receive a statement of payment with each deposit. This is the preferred method of payment for freight payments.

Thank you,

J. R. Simplot Agribusiness Customer Service
1-800-932-7467



ACH LETTER

Dear Valued Supplier,

J. R. Simplot Company has the ability to pay our suppliers electronically using ACH (Automated Clearing House). Because processing checks is more costly than electronic payments, J. R. Simplot Company has selected ACH as the preferred method of payment. ACH provides immediately available funds to our suppliers. Your payment is automatically deposited into your bank account on the due date so you will never have to worry about your check being lost, stolen or delayed.

We encourage you to take advantage of the benefits of ACH electronic payments from J. R. Simplot Company. If you would like to participate, please complete the enclosed EFT ACH Authorization Form and the 2-page Substitute W-9 Form.

If you choose not to participate in ACH, we are encouraging our suppliers to help us update our records by completing and returning the enclosed 2-page Substitute W-9 Form.

If you have any questions, please contact our Customer Service Department at (208) 389-7457.

Thank you,

J.R. Simplot Company
Enterprise Data Management
PO Box 27
Boise, ID 83707



Shared Services- EDM

ACH Authorization Form

Complete this form to request direct deposit of vendor payments to the bank account you specify below.

Part 1: Payee Information

Name	
Tax Identification Number	
Street Address	
City, State, Zip	
Phone Number	
Remittance Preference	<input type="checkbox"/> None Required or <input type="checkbox"/> Email or <input type="checkbox"/> Fax
Remittance Email or Fax #	

Part 2: Bank Information

Bank Name	
Bank Routing Number (9 digits)	
Bank Account Number	
Bank Account Type	<input type="checkbox"/> Checking or <input type="checkbox"/> Savings

Part 3: Authorization

I hereby authorize J.R. Simplot and/or one or more of its wholly owned subsidiaries, to initiate credit and, if necessary, debit entries and adjustments for any credit entries in error to my account, indicated above, at the depository financial institution named above, and to credit or debit the same from such account. I acknowledge that the authority will remain in effect until I have cancelled it in writing and that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Authorized Signature

Title

Date

Fax this completed form with a copy of a voided check to 208-389-7237 or email to edmdocs@simplot.com.

**J.R. Simplot Company- EDM
PO Box 27
Boise, ID 83707**

**J R Simplot Company &
Subsidiaries**
**Supplier Profile with Supplemental
Data Request Form and IRS W-9**

This form must be completed before Simplot personnel can place an order with or make payment to a supplier. Please complete and mail or fax this form to the requestor indicated on the top of page #1: *(type or use blue or black ink only)*

EDM Fax# (208) 389-7237

JRS Requesting Location:	Requestor's Name / Email Address:	Date: / /
(For Agvance users only) Record needs to be pushed into the following instance of Agvance: _____ SGS _____ Partners _____ SWS _____ SPS		Telephone # () -

<i>Supplier Purchase Order Address:</i>			
Supplier Name:			Dun & Bradstreet #
Address:			Telephone # () -
City/State/Zip: / /			Fax # () -
Customer Service Contact:	Telephone # () -	Fax # () -	Email Address:
Sales Contact:	Telephone # () -	Fax # () -	Email Address:

<i>Remit To Address: <input type="checkbox"/> check here if same as above and complete any additional information below:</i>			
Payee Name:			
Lien Holders:			
Remit-to Address:		Telephone # () -	
City/State/Zip: / /		Fax # () -	
Accounts Receivable Contact:	Telephone # () -	Fax # () -	Email Address:
Other Contact Name & Title:	Telephone # () -	Fax # () -	Email Address:
Default Payment Terms	<input type="checkbox"/> Net 30 <input type="checkbox"/> Net 10 <input type="checkbox"/> 1% 10 / Net 30 <input type="checkbox"/> 2% 10 / Net 30 <input type="checkbox"/> Other:		
Preferred Method of Payment: <input type="checkbox"/> Check <input type="checkbox"/> Direct Deposit Payments (ACH/EFT)			
ACH Bank Name and Location:		Bank Transit #:	Account #:

<i>Optional Business Classification Details (Check All that Apply)</i>		
<u>Business Classification</u> <input type="checkbox"/> Large Business (501 or More Employees) <input type="checkbox"/> Small Business (500 or Fewer Employees) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Historically Underutilized Business Zone (HUBZONE) <small>Refer to Federal Regulation 13 CFR 121.9 and CFR 124</small>	<u>Ownership Status</u> <input type="checkbox"/> Woman Owned <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Other	<u>Ethnicity</u> <input type="checkbox"/> Asian Owned <input type="checkbox"/> Hispanic Owned <input type="checkbox"/> Black Owned <input type="checkbox"/> Caucasian Owned <input type="checkbox"/> Indian (subcontinent) Owned <input type="checkbox"/> Native American Owned
The penalties for false certification under the preference programs of the Small Business Act are: (1) Punishment by imprisonment, fine, or both; (2) Subject to administrative remedies, including suspension and debarment; and (3) Ineligibility for participation in programs conducted under the Act.		

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) * _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above. <input type="checkbox"/> Other (see instructions) *	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): _____ Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person *	Date *
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



J. R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

October 27, 2014

Dear Motor Carrier:

This is in regards to J. R. Simplot Company's AgriBusiness Group fuel surcharge program. For all Simplot AgriBusiness truck shipments the fuel surcharge will be updated **monthly**.

The average diesel fuel price will be based on the last Monday of each month's Rocky Mountain and California average diesel price published by the Energy Information Administration of the U.S. Department of Energy and is available at their website: <http://www.eia.gov/petroleum/gasdiesel/>. ***The fuel surcharge will become effective the first day of the following month.*** The surcharge will remain at one percent of the line haul charge for every six cents per gallon increase above the base price per gallon. The base price will remain unchanged at \$1.51 per gallon for all locations.

Loads originating in California will use the California diesel price while all other origins will use the Rocky Mountain diesel price. If you have any questions about the fuel surcharge policy for Simplot AgriBusiness, please contact Howard Tauge, Manager Transportation Operations at 208-672-2799.

J. R. Simplot Company reserves the right to return to a weekly fuel surcharge structure based on future diesel fuel pricing and overall market conditions.

Please feel free to call me if you have any questions.

Sincerely,

Howard Tauge
Manager, Transportation Operations
Phone: 208-672-2799
Fax: 208-672-2760
Email: howard.tauge@simplot.com



J. R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

The following diesel fuel surcharge formula will be applied to all J. R. Simplot AgriBusiness shipments. The surcharge is 1% of the line haul charge for every \$.06 per gallon increase, which is summarized in the table below:

ALL LOCATIONS		
Base		Bracket Range
From	Through	
\$1.5100	\$1.5699	\$0.0600

From	Through	Surcharge Percent of Line Haul
\$1.3300	\$1.3899	-3%
\$1.3900	\$1.4499	-2%
\$1.4500	\$1.5099	-1%
\$1.5100	\$1.5699	0%
\$1.5700	\$1.6299	1%
\$1.6300	\$1.6899	2%
\$1.6900	\$1.7499	3%
\$1.7500	\$1.8099	4%
\$1.8100	\$1.8699	5%
\$1.8700	\$1.9299	6%
\$1.9300	\$1.9899	7%
\$1.9900	\$2.0499	8%
\$2.0500	\$2.1099	9%
\$2.1100	\$2.1699	10%
\$2.1700	\$2.2299	11%
\$2.2300	\$2.2899	12%
\$2.2900	\$2.3499	13%
\$2.3500	\$2.4099	14%
\$2.4100	\$2.4699	15%
\$2.4700	\$2.5299	16%
\$2.5300	\$2.5899	17%
\$2.5900	\$2.6499	18%
\$2.6500	\$2.7099	19%
\$2.7100	\$2.7699	20%
\$2.7700	\$2.8299	21%
\$2.8300	\$2.8899	22%
\$2.8900	\$2.9499	23%
\$2.9500	\$3.0099	24%
\$3.0100	\$3.0699	25%
\$3.0700	\$3.1299	26%
\$3.1300	\$3.1899	27%
\$3.1900	\$3.2499	28%
\$3.2500	\$3.3099	29%



J. R. Simplot Company
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Boise, Idaho 83707-0113

\$3.3100	\$3.3699	30%
\$3.3700	\$3.4299	31%
\$3.4300	\$3.4899	32%
\$3.4900	\$3.5499	33%
\$3.5500	\$3.6099	34%
\$3.6100	\$3.6699	35%
\$3.6700	\$3.7299	36%
\$3.7300	\$3.7899	37%
\$3.7900	\$3.8499	38%
\$3.8500	\$3.9099	39%
\$3.9100	\$3.9699	40%
\$3.9700	\$4.0299	41%
\$4.0300	\$4.0899	42%
\$4.0900	\$4.1499	43%
\$4.1500	\$4.2099	44%
\$4.2100	\$4.2699	45%
\$4.2700	\$4.3299	46%
\$4.3300	\$4.3899	47%
\$4.3900	\$4.4499	48%
\$4.4500	\$4.5099	49%
\$4.5100	\$4.5699	50%
\$4.5700	\$4.6299	51%
\$4.6300	\$4.6899	52%
\$4.6900	\$4.7499	53%
\$4.7500	\$4.8099	54%
\$4.8100	\$4.8699	55%
\$4.8700	\$4.9299	56%
\$4.8700	\$4.9299	56%
\$4.9300	\$4.9899	57%
\$4.9900	\$5.0499	58%
\$5.0500	\$5.1099	59%
\$5.1100	\$5.1699	60%

DRIVERS: PPE

(PERSONAL PROTECTIVE EQUIPMENT)

REQUIREMENTS WILL BE ENFORCED

REQUIRED WHEN OUTSIDE OF YOUR TRUCK:

- ✓ **HARD HAT**
- ✓ **SAFETY GLASSES WITH SIDE SHIELDS**
- ✓ **LONG SLEEVES**
- ✓ **LONG PANTS**
- ✓ **CLOSED-TOED AND HEEL SHOES**



SAFETY IS SERIOUS BUSINESS * SAFETY SAVES LIVES

SAFETY FIRST

Don Plant Rails Crossing and Idaho Code

Red flashing lights AND gates at a rail crossing means STOP and DO NOT proceed until the gates have lifted and the lights have stopped flashing.

...●●●...

When entering the J.R. Simplot Company AgriBusiness Don Plant Property:

- ❖ Stop at flashing red lights
- ❖ Wait for gates to descend
- ❖ Proceed only when gates have lifted and red lights have stopped flashing
- ❖ Red flashing lights with gates means EVERYONE must stop when the signals begin and may not cross the tracks until the gates have raised and the signals have stopped flashing. A second train may be coming.

Drivers violating standard safety procedures will **PERMANENTLY LOSE PRIVILEGE TO ENTER DON PLANT.**

Violators will be prosecuted according to Idaho Code title 48, Chapter 8, Sections 648, 649 and 650

We at the J.R. Simplot Company, Agribusiness Group, take safety seriously. Our intention is not to punish drivers or to keep them from our facility. Our intention is to encourage all drivers to obey the law. The safety of drivers, employees, and visitors is at stake. Your life is important to us, to your employer, and **your family.**

Stop when the signal lights are flashing at Don Plant crossing. Wait for the gates to descend. You may not cross the tracks until the gates have lifted and the lights have ceased flashing. **A second train may be coming.**

- ❖ Training traveling 60 mph need 1.4 miles to stop.
- ❖ Trains travel eastbound and westbound at Don Plant crossing. Eastbound trains enter Don crossing at 70 mph.
- ❖ At least one train per hour travels over Don Plant Crossing 24 hours per day.
- ❖ Don Plant has **three mainline** tracks.
- ❖ A delay of 5 – 20 seconds, dependent upon the type of train, exists from the beginning of the signal light activation to the gates descending at Don Plant.
- ❖ Semi-trucks cannot clear three tracks in 5 seconds.
- ❖ **STOP!** Don't get trapped on the tracks.

...●●●...

REMINDER: Violation of Idaho Code will result in driver being permanently banned from Don Plant and may result in a citation and fine for the driver!

WHO CARES ABOUT YOUR SAFETY?

J. R. Simplot Company P.O. Box 70013 Boise, ID 83707-0013 (208) 672-2700



J.R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

SECURITY UPDATE – DON PLANT

The J. R. Simplot Company places a high priority on the security of our plant in order to ensure the safety of our employees, visitors, the community, and our plant itself.

The following applies to all visitors, vendors, contractors, and truck drivers. Upon entering the plant all traffic must turn left and stop at the barriers for admittance to the plant areas by the Security force. All drivers are reminded to make absolutely certain they can completely clear the railroad tracks before entering the plant. The roadway to the right will be closed to all traffic. You will be asked if you are carrying a firearm; if so, you will not be allowed access to the plant. Security may check the contents of vehicles entering the plant. You may be asked to show picture identification. You will be asked to identify where you are going, and whom you are going to see. This will be verified by Security prior to access to the plant. Fertilizer truck drivers will continue to follow the procedures established for picking up their loads.

You are still required to use your Simplot plant access card through the card reader system upon entering and exiting the plant. If you do not have a card, Security will issue you one.

We thank you for your adherence to these requirements.

Sincerely,

A handwritten signature in black ink that reads "John Bob". The signature is fluid and cursive, with the first name "John" and last name "Bob" clearly distinguishable.

John Bob
Plant Manager
Pocatello, ID



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Boise, Idaho 83707-0113

CLEAN TRUCK POLICY LETTER

Dear Carrier:

J. R. Simplot Company has a "Clean Truck" policy at our Pocatello (Don Plant) where we require all customer trucks to be clean prior to entering the plant. As such, the drivers sign a certification slip that verifies that their truck is clean.

Periodically, customer trucks entering the plant to pick-up dry fertilizer have spotted to load, however, residual amounts of foreign product are on the gates or affixed to the sidewall of the hopper. We have, in the past, allowed the drivers to clean residual amounts on site and take their product with them in a garbage bag.

This has raised serious safety concerns about Simplot's liability with this practice. As a result, we will be enforcing the "Clean Truck" policy and we will not allow driver's to remove even residual amounts of product—no exceptions.

This is really not a change from our current policy, but we will be stricter in our enforcement of the policy. We will post a sign at the guardhouse reminding the drivers of the "Clean Truck" policy. Without a doubt, there will be driver's upset that have waited in line only to be turned out of the plant. With this in mind, we request that you inform your driver's of this policy to ensure they are aware that their compliance of this "Clean Truck" policy will be strictly enforced by Simplot.

We appreciate your assistance in complying with this policy. If you have any questions, please contact our Don Plant at 208-232-6620.

Sincerely,

A handwritten signature in cursive script that reads "Howard Tauge".

Howard Tauge
Manager, Transportation Operations



J.R. Simplot Company
(208) 672-2700

P.O. Box 70013

Boise, Idaho 83707-0113

DELAY TIME POLICY LETTER

Dear Carrier:

AgriBusiness Group of J. R. Simplot Company appreciates the crucial role carriers provide to our company's success. Meeting customer expectations is heavily reliant on carrier performance. AgriBusiness Group strives to maintain good working relationships with carriers who provide a critical service to our customers. Hours of service regulations issued by the US Department of Transportation's Federal Motor Carrier Safety Administration restricts driver's hours. This ruling also considers loading delays as "on-duty" hours for the drivers. AgriBusiness Group shares carriers' concerns that this may result in a driver running out of hours before completing deliveries.

Please be assured that each JRS loading facility will do everything possible to expedite loading. This will be done without compromising safety, security, product quality, fairness and efficiency. Recognizing that agricultural business is seasonal, the following policy will be enforced when loading is delayed beyond two hours.

Detention charges may be paid if time exceeds two (2) hours from the entry time noted on scale house ticket provided:

1. Carrier immediately gets in loading line after crossing scale.
2. Carrier provides correct and complete load confirmation information to scale house.
3. Carrier's trailer is clean and dry.
4. Carrier has made every effort to communicate with scale house and Customer Service to determine best loading times and traffic flows.
5. Delays have been confirmed and documented by JRS employee.

Detention charges will not be paid if the loading stations are operating steadily and the delay is due to the number of trucks arriving at similar times burdening the loading stations beyond capacity. Detention charges will also not be considered should a driver chose to wait for an "out of stock" product to be produced.

Again, AgriBusiness Group of J. R. Simplot Company appreciates the excellent working relationships enjoyed with motor carriers.

Sincerely,

Howard Tauge
Manager, Transportation Operations



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**TRANSPORTATION SECURITY PLAN LETTER
(Hazmat Carriers only)**

Dear Carrier:

Companies who are subject to the hazardous materials registration program (anyone who transports DOT placarded products) must comply with the current USDOT security regulations.

To comply with this regulation, you must have a written hazardous material Transportation Security Plan that is specific to your facility. The information provided in this Transportation Security Plan is an element of the overall facility security plan. This portion covers the requirements (personnel security, unauthorized access, and en route security) set forth by the United States Department of Transportation as found in 49 CFR 172.802.

As stated in the regulation, Simplot (as a shipper) must verify that contractors, transporting hazardous materials for the Company, have a security plan in place that adequately addresses the assessed security risks of the material to be transported, including risks related to storage of the material during transportation.

So that we may be in compliance with DOT regulations, please verify by signing below, that your operation has a Transportation Security Plan in place.

Sincerely,

Howard Tauge
Manager, Transportation Operations

By _____

Company Name _____

Date _____