



Dear Carrier, Broker or 3PL:

For consideration as a carrier, broker or 3PL for Crop Harbor Foods Company, the following information is required. If your company is non-asset based, not all information will be applicable; please complete/provide only those items that pertain to your company.

- Motor Carrier, broker or 3PL Qualification Survey
- Equipment Fleet Sheet (**owned fleet or fleet you have access to should be listed**)
- Transportation Agreement
- ACH Authorization Form
- W-9 and/or W 8BEN-E form (**most current published version required**)
- General Safety Regulations and Progressive Discipline Policy for Carrier, broker or 3PL form
- Transportation Security Plan Regulations form (applicable hazmat carriers, brokers and 3PL's only)

Please complete, sign and return these documents to: <mailto:quires@cropharborfoods.com>, or submit by US Mail:

Crop Harbor Foods  
AgriBusiness Transportation  
39 Siemonek  
Rise ,  
Bethlehem,  
Tauranga 3110,  
New Zealand

The following information is included for your records and does not need returned:

- Automated Clearing House (ACH) letter
- Auto-pay letter
- Crop Harbor Foods Contact List
- Fuel surcharge letter and matrix
- Personal Protective Equipment Notice
- General Safety Regulations for Carrier, broker or 3PL Notice
- Clean Truck Letter
- FSMA Letter
- Delay Time Policy Letter

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 required. No open toed shoes such as sandals permitted. A hard hat and safety glasses with the side shields are also required. Additional personal protective equipment is required in some areas. We appreciate your cooperation in reviewing with your drivers.

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 Team at [quires@cropharborfoods.com](mailto:quires@cropharborfoods.com)

Sincerely,

J. R. Simplot Company  
Agribusiness Transportation  
[AB.Truck@simplot.com](mailto:AB.Truck@simplot.com)



**Crop Harbor Foods COMPANY  
MOTOR CARRIER, BROKER AND 3PL QUALIFICATION SURVEY**

Crop Harbor Foods Company requires all motor carriers, brokers and 3PL's to provide the information requested below in order to be approved to haul for the Company. The information determines if a carrier, broker or 3PL's meets the minimum standards established by the Company. This document outlines transportation terms and conditions for potential carriers, brokers and 3PL's. After a carrier, broker or 3PL successfully meets the Company's qualification criteria and executes an agreement, the company will add the carrier, broker or 3PL to the Approved List for potential use. The company utilizes only carriers, brokers and 3PL's on the Approved List. **ALL** questions need 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. Office address (if different than mailing address): \_\_\_\_\_  
(Street or PO Box, City, State, Zip)
4. Web address of your home page (if applicable): \_\_\_\_\_
5. Email address(s) (Rate Quotes/Company Inquires): \_\_\_\_\_
6. Phone Number(s) (Rate Quotes/Company Inquires): \_\_\_\_\_
7. Preferred Method of Ship Tenders  FAX  EMAIL
8. Fax/Email (Receipt of Ship Tenders): \_\_\_\_\_
9. Telephone number: (Area Code/Number) \_\_\_\_\_ FAX (Area Code/Number): \_\_\_\_\_
10. Who is the principal contact at your headquarters? \_\_\_\_\_
11. What type of transportation provider is your company?  Asset Based (Own Trailers)  Brokerage  3PL  Other: \_\_\_\_\_
12. Does your company offer drayage services? Yes  No
13. Does your company offer less than truckload services? Yes  No
14. Check the countries in which you hold authority (load/delivery options): Canada  Mexico  United States   
a If delivering to/from Canada or Mexico from United States, is this only available via cross border delivery? Yes  No
15. What interstate authority do you hold:  Contract  Common Describe limits: \_\_\_\_\_
16. Check states in which you hold intrastate authority (load/delivery options): AL  AZ  AR  CA  CO  CT  DE  FL  GA  ID  IL  IN  IA  KS   
KY  LA  ME  MD  MA  MI  MN  MS  MO  MT  NE  NV  NH  NJ  NM  NY  NC  ND  OH  OK  OR  PA  RI  SC  SD   
TN  TX  UT  VT  VA  WA  WV  WI  WY  Western 11 States  48 States
17. What is your USDOT number? \_\_\_\_\_ Your MC number? \_\_\_\_\_ SCAC code? \_\_\_\_\_
18. Has your company or any predecessor company filed for bankruptcy?  Yes  No
19. Are you a corporation?  Yes  No ... In what state are you incorporated: \_\_\_\_\_
20. Do you haul hazardous materials?  Yes  No  
a Do you haul Molten Sulfur?  Yes  No  
b Do you haul NH3 (Ammonia)?  Yes  No  
c Do you have a Transportation Security Plan in place?  Yes  No
21. Please submit a copy of your current Motor Carrier Safety Measurement system (SMS) BASIC score.
22. Do you have a current and routinely maintain a Driver Qualification File?  Yes  No



***EQUIPMENT: Please insert numbers of the below unit types in your fleet or indicate with a check mark the trailers you have access to:***

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				

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

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

OTHER TRAILERS:	2-axle	3-axle	4 or more axles
Container chassis			
Dry Van			
Flatbeds			
Flatbed (with Forklift)			
Refrigerated			
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, brokers and 3PL's only)
- ✓ Copy of your DOT safety rating notice (if rated)

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

**Cropharbor Foods  
Agribusiness Transportation**

**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: \_\_\_\_\_



## TRANSPORTATION AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Crop Harbor Foods, "Shipper" herein and \_\_\_\_\_  
" carrier, broker or 3PL " herein.

### RECITAL:

WHEREAS, Shipper has, from time to time, certain commodities that need transporting;

WHEREAS, Carriers, brokers and 3PL's have or arrange the equipment, personnel, trucks and permits necessary for the purposes of this Agreement; and

WHEREAS, Simplot desires to contract with and engage Carriers, brokers and 3PL's as an independent contractor for the purposes set forth below.

### NOW THEREFORE IT IS AGREED:

- 1. Purpose.** Carriers, brokers and 3PL's agree to transport or arrange transportation and deliver commodities in a reasonably expeditious manner in accordance with the shipping instructions issued by Shipper, and to have its driver(s) assist in the loading and unloading of all commodities tendered to it by Shipper under the terms and conditions hereinafter set forth. Carriers, brokers and 3PL's represent and warrant that Carriers, brokers and 3PL's own, lease, or has rights to use its trucks, trailers, and equipment (referred to as "Vehicles") and has the necessary licenses, permits or other requirements necessary to operate such Vehicles in accordance with all laws and regulation.
- 2. Rates.** In the event of duplicating authority and a conflict between contract and tariff rates, contract rates take precedence. Verbal rate quotes must be set in writing according to Section 3 of this Agreement. In the event a verbal rate quote is not set in writing, Carriers, brokers and 3PL's agree to apply the verbally quoted rate until changed in writing.
- 3. Rate Changes.** Commodities are to be transported at rates quoted in writing by Carrier, broker or 3PL to Shipper. Rates quoted by Carriers, brokers and 3PL's may be deleted/revised with (15) days written notice to the Shipper. Adding rates without advanced notice are required to be set in writing within (5) days of the day quoted and made effective.
- 4. Insurance.** Carriers, brokers and 3PL's shall procure and maintain through the duration of this Agreement, and provide Simplot with a certificate of insurance evidencing a policy that meets or exceeds the requirements set for in **Exhibit A**.



**5. Terms and Conditions.** Carriers, brokers or 3PL agrees to transport commodities subject to the terms and agreements of this Agreement and the terms specified on the back of a standard Uniform Bill of Lading (49 CFR Part 1035).

**6. Licenses, Permits, and Safe Operation.** Carrier, broker or 3PL 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, broker or 3PL's expense. Carrier, broker or 3PL further agree that all Vehicles which are subject to this Agreement shall at all times be maintained and operated by Carriers in a safe manner, and will be kept in such condition at all times to meet all safety rules and regulations and all other maintenance and operational rules and regulations.

**7. Indemnification.** Carrier, broker or 3PL shall indemnify and hold harmless Shipper and its officers, directors, shareholders, agents, and employees from and against all loss, damage, expense (including court costs and attorney's fees), actions, and claims for injury to persons (including injury resulting in death) and damage to property to the extent arising out of or resulting from any act or omission of Carrier, broker or 3PL, its agents or employees that is connected in any way with the transportation services performed under this Agreement. Carrier, broker or 3PL shall also indemnify and hold harmless Shipper from and against any and all claims, damages, lawsuits, judgments, and expenses (including court costs and attorney's fees) for property damage, bodily injury, or death, made by or on behalf of Carrier, broker or 3PL's agents or employees as a result of such persons being on Shipper's premises, except to the extent that such property damage, bodily injury, or death arises out of or results from a negligent act or omission of Simplot, its agents or employees.

**8. Independent Contractor.** Nothing contained herein shall be constructed in such a manner as to deem the relationship between the Parties as that of principal-agent, master-servant, partners, or joint ventures. Rather, Carrier, broker or 3PL will be responsible for its own conduct and the employment, control, compensation and conduct of its agents and employees, and for any injury to such agents or employees or to others through its agents and employees. Carrier, broker or 3PL will hire and provide and supervise and pay its employees and any and all personnel required to perform the purposes of this Agreement. Carriers, brokers and 3PL's are an independent contractor and have no authority to make binding commitments for or on behalf of Shipper, and each Party shall be solely responsible for the acts and omissions of its own employees and agents and shall further be responsible for all wages, salaries, social security, unemployment insurance, and all other obligations, whether compulsory or in the nature of fringe benefits, due its own employees and agents.

**9. Sub-Hauler Bonds.** Carriers, brokers and 3PL's shall file a copy of its Sub-Hauler Bond, if Carrier, broker or 3PL uses sub-haulers, and always maintain a current copy of it with Shipper.

**10. Reporting.** Carrier, broker or 3PL 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 Section 4, above, as required by appropriate federal or state statute, will always be maintained by hazardous material Carrier, broker or 3PL.



**11. Personal Protective Equipment.** Carrier, broker or 3PL will insure that all employees of Carrier, broker or 3PL 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, safety vests, face shields, and gloves.

**12. Non-Exclusive.** This Agreement is not exclusive. Carrier, broker or 3PL may perform the service stated herein for multiple third parties, and the general public; and Shipper may procure the services stated herein from multiple third parties. In the event Carrier, broker or 3PL fails to render service satisfactory to Shipper and/or its customers, Shipper reserves the right to utilize other Carriers, brokers and 3PL's necessary to insure prompt and efficient service to its customers. Nothing contained herein or otherwise shall obligate Shipper to provide Carrier, broker or 3PL with a minimum number of hauls during the term hereof.

**13. Term.** The term of this Agreement shall be effective as of the Effective Date and continue in effect thereafter until terminated by either Party with a ten (10) day written notice. Termination shall not terminate any obligation by either Party to fulfill existing commitments with respect to product deliveries ordered prior to termination of this Agreement.

**14. Liability.** Carrier, broker or 3PL shall be liable to Shipper or its assigns for the full actual loss, damage, or injury to freight and other consequential and compensatory damages occurring while such freight was in possession and under control of Carrier, broker or 3PL, or resulting from Carrier, broker or 3PL's performance or failure to perform the services provided herein. 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. Notices.** Any notice to be given in connection with this Agreement shall be sufficiently given when deposited in the United States mail, registered, postage prepaid, and addressed to the other as follows:

**IF SHIPPER:** [INSERT Carrier, broker or 3PL Name]  
Croph Harbor Foods Company \_\_\_\_\_  
[INSERT Address \_\_\_\_\_

**15. Assignments:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto; provided, however, Carriers, brokers and 3PL's may not assign this Agreement without prior written consent of Shipper.

**16. Governing Law.** This Agreement shall be construed in accordance with, and any and all disputes arising under or out of this Agreement shall be governed by, the laws of the State of Idaho without regard to its conflict of law, rules, and principles.



**17. Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**18. Survival.** The representations, warranties, covenants, liability, indemnification, and other obligations of Carrier, broker or 3PL shall survive termination of this Agreement.

**19. Interpretation.** This Agreement, including the Exhibits to this Agreement, have been negotiated by Carrier, broker or 3PL, and Simplot and no general rule of contract construction requiring an agreement to be more stringently construed against the drafter or proponent of any particular provision may be applied in the construction or interpretation of this Agreement. Unless otherwise expressly provided in this Agreement, the word "including" does not limit the preceding words or terms.

**20. Modification.** This Agreement shall not be modified or altered unless mutually agreed to in writing and signed by both Parties. Other than a senior executive of Shipper or the Shipper signatory to this Agreement, no other Shipper employee or representative has the authority to change or waive any provision of this Agreement or to create any legally binding commitment on behalf of Shipper. IN NO CASE SHALL ORAL COMMUNICATIONS BE EFFECTIVE TO CHANGE OR MODIFY THIS AGREEMENT.

**21. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be enough to bind the Parties to the terms and conditions of this Agreement.

**22. Entire Agreement:** It is agreed and understood that the provisions of this Agreement represent the entire understanding of the parties and if there is any inconsistency between the terms and conditions of this Agreement and any other document, the terms and provisions of this Agreement shall prevail.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the Effective Date above.

**Crop Harbor Company**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[INSERT CARRIER, BROKER or 3PL NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A INSURANCE REQUIREMENTS

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### Crop Harbor Foods COMPANY AND ITS SUBSIDIARIES INSURANCE REQUIREMENTS

Carrier shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverages. The insurance coverage and limits set forth below are designed to satisfy the minimum requirements of the Crop Harbor Foods Company and its Subsidiaries and its Subsidiaries are in no way intended to limit the liability of Carrier (or its employees, agents, and subcontractors) under this agreement. Further, the insurance coverage and limits set forth below are not intended to be a recommended insurance program for Carrier, the Carrier being solely responsible for the sufficiency of its own insurance program.

#### 1. General Liability

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage  
including Products and Completed Operations and Contractual Liability  
\$1,000,000 Each Occurrence - Personal and Advertising Injury  
\$2,000,000 General Aggregate  
Name as Additional Insured Crop Harbor Foods Company and its  
Subsidiaries Required Insurance shall be Primary and Noncontributory  
Include Waiver of Subrogation for Crop Harbor Foods Company and its Subsidiaries

#### 2. Automobile Liability

\$1,000,000 Each Accident - Bodily Injury & Property Damage  
All Owned, Hired & Non-owned vehicles  
\$80,000 Hired and Non-Owned Trailer Physical Damage Coverage if trailers are owned by J.R.  
Simplot Company and its Subsidiaries, deductible not to exceed \$1,000  
MCS-90 Motor Carrier Act Endorsement as required by the Federal Motor Carrier Safety Administration

#### 3. Worker's Compensation

Statutory All States in which work will be performed  
\$1,000,000 Employer's Liability – Each Accident  
\$1,000,000 Employer's Liability – Disease – Each Employee  
\$1,000,000 Employer's Liability – Disease – Policy Limit  
Include Waiver of Subrogation in favor of Crop Harbor Foods Company and its Subsidiaries

#### 4. Cargo/Transit

An amount equal to the value of the goods transported, but in no event, less than \$10,000 limit for bulk Fertilizer and \$50,000 limit for Agricultural chemicals. Cargo insurance deductible not to exceed \$1,000.  
Name as Additional Insured Crop Harbor Foods Company and its Subsidiaries

#### General Provisions

- General Liability Insurance must be written on an occurrence basis. Insurance written on claims made form is acceptable with prior approval of Crop Harbor Foods Company and its Subsidiaries in writing.
- Provide Certificate of Insurance evidencing required insurance prior to the commencement of work under this contract and provide an updated certificate within a reasonable period following renewal of each policy if this contract remains active.





- Coverage shall be provided by an insurance carrier(s) with financial ratings no lower than AM Best A- VII or as otherwise approved by Crop Harbor Foods Company and its Subsidiaries in writing.
- J.R. Simplot Company and its Subsidiaries shall be notified by the insured listed on the certificate as soon as practicable but no later than thirty (30) days prior to any insurance policy cancellation, nonrenewal or changes causing noncompliance with the requirements herein, and no later than ten (10) days prior to cancellation for nonpayment of premium.
- These same insurance requirements shall be required of any subcontractor(s) utilized to perform work related to this contract or as approved by the Crop Harbor Foods Company and its Subsidiaries.
- Total Liability Limits requested may be satisfied with any combination of primary and umbrella/excess insurance.
- Crop Harbor Foods and its Subsidiaries is not responsible for any damage, theft or loss of owned or non-owned property of Carrier used to carry out this Agreement.

**Certificate Holder/Additional Insured Information:  
Crop Harbor Foods Company and its Subsidiaries**

## **ACH LETTER**

Dear Valued Supplier,

Crop Harbor Foods Company can pay our suppliers electronically using ACH (Automated Clearing House). As processing checks is costlier than electronic payments, Crop Harbor Foods Company has selected ACH as the preferred method of payment. ACH provides immediately available funds to our suppliers, payment deposits automatically into your bank account on the due date so you will never have to worry about your check being lost, stolen or delayed. Terms of payment are defaulted to N30 terms unless explicitly stated otherwise.

We encourage you to take advantage of the benefits of ACH electronic payments from Crop Harbor Foods Company. If you would like to participate, please complete the enclosed EFT ACH Authorization Form and the Substitute W-9 and/or W 8BEN-E 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 Substitute W-9 and/or W 8BEN-E Form.

If you have any questions, please contact our Truck Team at [quires@cropharborfoods@gmail.com](mailto:quires@cropharborfoods@gmail.com)

Thank you,

**Crop Harbor Foods Company**

Enterprise Data Management

P39 Siemonek Rise, Bethlehem, Tauranga 3110, New Zealand



**Shared Services - EDM**

**ACH Authorization Form**

Complete this form to request direct deposit of vendor payments to the bank account specified 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 Crop Harbor Foods 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:

**Send this completed form with a copy of a voided check via one of the below:**

**Email:**

**quires@cropharborfoods.com**

**Address: J.R. Simplot Company  
39 Siemonek Rise, Bethlehem, Tauranga 3110, New Zealand**



J

[.quires@cropharborfoods.com](mailto:.quires@cropharborfoods.com)



## **AUTOPAY LETTER**

Dear Valued Carrier, broker or 3PL,

The Crop Harbor Foods Company pays all 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\_7055565.1). Terms of payment are defaulted to N30 terms unless explicitly stated otherwise.

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

Sincerely,

Crop Harbor Foods Simplot  
Company Agribusiness  
Transportation



J

[.quires@cropharborfoods.com](mailto:.quires@cropharborfoods.com)