

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JULY 1, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Purchase of Bulk Rock Salt from DuPage County Contract	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to approve the purchase of bulk rock salt from Morton Salt, Inc. of Chicago, Illinois at a cost of \$70.44 per ton up to an amount of \$183,144.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

Approval of this motion authorizes staff to purchase a maximum amount of 2,600 tons of salt at a cost of \$183,144. The severe winter of 2013/2014 exhausted the budget the salt purchases and a budget amendment may be necessary if this purchases causes expenses to exceed the total budget. Staff will include additional funding for salt in the FY15 Proposed Budget for the winter of 2014/2015.

RECOMMENDATION

Approval on the July 1, 2014 consent agenda.

BACKGROUND

On April 3, 2014, DuPage County issued an invitation to bid for the purchase of bulk rock salt. This County contract combines the needs of the DuPage County Division of Transportation with 13 DuPage municipalities and all nine township highway departments into a single bid document in an effort to consolidate buying power. The Village agreed to purchase a minimum of 1,600 tons, and a maximum of 2,600 tons of salt.

Participating in this contract will provide a secondary source of rock salt for snow and ice control operations by supplementing the salt contract with the State of Illinois. The benefit of the state contract is the large-scale buying power that can result in lower pricing. The disadvantage of this approach is that when demand is high and supply is limited, the State controls the distribution of the available salt. Because of this provision in the contract the Village did not receive salt that was ordered this winter season and operated in a conservation mode for salt. The Village will pay a higher price per ton with the DuPage County contract but will have sufficient supplies for the winter.

A summary of the Village's rock salt supply plans for 2014/15 is shown in the table below.

Vendor	Price Per Ton	Minimum Amount (Tons)	100% Allocation (Tons)	Maximum Amount (Tons)
Morton Salt, Inc. (DuPage County)	\$70.44	1,600	2,000	2,600
Cargill, Inc. (State of Illinois)	Up to \$58.12	4,032	5,040	6,048

Total	5,632	7,040	8,648
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Staff is confident that the amount of salt requested, along with the use of anti-icing agents and the expansion of our salt storage capacity, will provide the material resources necessary to meet the service objectives described in the Village Snow Removal and Ice Control Policy in a cost effective manner.

ATTACHMENTS

- DuPage County Road Salt Bid Documents
- Historical Road Salt Purchase Chart



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201

General Email: purchasing@dupageco.org

INVITATION TO BID:	#14-084	BID ISSUE DATE:	04/03/14
BID DESCRIPTION:	BULK ROCK SALT FOR THE DuPAGE COUNTY DIVISION OF TRANSPORTATION		
BID OPENING DATE:	04/17/14	BID OPENING TIME:	2:00 P.M.
SUBMIT ONE ORIGINAL PLUS ONE COPY		BOND REQUIRED: YES - GROUP 1	

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:

**DU PAGE COUNTY PROCUREMENT SERVICES DIVISION
421 NORTH COUNTY FARM ROAD, ROOM 3-400
WHEATON, IL 60187-3978**

Any communication regarding this invitation between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyer's absence, the Procurement Services Supervisor).

Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

BUYER:	Debby Thompson, CPPB	PHONE:	(630) 407-6184
EMAIL:	dthompson@dupageco.org		
BID COORDINATOR:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	Glenda.Vasak@dupageco.org		

FULL NAME OF BIDDER	Morton Salt, Inc.
BID CONTACT PERSON	Sales Rep., Debbi Jones
TELEPHONE NUMBER	708/891-5847

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

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PROJECT INFORMATION

PROJECT NAME:	BULK ROCK SALT
USER DEPARTMENT:	DIVISION OF TRANSPORTATION

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Bid Language and Specification Inquiries.	Must be submitted in writing to: BidInformation@DuPageCo.Org	04/08/14	3:00 p.m.
Response to Inquiries	Via Email	04/10/14	3:00 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	04/17/14	2:00 p.m.

√	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID
	ONE COPY
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	WARRANTY INFORMATION
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-FORM W-9

AWARDED CONTRACTOR REQUIREMENTS	
BID SECURITY	5% TO BE SUBMITTED WITH BID
PERFORMANCE BOND	20%, DUE WITHIN 10 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 10 DAYS OF NOTICE OF AWARD

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INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Manager of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Procurement Manager's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof,

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inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

DEVIATIONS:

The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

DISCIPLINE:

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines

EXCEPTIONS:

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

ELECTRONIC TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile bid specifications to the Bidder.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the

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comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1) (g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT AWARD INFORMATION:

The successful bidder will be asked to sign a contract agreement (sample attached).

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

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Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at www.DemandStar.com.

Response summaries will be available over the Internet at www.DemandStar.com. This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Bid Coordinator at (630) 407-6190.

END OF INSTRUCTIONS TO BIDDERS

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GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

CHANGES:

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

COMMUNICATIONS:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

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DISCIPLINE:

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

ENDORSEMENTS:

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

FORCE MAJEURE:

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

INDEMNITY:

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

LAW GOVERNING:

The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

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LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LOBBYIST REGISTRATION:

Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

MISCELLANEOUS REQUIREMENTS:

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

PROTEST:

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

RESERVATION OF RIGHTS:

The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications,

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and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request.

TERMINATION, CANCELLATION AND DAMAGES:

This contract may be terminated upon mutual agreement of both parties.

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

VENUE:

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

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SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO X

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

RENEWAL & EXTENSION:

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

COUNTY OF DU PAGE, ILLINOIS

USAGE REPORTS: The Contractor shall be required to submit a usage report on orders placed against the contract with each invoice. The report shall be prepared in a Microsoft Excel Spreadsheet in the format shown below.

Delivery Location	Delivery Date	Delivery Ticket Number	Quantity (Tons)	Unit Price	Extended
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Contractor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Darcie Garza 140 North county Farm Road Wheaton, IL 60187
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VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

END OF SPECIAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS
INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

	TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
3.	**Commercial General Liability ****	
	A. Per Occurrence	\$2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$2,000,000
	2. General Aggregate - Products/ Completed Operations	\$2,000,000
4.	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
5.	Fire Legal Liability (any one fire)	\$100,000
6.	Medical Expense (any one person)	\$10,000
7.	**Umbrella Excess Liability (over primary)	\$2,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
8.	** Business Auto Liability ****	\$1,000,000

* Up to \$5,000,000.00 in Contract Value (in excess contact Risk Manager)

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

**** Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability (is for damage to our vehicle)

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division
 Debby Thompson, CPPB, Buyer
 421 North County Farm Road
 Wheaton, IL 60187-3978

TX: (630) 407-6184
 FX: (630) 407-6201

COUNTY OF DU PAGE, ILLINOIS

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

END OF INSURANCE REQUIREMENTS

COUNTY OF DU PAGE, ILLINOIS

BID# 14-084
SPECIFICATIONS AND PRICING

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by group 1A and/or 1B, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie. Group 2 will be awarded by each individual township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

The County authorized representative for this bid is Darcie Garza, CPPB, reachable at 630-407-6920 or her authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

COUNTY OF DU PAGE, ILLINOIS

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2014 through April 30, 2015, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 1000 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 1000 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2014. All salt will be delivered by May 31, 2015. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

DuPage County Division of Transportation (Group 1) intends to make an initial order of 12,000, tons with delivery expected by 09/30/14. Bidders are required to provide a unit price for this 100% guaranteed delivery. **(EARLY DELIVERY)**. DuPage County Division of Transportation has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity **(STANDARD DELIVERY)**. DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 09/30/14. Bidders are required to provide a unit price for this 100% guaranteed delivery. **(EARLY DELIVERY)**. The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity **(STANDARD DELIVERY)**. The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

COUNTY OF DU PAGE, ILLINOIS

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2014. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

COUNTY OF DU PAGE, ILLINOIS

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by Sept 30, 2014

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,000 TONS	\$ 70.44 /TON	\$ 845,280.00
TOTAL GROUP 1 –A			\$ 845,280.00

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	22,000 TONS	\$ 70.44 /TON	\$ 1,549,680.00
TOTAL GROUP 1 –B			\$ 1,549,680.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
 \$ 75.44 PER TON

TOTAL GROUP 1 A	\$ 845,280.00
TOTAL GROUP 1 B	\$ 1,549,680.00
TOTAL GROUP 1 (LUMP SUM BID)	\$ 2,394,960.00

SHIPPING AND BILLING INFORMATION:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6930 FX: (630) 407-6962	DuPage County Division of Transportation Attn: Darcie Garza 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6920 FX: (630) 407-6921
Same	DuPage County Public Works Attn: Darcie Garza 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6920 FX: (630) 407-6921

COUNTY OF DU PAGE, ILLINOIS

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by September 30, 2014

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,020 TONS	\$ 70.44 /TON	\$ 846,688.80
TOTAL GROUP 2 –A			\$ 846,688.80

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	27,450 TONS	\$ 70.44 /TON	\$ 1,933,578.00
TOTAL GROUP 2 –B			\$ 1,933,578.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
\$75.44 PER TON

COUNTY OF DU PAGE, ILLINOIS

SHIPPING AND BILLING INFORMATION: GROUP 2 – ADDITIONAL LOCATIONS

Bill To:	Ship To:	A-100% Confirmed Quantities – Delivery before September 30, 2014	B-80-130% Estimated Quantities – Standard Delivery (100% Usage Quantity noted)
City of Wheaton Public Works 821 Liberty Drive Wheaton, IL 60189	City of Wheaton Public Works 821 Liberty Drive Wheaton, IL 60189	None	3300 Tons
Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188	Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188	2000 Tons	None
Village of Woodridge Public Works One Plaza Drive Woodridge, IL 60517	Village of Woodridge Public Works One Plaza Drive Woodridge, IL 60517	500 Tons	1000 Tons
Village of Winfield 27W 465 Jewel Road Winfield, IL 60170	Village of Winfield Public Works 0S040 Wynwood Road Winfield, IL 60190	None	100 Tons
Village of Hinsdale 19 E. Chicago Ave. Hinsdale, IL 60521	Village of Hinsdale 225 Symonds Dr. Hinsdale, IL 60521	None	600 Tons
Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515	Village of Downers Grove 5101 Walnut Ave. Downers Grove, IL 60515	None	2000 Tons
Glen Ellyn Public Works 30 S. Lambert Road Glen Ellyn, IL 60137	Glen Ellyn Public Works 30 S. Lambert Road Glen Ellyn, IL 60137	None	1000 Tons
Village of Bensenville 12 S. Center St. Bensenville, IL 60106	Bensenville Public Works 717 E. Jefferson St. Bensenville, IL 60106	500 Tons	None
City of Aurora, Illinois 44 E. Downer Place Aurora, IL 60505	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505	None	9,000 Tons
Village of Villa Park 20 South Ardmore Ave. Villa Park, IL 60181	Village of Villa Park Salt Storage Yard 729 North Ardmore Villa Park, IL 60181	100 Tons	200 Tons
City of Darien 1702 Plainfield Rd. Darien, IL 60561	City of Darien 1041 S. Frontage Rd. Darien, IL 60561	2500 Tons	2000 Tons
City of Naperville 400 S. Eagle Naperville, IL 60540	City of Naperville 180 Fort Hill Drive Naperville, IL 60540	1600 Tons	None
Village of Clarendon Hill 1N Prospect Ave. Clarendon Hills, IL 60514	Village of Clarendon Hills 452 Park Ave. Clarendon Hills, IL 60514	None	300 Tons

COUNTY OF DU PAGE, ILLINOIS

Bill To:	Ship To:	A-100% Confirmed Quantities - Delivery before September 30, 2014	B-80-130% Estimated Quantities - Standard Delivery (100% Usage Quantity noted)
Addison Township Road District 411 W Potter St. Wood Dale, IL 60191	Addison Township Road District 411 W Potter St. Wood Dale, IL 60191	300 Tons	700 Tons
Bloomingdale Township Highway 6N030 Rosedale Ave. Bloomingdale, IL 60108	Bloomingdale Township Highway 6N030 Rosedale Ave. Bloomingdale, IL 60108	1000 Tons	1000 Tons
Downers Grove Township Highway Dept. 4340 Prince St. Downers Grove, IL 60515	Downers Grove Township Highway Dept. 318 Quincy St. Westmont, IL 60515	120 Tons	1500 Tons
Lisle Township Road District 4719 Indiana Lisle, IL 60532	Lisle Township Road District 4719 Indiana Lisle, IL 60532	400 Tons	1200 Tons
Milton Township Highway Dept. 23W040 Poss St. Glen Ellyn, IL 60187	Milton Township Highway Dept. 23W040 Poss St. Glen Ellyn, IL 60187	700 Tons	1100 Tons
Naperville Township Road District 31W331 North Aurora Road Naperville, IL 60563	Naperville Township Road District 31W331 North Aurora Road Naperville, IL 60563	400 Tons	500 Tons
Winfield Township Road District PO Box 617 West Chicago, IL 60186-0617	Winfield Township Road District 30W575 Roosevelt Road West Chicago, IL 60185	800 Tons	800 Tons
York Township Highway Dept. 19W475 Roosevelt Road Lombard, IL 60148	York Township Highway Dept. 19W475 Roosevelt Road Lombard, IL 60148	500 Tons	700 Tons
Wayne Township Road District 4N230 Klein Road West Chicago, IL 60185	Wayne Township Road District 4N230 Klein Road West Chicago, IL 60185	600 Tons	450 Tons

COUNTY OF DU PAGE, ILLINOIS

**BID FORM
PROCUREMENT SERVICES DIVISION
BID #14-084**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Morton Salt, Inc.
Main Business Address	123 N. Wacker Drive
City, State, Zip Code	Chicago, IL 60606-1743
Telephone Number	For ordering: 855/665-4540
Fax Number	312/807-2669
Bid Contact Person	Sales Rep., Debbi Jones, PH# 708/891-5847
Email Address	bids@mortonsalt.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor a Member of the Partnership an Officer of the Corporation a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

See Attached Corporate Resolution

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of

COUNTY OF DU PAGE, ILLINOIS

Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by group 1A and/or 1B, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie. Group 2 will be awarded by each individual township/municipality.

DELIVERY: REQUIREMENTS AS LISTED IN SPECIFICATIONS

GROUP 1-A:

TOTAL LUMP SUM BID: \$845,280.00
Total (in figures)

Eight hundred forty-five thousand two hundred eighty Dollars and zero Cents.
(Print or Type)

GROUP 1-B:

TOTAL LUMP SUM BID: \$1,549,680.00
Total (in figures)

One million five hundred forty-nine thousand six hundred eighty Dollars and zero Cents.
(Print or Type)

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Anthony T. Patton Anthony T. Patton
(Signature and Title) Manager U.S. Government Bulk Ice Control
Sales & Marketing

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 15th day of April AD, 2014

Carolyn M. Carter My Commission Expires: 8/1/2017
(Notary Public)

Leah Pittacora
Leah Pittacora
Project Manager Ice Control
Salt Group



COUNTY OF DU PAGE, ILLINOIS
VENDOR ETHICS DISCLOSURE

The Vendor Ethics Disclosure Statement can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Multi-year contracts: Those contracts with duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be the current and previous calendar years.

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

COUNTY OF DU PAGE, ILLINOIS

	Required Vendor Ethics Disclosure Statement
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Company Name:	Morton Salt, Inc.		
Company Contact:	Debbi Jones, Sales Rep.	Contact Phone:	708/891-5847
Bid/Contract/ PO:	#14-084		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below.

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email

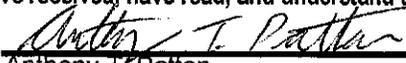
A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: 
 Printed Name: Anthony J. Patton
 Title: Manager U.S. Gov't. Bulk Ice Control Sales & Mktg.
 Date: April 15, 2014

COUNTY OF DU PAGE, ILLINOIS

Form **W-9** Request for Taxpayer Identification Number and Certification
 (Rev. December 2011) Department of the Treasury Internal Revenue Service
 Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Morton Salt, Inc.

Business name/disregarded entity name, if different from above
123 N. Wacker Drive

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Exempt payee
 Other (see instructions) ▶

Address (number, street, apt. no. or suite no.)
123 N. Wacker Drive

City, state, and ZIP code
Chicago, IL 60606-1743

Requester's name and address (optional)
**Dupage County
 421 North County Farm Road**

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 the "Name" line to avoid backup withholding. For individuals, this is 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 entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

2	7	-	3	1	4	6	1	7	4
---	---	---	---	---	---	---	---	---	---

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

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).

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 4.

Sign Here Signature of U.S. person ▶ *Anthony T. Patton* **Anthony T. Patton** Date ▶ **4/15/2014**

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

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Please submit completed W-9 form with your bid proposal

COUNTY OF DU PAGE, ILLINOIS

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

COMPANY NAME:	Illinois DOT
ADDRESS:	801 Stratton Office Building
	401 South Spring Street
	Springfield, IL 62706
CONTACT PERSON:	Wayne Ilsley
TELEPHONE NUMBER:	217/782-5187

COMPANY NAME:	Village of Niles
ADDRESS:	1000 Civic Center Drive
	Niles, IL 60714
CONTACT PERSON:	Susan Bus
TELEPHONE NUMBER:	847/588-8011

COMPANY NAME:	Village of Palatine
ADDRESS:	530 N. Smith Street
	Palatine, IL 60067
CONTACT PERSON:	John D. Powers
TELEPHONE NUMBER:	847/358-6336

COMPANY NAME:	Village of Mt. Prospect
ADDRESS:	1700 W. Central Rd.
	Mt. Prospect, IL 60056
CONTACT PERSON:	Paul Bures
TELEPHONE NUMBER:	847/456-1448

STATE THE NUMBER OF YEARS IN BUSINESS:	164

COUNTY OF DU PAGE, ILLINOIS

SAMPLE
CONTRACT AGREEMENT
CONTRACT #14-084 BETWEEN [CONTRACTOR]
AND THE COUNTY OF DU PAGE

THIS AGREEMENT is entered into this _____ day of _____, 2014, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #14-084 for its Division of Transportation, located at the DuPage County Division of Transportation, 180 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Bid Invitation
- 1.1.b Project Information
- 1.1.c Instructions to Bidders
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.i Exhibits
- 1.1.j County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a _____ year period beginning on _____, 2014 and continuing through _____, 2015.

2.2 The Contract term is subject to renewal according to the Bid Invitation Specifications.

2.3 In no event shall the term plus renewals exceed four (4) years.

3.0 BID PRICES AND PAYMENT

3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

COUNTY OF DU PAGE, ILLINOIS

- 3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

- 4.0 AMENDMENTS
 - 4.1 This Contract may be amended by mutual agreement.
 - 4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

- 5.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES
 - 5.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

- 6.0 SEVERABILITY CLAUSE
 - 6.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

- 7.0 GOVERNING LAW
 - 7.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

- 8.0 ENTIRE AGREEMENT
 - 8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
 - 8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE, ILLINOIS

[CONTRACTOR]

By: _____
JOHN A. MENEGHINI
PROCUREMENT OFFICER

By: _____
AUTHORIZED SIGNATURE

TITLE

NO-BID RESPONSE

Bid #14-084 BULK ROCK SALT

In the event that your organization chooses not to submit a proposal for this solicitation the DuPage County Procurement Services Division is interested in the reasons why Offeror's have chosen not to submit proposals in order to better serve the taxpayers of DuPage County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used (Please list correct address below).
- Other Reasons (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

We continually strive to improve our process. Thank you for taking the time to complete our survey.

Please send your responses to:

DuPage County Procurement Services
421 N. County Farm Road
Room 3-400
Wheaton, IL 60187
Email: BidInformation@DuPageCo.Org



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201
General Email: purchasing@dupageco.org

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 14-084
OPENING DATE: 04/17/14
OPENING TIME: 2:00 P.M.
DESCRIPTION: BULK ROCK SALT FOR THE DUPAGE COUNTY
DIVISION OF TRANSPORTATION

DATED MATERIAL-
DELIVER IMMEDIATELY

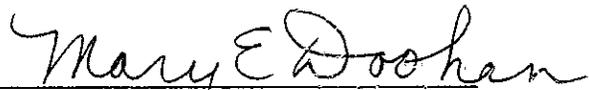
PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL
TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!

CERTIFICATION

I, Mary E. Doohan, Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution duly adopted effective October 1, 2012 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Christian H. Herrmann is a duly elected and acting Chief Executive Officer and President of Morton Salt, Inc. and Andrew J. Kotlarz is a duly elected and acting Chief Financial Officer, Vice President and Treasurer of Morton Salt, Inc. as of the date hereof and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization signed by Christian H. Herrmann and Andrew J. Kotlarz.



Mary E. Doohan
Secretary
Morton Salt, Inc.

Dated: April 15, 2014

Morton Salt, Inc.
Excerpt from Board of Directors' Meeting
October 1, 2012

RESOLVED, that effective October 1, 2012, any two of the officers of the Corporation holding the positions listed below:

Chief Executive Officer and President;
Chief Financial Officer, Vice President and Treasurer; and,
Vice President, General Counsel and Secretary,

and to the extent delegated in writing, their designees, are hereby authorized, for and in the name and on behalf of the Corporation, and any subsidiary, affiliate or business unit thereof, to execute and deliver any and all applications, agreements, bids, bonds, certifications, notices, proxies, real estate conveyances, reports, stock certificates and other documents which they may deem necessary or advisable in furtherance of the business of the Corporation, subsidiary, affiliate or business unit, as the case may be, provided that two signatures be required on any document executed on behalf of the Corporation: such authorizations to be (i) subject to the limitations set forth in any applicable Board of Directors' resolution or published policy of the Corporation, and (ii) subject to the limitations set forth in any K+S AG policy or procedure; and

FURTHER RESOLVED, that the signatures of any two persons designated pursuant to the above resolution affixed to any document described therein shall constitute certification of his or her authority to execute said document on behalf of the Corporation.

**DELEGATION OF AUTHORITY AND POWER OF ATTORNEY
UNDER THE RESOLUTIONS
ADOPTED BY THE BOARD OF DIRECTORS ON OCTOBER 20, 2010**

**For
Morton Salt, Inc.**

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc., on October 20, 2010, any two of the following persons, signing together, are designated as persons authorized to execute and deliver certain documents on behalf of Morton Salt, Inc. (the "Company"), and each one of its subsidiaries, excluding S.P.L.-U.S.A., LLC and its subsidiaries (together the "Companies"), provided that (i) the second authorized signatory be either a higher ranking employee or a supervisor, or an employee at the same level, (ii) the second authorized signatory is involved in the same or similar transactional work matters and responsibilities as the first signatory, (iii) the Directive of Business Transactions and Measures of the Executive Board of K+S Aktiengesellschaft, attached herein as Exhibit A and made a part hereof, is followed, and (iv) the Substantial Transactions outline, attached herein as Exhibit B and made a part hereof, is followed. This delegation of authority and power of attorney supersedes any earlier delegations for the Companies and remains in effect until the person no longer holds the position listed, or this delegation of authority is superseded, amended or terminated.

Effective Date: October 1, 2012.

Morton Salt, Inc.

By: C. Herrmann
Name: Christian Herrmann
Title: President & Chief Executive Officer

Morton Salt, Inc.

By: Andrew J. Kotlarz
Name: Andrew J. Kotlarz
Title: Vice President, Chief Financial Officer and Treasurer

Job Title	Names of Persons holding positions as of above date	Transaction/Category	Maximum Amount per Contract per Year
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<i>Ice Control Sales & Marketing</i>			
Vice President Deicing Sales & Marketing	Daniel P. Thompson	Ice Control Bids or Contracts, Transportation Contracts, Sales of Company products for Ice Control business.	\$50,000,000
Vice President Sales & Marketing	Luc Savoie	Canadian Salt Ice Control Bids and contracts.	\$50,000,000
Director U.S. Commercial Deicing Sales & Marketing	Robert H. George	Morton Salt Ice Control Bids or Contracts for Sales of Company products.	\$50,000,000
Manager U.S. Government Deicing Sales & Marketing	Anthony T. Patton	Morton Salt Ice Control Bids or Contracts for Sales of Company products.	\$50,000,000
Project Manager Ice Control Salt Group	Leah Pittacora	Ice Control Bids and Contracts for sale of company products.	\$50,000,000



Product Data Sheet

Bulk Northern Safe-T-Salt® Halite Ojibway, Ontario, Canada



PDS 213.2
7/04

Description

Bulk Northern Safe-T-Salt® halite at Ojibway, Ontario is direct-mined production of rock salt (mineral Sodium Chloride). The salt is mined from an underground strata by blasting with explosives, followed by crushing and screening. Safe-T-Salt® halite is selected from a medium screening to comply with ASTM and ASSHTO specifications for deicing salt.

Bulk Safe-T-Salt® halite is treated with a mixture of Yellow Prussiate of Soda (YPS, sodium ferrocyanide) and Prussian Blue (PB, ferric ferrocyanide). YPS is water soluble and may leach from the salt when exposed to rain or high humidity, but it imparts immediate protection against caking and freezing. PB is water insoluble, resisting leaching and providing long term protection against caking and freezing.

Crushed Northern rock salt particles are multifaceted and somewhat irregular in shape. Most particles are translucent to white in appearance while some are extremely dark in color due to the presence of quartz, shale, and traces of metallic oxides and sulfides and various hydrocarbon impurities. The Prussian Blue additive contributes a distinct blue color.

Chemical Properties

Bulk Northern Safe-T-Salt® halite contains in excess of 20 elemental impurities, but routine standard salt analysis measures only calcium, magnesium, sulfate and water insolubles. Water insolubles consist of anhydrite (anhydrous calcium sulfate), dolomite (CaMg (CO₃)₂), silica and various iron and heavy metal oxides and sulfides. Potassium Chloride is present at levels of 200 - 300 ppm and hydrocarbons at less than 50 ppm. Ammonia (<10 ppm) and nitrates (<50 ppm) are contributed by explosives.

Chemical analysis, moisture-free basis is:

	Typical	Range
¹ Sodium Chloride (%)	97.5	>96
Calcium & Magnesium as Calcium Sulfate (%)	2.2	<3.5
² Moisture (%)	0.3	<1.5
Water Insolubles (%)	0.3	<0.5
Sodium and Ferric Ferrocyanide (ppm)	50	39 - 60

¹ By difference of impurities, moisture free basis (ASTM procedure), includes potassium chloride

² At the mine

Physical Properties

Screen analysis and bulk density will vary with production shipped through distribution centers and stockpiles as a result of particle attrition and segregation in bulk handling. Pour (loose) bulk density at the mine is about 1217 kg/m³ (76 lbs/ft³).

Sieve Analysis¹

U.S.S. Mesh	Opening Millimeters**	% Retained*		Cumulative % Passing	
		Typical	Range	Typical	Range
1/2-in.	12.5	0	0	100	100
3/8-in.	9.5	4	<5	96	>95
4	4.75	34	23-65	62	30-74
8	2.36	30	16-36	32	14-47
30	0.6	24	10-33	8	<15
Pan	-	8	<15	-	-

¹ At mine.

* On individual screens

** 10 millimeters (mm) per centimeter; 25.4 millimeters per inch

Other Mines

See PDS 213.1 (Fairport OH), 213.3 (Pugwash NS) and 213.4 (Iles De La Madeleine QC) and those for Southern Rock (203) and Solar Salt (304).

Bulk Terminals

Calumet IL; Detroit MI; Muskegon MI; Duluth MN; Green Bay WI; Milwaukee WI; Saginaw MI

Commodity Code

4678

MORTON SALT

123 North Wacker Drive, Chicago, IL 60606-1743 www.mortonsalt.com



Ice Control

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
123 N. Wacker Drive
Chicago, IL 60606-1743

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967

Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Dupage County Treasurer
421 North County Farm Road
Room 3-400

Wheaton, IL 60187-3978

BOND AMOUNT: \$ 119,750.00

PROJECT:

(Name, location or address, and Project number, if any)

Furnishing Salt

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of April, 2014

Evelyn Anderson
(Witness)

Carolyn M. Carter
(Witness)

Morton Salt, Inc.
(Principal) (Seal)

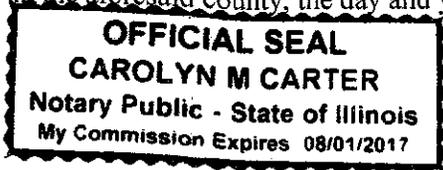
By: Anthony T. Patton
(Title) Anthony T. Patton,
Manager Highway Ice Control

RLI INSURANCE COMPANY
(Surety) (Seal)

By: Kaye C. Harris
(Title) Kaye C. Harris Attorney-in-Fact

On this 15th day of April, 2014, before me personally appeared Kaye Harris, known to me to be the Attorney-in-Fact of RLI Insurance Company the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first written above.



Carolyn M. Carter
(Notary Public)

in the City of Chicago, State of Illinois its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of July, 2013.



RLI Insurance Company

By: Roy C. Die Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 18th day of July, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 15th day of APRIL, 2014.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: Roy C. Die Vice President



Historical Road Salt and Enhanced ⁵ Road Salt Purchase (1987-2014)										
Winter Season	Rock Salt Purchased (Tons)	Rock Salt Unit Price	Rock Salt Price Extension	Enhanced Rock Salt Purchased (Tons)	Enhanced Rock Salt Unit Price	Enhanced Rock Salt Price Extension	Total Cost	Total Purchased (Tons)	Snow (Inches) ¹	
1987/88	6,885.63	\$ 17.09	\$ 117,675.41	0.00	\$ -	\$ -	\$ 117,675.41	6,885.63	43.90	
1988/89 ²	7,150.35	\$ 20.72	\$ 155,267.44	0.00	\$ -	\$ -	\$ 155,267.44	7,150.35	34.20	
1989/90	5,999.11	\$ 20.89	\$ 125,321.39	0.00	\$ -	\$ -	\$ 125,321.39	5,999.11	30.40	
1990/91	5,669.69	\$ 21.22	\$ 120,310.84	0.00	\$ -	\$ -	\$ 120,310.84	5,669.69	26.90	
1991/92	3,636.98	\$ 21.72	\$ 78,995.31	0.00	\$ -	\$ -	\$ 78,995.31	3,636.98	24.10	
1992/93	4,082.14	\$ 21.72	\$ 88,664.10	0.00	\$ -	\$ -	\$ 88,664.10	4,082.14	48.30	
1993/94	5,130.20	\$ 23.60	\$ 121,072.79	0.00	\$ -	\$ -	\$ 121,072.79	5,130.20	41.40	
1994/95	3,034.35	\$ 23.35	\$ 70,852.07	0.00	\$ -	\$ -	\$ 70,852.07	3,034.35	17.30	
1995/96	2,777.29	\$ 26.60	\$ 73,875.91	0.00	\$ -	\$ -	\$ 73,875.91	2,777.29	29.40	
1996/97 ³	4,126.90	\$ 26.94	\$ 110,982.76	0.00	\$ -	\$ -	\$ 110,982.76	4,126.90	39.60	
1997/98	4,044.00	\$ 26.76	\$ 108,217.44	0.00	\$ -	\$ -	\$ 108,217.44	4,044.00	34.70	
1998/99 ⁴	3,832.81	\$ 26.65	\$ 101,769.81	0.00	\$ -	\$ -	\$ 101,769.81	3,832.81	53.40	
1999/2000	4,315.68	\$ 24.56	\$ 105,993.10	0.00	\$ -	\$ -	\$ 105,993.10	4,315.68	30.40	
2000/01	6,803.88	\$ 25.21	\$ 171,525.81	0.00	\$ -	\$ -	\$ 171,525.81	6,803.88	41.50	
2001/02	4,955.65	\$ 29.44	\$ 145,894.34	0.00	\$ -	\$ -	\$ 145,894.34	4,955.65	32.10	
2002/03	4,566.87	\$ 29.16	\$ 133,169.93	68.68	\$ 38.56	\$ 2,648.30	\$ 135,818.23	4,635.55	36.50	
2003/04	4,466.63	\$ 29.16	\$ 130,246.93	543.15	\$ 38.56	\$ 20,943.86	\$ 151,190.79	5,009.78	24.20	
2004/05	4,637.89	\$ 29.91	\$ 138,719.29	165.00	\$ 39.54	\$ 6,524.10	\$ 145,243.39	4,802.89	34.50	
2005/06	3,227.33	\$ 33.23	\$ 107,244.18	0.00	\$ -	\$ -	\$ 107,244.18	3,227.33	26.00	
2006/07	4,767.61	\$ 35.21	\$ 167,867.55	0.00	\$ -	\$ -	\$ 167,867.55	4,767.61	35.60	
2007/08	6,749.52	\$ 38.62	\$ 260,666.46	0.00	\$ -	\$ -	\$ 260,666.46	6,749.52	60.30	
2008/09	6,006.71	\$ 59.25	\$ 355,897.57	0.00	\$ -	\$ -	\$ 355,897.57	6,006.71	52.70	
2009/10	4,962.88	\$ 63.24	\$ 313,852.47	0.00	\$ -	\$ -	\$ 313,852.47	4,962.88	54.20	
2010/11	4,715.28	\$ 63.24	\$ 298,194.31	0.00	\$ -	\$ -	\$ 298,194.31	4,715.28	57.90	
2011/12	5,025.97	\$ 63.24	\$ 317,842.34	0.00	\$ -	\$ -	\$ 317,842.34	5,025.97	19.80	
2012/13	5,019.05	\$ 63.24	\$ 317,404.72	0.00	\$ -	\$ -	\$ 317,404.72	5,019.05	30.10	
2013/14 ⁶	5,052.30	\$ 55.35	\$ 273,845.30	0.00	\$ -	\$ -	\$ 273,845.30	5,052.30	82.00	
MIN.	2,777.29	17.09	70,852.07	0.00	0.00	0.00	70,852.07	2,777.29	17.30	
MAX.	7,150.35	63.24	355,897.57	543.15	39.54	20,943.86	355,897.57	7,150.35	82.00	
AVG.	4,875.66	34.05	167,087.76	28.77	38.89	10,038.75	168,203.18	4,904.43	38.57	
1	Source: Illinois State Water Survey - O'Hare Reporting Station									
2	Includes a \$7,112.15 penalty charge for overage in FY1988/89									
3	Liquidated damages reduced the total purchase by \$195.93 in 1996/97									
4	Liquidated damages reduced the total purchase by \$374.58 in 1998/99									
5	Enhanced road salt is rock salt pre-mixed with liquid magnesium chloride and corrosion inhibitor.									
6	Liquidated damages reduced the total purchase by \$5,799.51 in 2013/14									