

ITEM MOT 2015-6155

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/17/2015

SUBJECT:	SUBMITTED BY:
Authorization to Request Rock Salt Allocation From Lake County and DuPage County Contracts	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize a rock salt allocation of 2,000 tons each with Lake County and DuPage County in the joint purchase of bulk rock salt for the 2015/2016 season. The Council will be obligated to authorize execution of purchase contracts with these allocations at a future date.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

The Village's winter snow and ice control operations span two fiscal years. The budget for the 2015/2016 season includes approximately \$310,000, \$85,176 which is available in the 2015 budget and \$225,000 which is anticipated to be included in the 2016 fiscal year budget. Staff estimates that the total cost of the salt purchase will range from \$232,000 to \$363,000 (using the estimated per ton costs of \$70/ton for Lake County and \$75/ton for DuPage County).

RECOMMENDATION

Approval on the March 17, 2015 consent agenda.

BACKGROUND

The availability and use of bulk rock salt is necessary to meet the snow removal program goal of maintaining safe travel routes during and following snowstorms, as well as restoring mobility for the traveling public within a reasonable time frame following cessation of storm conditions. There are four objectives to achieve when purchasing road salt:

- 1) Maintain the salt supply to respond to all winter weather events per the Village Snow Removal and Ice Control Plan
- 2) Diversify salt supply to ensure on-time delivery
- 3) Minimize cost
- 4) Comply with budget

To best meet these objectives for the 2015/2016 season staff recommends purchasing rock salt through two cooperative purchasing contracts, one with Lake County and the other with DuPage County, as shown in the table below.

Requested Allocation (tons)	Minimum	Allocation	Maximum
Lake County Contract	1,600	2,000	2,400
DuPage County Contract	1,600	2,000	2,600
Total Amount	3,200	4,000	5,000

The amount of salt required to be purchased (3,200 to 5,000 tons), along with the 3,000 tons of salt on hand, would provide the village with 6,200 to 8,000 tons of salt and should allow the Village to continue to meet the service objectives described in the Village Snow Removal and Ice Control Policy in a cost effective manner. The average annual salt usage is about 4,800 tons with a minimum usage of about 2,800 tons and a maximum usage about 7,200 tons. The Village can store 6,700 tons.

The Village has historically purchased rock salt through a State-aggregated bidding process. The State bid process requires the Village to commit to purchasing salt at an unknown bid price. The State begins their bid process late by industry standards which tends to result in higher prices. In 2014 the Village was able to extend their 2013 salt prices through the State process and paid \$58.12 per ton. This contract extension is not available for 2015. The State bid prices for agencies who were not able to extend contracts varied from \$75 to \$130 per ton. Because of issues with the reliability of service deliveries from the State bid in the 2013/14 winter season the Village elected to purchase a portion of its rock salt supply through a DuPage County contract because of issues receiving the full Village allocation through the State bid.

The option to purchase rock salt through a Lake County bid is a new option this year and is part of the Municipal Partnering Initiative (MPI). Last year, Lake County and 26 other units of government participated in a joint salt bid and purchased 43,400 tons of salt. Due to the success of this effort, a number of communities approached Lake County about participating in the future. As contract terms were discussed for the second year, the vendor agreed to allow communities who did not originally participate to do so for next year. Pricing will range from \$67.14 to \$71.42 per ton. The actual price per unit of government will be determined by the vendor based on the freight, volume and delivery location once an allocation is provided. There is a \$2 per ton discount for any orders that are placed prior to November 1, 2015.

DuPage County is in the process of preparing bid documents and is requesting allocation amounts from interested communities. Because of the Counties proximities to salt depots, and based on the timing of bidding they anticipate receiving bid prices as favorable or more favorable than those received by Lake County. The DuPage County contract also allows for deliveries as much as 130% of the allocation.

Based upon the bid pricing available from the Lake County bid and the pricing projections and the more favorable contract terms with DuPage County over the State of Illinois staff recommends dividing the total allocation for 2015/2016 between the Lake County and DuPage County contracts.

ATTACHMENTS

Lake County Contract

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 NORTH AMERICAN SALT COMPANY
 9900 W. 109th Street
 Overland Park, KS 66210

SURETY:

(Name, legal status and principal place of business)
 RLI INSURANCE COMPANY
 9025 North Lindbergh Drive
 Peoria, IL 61615

OWNER:

(Name, legal status and address)
 LAKE COUNTY
 PURCHASING DIVISION
 18 North County Street, 9th Floor - Admin, Waukegan, IL 60085

BOND AMOUNT: Five percent of amount bid.
 (5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
 Purchase of Bulk Rock Salt for the Lake County Division of Transportation and other local Governmental Units

Project Number, if any:

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

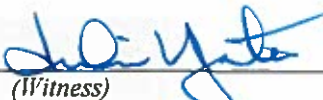
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

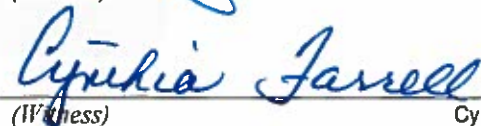
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 14th day of March, 2014


 (Witness)


 (Witness)

Cynthia Farrell

NORTH AMERICAN SALT COMPANY


 (Principal) (Seal)
 (Title)

RLI INSURANCE COMPANY


 (Surety) (Seal)
 (Title) Evangelina Dominick, Attorney in Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Annette M Leuschner, Cynthia Farrell, Debra A Deming, Evangelina L Dominick, Jessica Iannotta, Kelly O'Malley, Sandra Diaz, Thomas Rhatigan, Valerie Spates, Vivian Carti, all of the City of NEW YORK, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000 00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 13 day of December 2013.

WESTCHESTER FIRE INSURANCE COMPANY

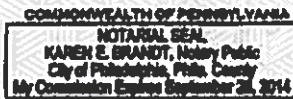


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 13 day of December, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 14th day of March, 2014



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 13, 2015.

Super Security ANTI-FRAUD PROTECTION

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2012

ADMITTED ASSETS

BONDS	\$1,915,932,115
SHORT - TERM INVESTMENTS	22,465,390
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	(41,292,474)
PREMIUM IN COURSE OF COLLECTION*	56,678,650
INTEREST ACCRUED	17,136,830
OTHER ASSETS	148,350,304
TOTAL ASSETS	<u><u>\$2,119,270,815</u></u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$215,324,197
RESERVE FOR LOSSES	1,103,762,744
RESERVE FOR TAXES	3,515,562
FUNDS HELD UNDER REINSURANCE TREATIES	4,484,136
OTHER LIABILITIES	(21,519,017)
TOTAL LIABILITIES	<u><u>1,305,567,622</u></u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	292,187,374
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	111,710,473
SURPLUS (UNASSIGNED)	404,805,246
SURPLUS TO POLICYHOLDERS	<u><u>813,703,193</u></u>
TOTAL	<u><u>\$2,119,270,815</u></u>


(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2012.

Sworn before me this March 15, 2013



 Vice President



 Notary Public

December 8, 2015
 My commission expires

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Diane Wright, Notary Public
 City of Philadelphia, Philadelphia County
 My Commission Expires Aug. 8, 2015
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



April 4, 2014

Dear Sir / Madam:

North American Salt Company (NASC) appreciates the opportunity to submit a rock salt bid to Lake County for the 2014/2015 season. Due to the intensity of this past season's winter and in an effort to assist us in better servicing your needs moving forward, we are asking the Lake County bid participants to accept the following amendments to the current bid documents. Acceptance of these amendments will allow NASC to better service your requirements for the coming year by optimizing inventory levels at your service depot.

1. Bid is binding for thirty (30) days after the bid opening date.
2. NASC will not be able to accept a secondary or back-up award.
3. The participants agree to purchase 80% of the base bid quantity (49,410 tons total) and NASC agrees to provide up to 100% of the base quantity. The base quantity amount is negotiable.
4. The participants also agree not to take any tons prior to June 1, 2014.
5. The participants agree to take delivery of the 80% minimum on or before March 31, 2015. (Please understand that NASC is unable to carry over inventory at our depot.)
6. 7 day delivery window only applies to tons ordered after November 1 of the given contract year.
7. Contract expires on March 31, 2015. Contract may be extended for up to two (2) additional years upon mutual agreement. Pricing for contract extensions is negotiable. Quantity for extensions is also negotiable.

Should you have questions please do not hesitate to call me on my direct line at (913) 344-9330.

Sincerely,

A handwritten signature in blue ink that reads 'Sean Lierz'.

Sean Lierz
Senior Sales Manager-Highway Sales



Purchasing Division
18 North County St 9th Floor
Waukegan, IL 60085-4350
Phone 847 377 2929
Fax 847 984 5889

March 21, 2014

ADDENDUM #1 (Page 1 of 8)

INVITATION TO BID #14040

Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other local Governmental Units
Bid Opening Date: Thursday, April 10, 2014; 2:00 p.m. Local Time

Please note the following clarifications, revisions, and additions to the bid documents.

REVISED BID SHEET

1. Bid Sheet 2 of 2 has been revised and is included herein. Bidder shall use the revised bid sheet with their bid submission. The CONTACT INFORMATION AND LOCATIONS sheet has also been revised and is included herein. A new Bid Item has been added, the Village of Lindenhurst. This new location has been added as Bid Item #29 on both sheets.

REQUESTS FOR INFORMATION

1. Question: Lake County has the option to roll their current contract under the CMS State of Illinois contract for one more year. Does this bid mean they are choosing not to roll on the CMS contract or are these quantities above and beyond the CMS allotment?
Response: Lake County is continuing to purchase off of the CMS contract. This new bid, Bid #14040, will be in addition to Lake County's purchases off of the CMS contract.
2. Question: Can you please confirm Lake County was on the State of IL bid last year?
District 1 – 6 locations – Morton \$50.96/ton
District 1 – Libertyville – Cargill \$55.19/ton
Response: Lake County did participate in the last bid issued by the State of Illinois. Lake County's price is \$ 55.19 per ton, from Cargill. Bidders may find other prices on the CMS web-site.

PLEASE SIGN THIS FORM AND E-MAIL TO purchasing@lakecountyil.gov or FAX TO 847-984-5889
WITHIN 24 BUSINESS HOURS. RETURN ORIGINAL WITH BID.

I will be submitting a bid or I will not be submitting a bid because _____

Sincerely,

RuthAnne Hall
Lake County Purchasing Agent

Acknowledged and Accepted 14040-01:

Signature:

Company:

~~NORTH AMERICAN SALT COMPANY~~
~~A COMPASS MINERALS COMPANY~~
9900 WEST 109TH STREET
OVERLAND PARK, KS 66210
TEL. 800-323-1641



Purchasing Division
18 North County St 9th Floor
Waukegan, IL 60085-4350
Phone 847 377 2929
Fax 847 984 5889

March 21, 2014

ADDENDUM #1 (Page 2 of 8)

INVITATION TO BID #14040

**Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other local Governmental Units
Bid Opening Date: Thursday, April 10, 2014; 2:00 p.m. Local Time**

Please note the following clarifications, revisions, and additions to the bid documents.

REQUESTS FOR INFORMATION continued

3. **Question:** Does the County plan on going on the State bid again this year?
Response: Yes. Please refer to the answer to Questions #1 herein.
4. **Question:** Would you be able to provide us with a bidders list?
Response: The current list of registered suppliers for Bid #14040 is included herein, 1 page.
5. **Question:** On page 1, there appears an image with 4 locations, however, only #4 is listed on the bid sheet. Is this the only location to which deliveries will be made?
Response: The purpose of this image is merely to identify the location of the Central Permit Facility, in the Lake County Libertyville Complex, as the bids are to be submitted to the Central Permit Facility.
6. **Question:** On page 15 #8, it states Lake County reserves the right to sell or give salt to other governmental agencies. Will the vendor be expected to deliver to these locations or will Lake County be solely responsible for distribution?
Response: The awarded Contractor (s) will not be responsible to deliver product in connection with Section 8., Third Party or Acting in the best interest of citizens of Lake County.
7. **Question:** How many tons are expected for the early fill (orders placed before Nov. 1)?
Response: Since this is the first joint bid issued by Lake County, there is no history available to utilize in answering this question. **An educated guess is that 50% of the total commitment will be for delivery prior to November 1.**

END OF ADDENDUM #1

Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units

BID SHEET 2 OF 2 REVISED PER ADDENDUM #1

Bid Opening Date: April 10, 2014
 Bidder Name:

North American Salt Co., A Compass Minerals Co.

Bidder Address: 9900 W. 109th St., Ste. 100, Overland Park, KS 66210

Bid Item #	Local Governmental Unit	Quantity: Estimated Usage	Unit of Measure	Column A Unit Price for 80 % to 120% of the Estimated Usage	Column B Extended Total of Column A, based on 100% of the Estimated Usage	Column C Unit Price for 120% to 150% of the Estimated Usage	Column D Delivery Prior to November 1.
				BID Unit Price	Bid Extension	BID Unit Price ONLY	BID Unit Price ONLY
1	Lake County Division of Transportation	18,000	Ton	68.75	1,237,500.00	No Bid	66.75
2	Antioch Township Highway Department	500	Ton	67.90	33,950.00		65.90
3	Avon Township	700	Ton	69.66	48,762.00		67.66
4	Village of Bannockburn	60	Ton	71.42	4,285.20		69.42
5	Village of Beach Park	500	Ton	67.15	33,575.00		65.15
6	Village of Buffalo Grove	3,500	Ton	71.42	249,970.00		69.42
7	Cuba Township	4,000	Ton	72.18	288,720.00		70.18
8	Village of Deerfield	1,500	Ton	70.44	105,660.00		68.44
9	Freemont Township	700	Ton	69.66	48,762.00		67.66
10	Village of Glenview	2,000	Ton	71.42	142,840.00		69.42
11	Village of Grayslake	1,500	Ton	68.75	103,125.00		66.75
12	Village of Gurnee	1,000	Ton	67.90	67,900.00		65.90
13	Village of Hainesville	350	Ton	68.75	24,062.50		66.75
14	City of Highland Park	2,000	Ton	70.44	140,880.00		68.44
15	City of Lake Forest	500	Ton	69.66	34,830.00		67.66
16	Lake Villa Township	1,000	Ton	68.75	68,750.00		66.75

Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units

BID SHEET 2 OF 2 REVISED PER ADDENDUM #1

Bid Item #	Local Governmental Unit	Quantity: Estimated Usage	Unit of Measure	Column A	Column B	Column C	Column D
				Unit Price for 80 % to 120% of the Estimated Usage	Extended Total of Column A, based on 100% of the Estimated Usage	Unit Price for 120% to 150% of the Estimated Usage	Delivery Prior to November 1.
				BID Unit Price	Bid Extension	BID Unit Price ONLY	BID Unit Price ONLY
17	Village of Libertyville	2,200	Ton	68.75	151,250.00	NO BID	66.75
18	Village of Lincolnshire	200	Ton	70.44	14,088.00		68.44
19	Newport Township	200	Ton	67.90	13,580.00		65.90
20	City of Park City	300	Ton	68.75	20,625.00		66.75
21	Village of Round Lake	600	Ton	69.66	41,796.00		67.66
22	Village of Round Lake Beach	1,000	Ton	69.66	69,660.00		67.66
23	Vernon Township	920	Ton	71.42	65,706.40		69.42
24	Village of Vernon Hills	1,600	Ton	70.44	112,704.00		68.44
25	Village of Wadsworth	800	Ton	67.90	54,320.00		65.90
26	Warren Township	2,000	Ton	67.90	135,800.00		65.90
27	Wauconda Township	1,000	Ton	70.44	70,440.00		68.44
28	Waukegan Township	80	Ton	68.75	5,500.00		66.75
29	Village of Lindenhurst	700	Ton	68.75	48,125.00		66.75
	TOTAL	49,410	Ton		3,437,166.10		

**Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units
CONTACT INFORMATION AND LOCATIONS REVISED PER ADDENDUM 1**

Bid Item #	Local Governmental Unit	Commitment	Contact Information	Delivery Location
1	Lake County Division of Transportation	18,000 tons	Kevin Kerrigan 600 W. Winchester Rd. Libertyville, IL 60048 P: (847) 377-7498 kkerrigan@lakecountyil.gov	600 W Winchester Road Libertyville, IL 60048
2	Antioch Township Highway Department	500 tons	Mark Ring Antioch Township Highway Dept. P: (847) 395-2070 antiochtownshiphighwy@sbcglobal.net	933 Bartlett Avenue Antioch, IL 60072
3	Avon Township	700 tons	Avon Township Highway Department 389 W Main Street Hainesville, IL 60073 Attn: Highway Commissioner Bob Kula P: (847) 546-7480 bob@avontownship.com	389 W. Main Street Hainesville, IL 60073
4	Village of Bannockburn	60 tons	Linda McCulloch T: 847 945.6080 LMcCulloch@villageofbannockburn.org	620 Anthony Trail Northbrook, IL 60062
5	Village of Beach Park	500 tons	Gene Gross Superintendent of Public Works P: (847) 868-4429 gene_gross@villageofbeachpark.com	40185 N. Glendale Rd Beach Park, IL 60099
6	Village of Buffalo Grove	3,500 tons	Brett Robinson Purchasing Manager P: (847) 459-2525 brobinson@vbg.org	Buffalo Grove Public Service Center 51 Raupp Boulevard Buffalo Grove, IL 60089
7	Cuba Township	4,000 tons	Randall Marks, Commissioner P: (847) 381-1924 randymark@cubaroads.com	28000 W Cuba Road Barrington, IL 60010
8	Village of Deerfield	1,500 tons	Eric Oscarson Assistant to the Director of Public Works and Engineering Village of Deerfield 465 Elm Street Deerfield, IL 60015 P: (847) 719-7462 egoscarson@deerfield.il.us	465 Elm Street Deerfield, IL 60015
9	Freemont Township	700 tons	Bill Grinnell P: (847) 223-2847 fremonthwy@tds.net	22376 W. Erhart Road Mundelein, IL 60060
10	Village of Glenview	2,000 tons	Jerry Burke Director of Public Works 1333 Shermer Road Glenview, IL 60026 P: (847) 904-4525 jburke@glenview.il.us	1333 Shermer Rd Glenview, IL 60026
11	Village of Grayslake	1,500 tons	Peter Riggs P: (847) 223-8515 priggs@villageofgrayslake.com	585 Berry Avenue Grayslake, IL 60030
12	Village of Gurnee	1,000 tons	Thomas J. Rigwood Director of Public Works Village of Gurnee 1151 Kilborne Rd. Gurnee, IL 60031 P: (847) 599-6800 x 6811 trigwood@village.gurnee.il.us	1511 Kilborne Rd Gurnee, IL 60031

**Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units
CONTACT INFORMATION AND LOCATIONS REVISED PER ADDENDUM 1**

Bid Item #	Local Governmental Unit	Commitment	Contact Information	Delivery Location
13	Village of Hainesville	350 tons	Jeff Gately - Public Works Superintendent Village of Hainesville P: (847) 223-2032 jeffgately@hainesville.org	389 Main Street Hainesville, IL 60073
14	City of Highland Park	2,000 tons	Ramesh Kanapareddy, P.E., CFM Director of Public Works City of Highland Park 1150 Half Day Road Highland Park, IL 60035 P: (847) 432-0807 F: (847) 432-9907 www.cityhpiil.com	1150 Half Day Road Highland Park, IL 60085
15	City of Lake Forest	500 tons	Michael Thomas, Director of Public Works The City of Lake Forest 800 N. Field Drive Lake Forest, IL 60045 P: (847) 810-3540 F: (847) 615-4295 thomasm@cityoflakeforest.com	City of Lake Forest 800 N. Field Drive Lake Forest, IL 60045
16	Lake Villa Township	1,000 tons	Jim Jorgensen Lake Villa Township Highway Commissioner P: (847) 356-5831 C: (847) 721-5831 jimjorgensen@hotmail.com	37855 N Fairfield Lake Villa, IL 60046
17	Village of Libertyville	2,200 tons	John Heinz- Director of Public Works P: (847) 918-2016 C: (847) 344-1338 jheinz@libertyville.com	600 North Avenue Libertyville, IL 60048
18	Village of Lincolnshire	200 tons	Scott Phippen, Superintendent of Administration, Fleet Services, & Facilities Village of Lincolnshire One Olde Half Day Road Lincolnshire, IL 60069 P: (847) 913-2382 F: (847) 913-0869 SPIPPE@VILLAGE.LINCOLNSHIRE.IL.US	One Olde Half Day Road Lincolnshire, IL 60069
19	Newport Township	200 tons	Rodger Edmonds Newport Township Highway Commissioner P.O. Box 312 Russell, IL 60075 P: (847) 812-9546 P: (847) 395-7708 newporthighwaydept@gmail.com	TENTATIVE 14155 W. Wadsworth Road Wadsworth, IL 60083
20	City of Park City	300 tons	Kenneth Magnus, City Engineer 3355 Belvidere Road Park City, IL 60085 P: (847) 623-5030 Kenneth.magnus@parkcityil.org	2 LOCATIONS 3355 Belvidere Road Park City, IL 60085 3516 W Washington Street Gurnee, IL 60031
21	Village of Round Lake	600 tons	Ron Kroop, P.E. Round Lake Public Works Director P: (847) 546-0962 rkroop@roundlake.com	751 W. Town Line Road Round Lake, IL 60073
22	Village of Round Lake Beach	1,000 tons	Gary Gramhofer - Public Works Director Village of Round Lake Beach 911 Lotus Drive 7 Round Lake Beach, IL 60073 P: (847) 546-8752 rggramhofer@ribeach.org	911 Lotus Drive Round Lake Beach, IL 60073

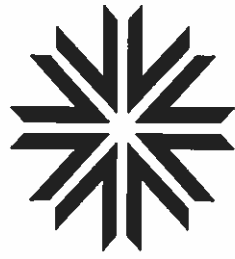
**Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units
CONTACT INFORMATION AND LOCATIONS REVISED PER ADDENDUM 1**

Bid Item #	Local Governmental Unit	Commitment	Contact Information	Delivery Location
23	Vernon Township	920 tons	Bryant Schroeder Vernon Township Highway Commissioner Work: 847-634-4600 Cell: 847-812-2595 Fax: 847-634-8764 bschroeder@vernontownship.com	Vernon Township Highway Department 3050 N. Main Street Buffalo Grove, IL 60089
24	Village of Vernon Hills	1,600 tons	David H. Brown, P.E., CFM Director of Public Works/Village Engineer 490 Greenleaf Drive Vernon Hills, IL 60061 P: (847) 918-3544 daveb@vhills.org	490 Greenleaf Drive Vernon Hills, IL 60061
25	Village of Wadsworth	800 tons	Moses Amidei 14155 W Wadsworth Road Wadsworth, IL 60083 P: (847) 336-7771 mamidei@villageofwadsworth.org	14155 W Wadsworth Road Wadsworth, IL 60083
26	Warren Township	2,000 tons	Jerry Rudd Highway Commissioner Warren Township Highway Department 17801 Washington Street Gurnee, IL 60031 P: (847)244-1101 x3 highway@warrentownship.net	Warren Township Highway Department 17801 Washington Street Gurnee, IL 60031
27	Wauconda Township	1,000 tons	Joe Munson Wauconda Highway Commissioner 505 W Bonner Road Wauconda, IL 60084 P: (847) 526-8085 F: (847) 487-8749 highwaydepartment@waucondatownship.com	505 W Bonner Road Wauconda, IL 60084
28	Waukegan Township	80 tons	Michael Hewitt Highway Commissioner Waukegan Township Highway Dept. 36117 N. Green Place Waukegan, IL 60087 P: (847) 662-7208 C: (224) 723-7536 H: (847) 244-2742 mikehewitt55@yahoo.com	36117 N Green Place Waukegan, IL 60087
29	Village of Lindenhurst	700 tons	Robert Garcia Village of Lindenhurst 2301 E. Sand Lake Road Lindenhurst, IL 60046 P: (847) 356-1765 rgarcia@lindenhurstil.org	2060 Grass Lake Road Lindenhurst, IL 60046
TOTAL		49,410 TONS		

Lake County - Registered Vendor List for Bid: 14040

Vendor Name	Contact Name	Address	City, State, Zip	Email	Phone	Fax
Bidnet	Nance Rivers	20a Railroad Avenue	Albany, NY, 12205	gbs@bidnet.com	800-677-1997	518-438-0599
Menoni & Mocchi Inc	Danny Miotti	2160 Skokie Highway, P.O. Box 128	Highland Park, IL, 60035-0128	flint1111@aol.com	847-4320850	847-4323681
Midwest Salt	Tony Johnson	1715 E. Wilson Street	Batavia, IL, 60510	tony.johnson@midwestsalt.net	630-513-7575	630-513-8546
Morton Salt Inc	Evelyn Anderson	123 N. Wacker Drive, 25th Floor	Chicago, IL, 60606-1743	bids@mortonsalt.com	312-807-2737	312-807-2669
National Office Works Inc	Rose Martinez	2517 West Grenshaw St.	Chicago, IL, 60612	rose.martinez@nationaloffice works.com	312-4559343	312-4559343
Onvia, Inc.	Source Management	509 Olive Way Suite 400	Seattle, WA, 98101	sourcemgmt@onvia.net	206-3739500	-
Purchasing Test Supplier-Do Not Use	Test Site	18 N. County St., 9th Floor.	Waukegan, IL, 60085	purchasing@lakecountyil.gov	847-377-2992	-
Russo Power Equipment	Jason Glaviano	9525 Irving Park Road	Schiller Park, IL, 60176	jglaviano@russopower.com	847-6789525	847-6780705
The Blue Book	Alex Gugliada	800 E. Main St.	Jefferson Valley, NY, 10535	agugliada@thebluebook.com	800-4312584	-
The Detroit Salt Company	Martha Geyer	12841 Sanders Street	Detroit, MI, 48217	sales@detroitssalt.com	313-8415144	313-8410466
Transatlantic Bdr Ltd Llc	Nancy Aiken	Po Box 110111	Atlanta, GA, 30032	nancy@transatlanticbdr.com	678-2064960	678-2064960

Total # of Vendors: 11

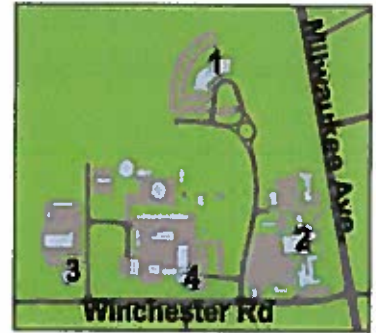


Lake County

Purchasing Division

<http://doingbusiness.lakecountyil.gov/>

Lake County Libertyville Campus



1. Central Permit Facility
2. Winchester House
3. Lake County Public Works
4. Lake County Division of Transportation

Please note the submission location is:

Lake County Central Permit Facility

Attn: Purchasing Division

500 W. Winchester Road

Libertyville, IL 60048

Contact information for Lake County Purchasing is:

Purchasing Division

Phone 847-377-2992

Fax 847-984-5889

Email: purchasing@lakecountyil.gov

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.



BID No. 14040

Bid Description:

Purchase of BULK ROCK SALT
for the Lake County Division of
Transportation and other Local
Governmental Units

Submit Bid to:

Lake County Central Permit Facility
ATTN: PURCHASING DIVISION
500 W. Winchester Road
Libertyville, IL 60048

BID Due Date: April 10, 2014
at 2:00pm

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Lake County Purchasing Division
 18 North County Street Ninth Floor-Admin
 Waukegan, Illinois 60085-4350
 (847) 377-2929

E-Mail: purchasing@lakecountyl.gov

Access Bid Results:
<http://www.lakecountyl.gov/>

SUBMISSION INFORMATION

INVITATION: # 14040
 BID OPENING DATE: April 10, 2014
 TIME: 2:00 P.M. Local Time
 LOCATION: Central Permit Facility
 Attn: Purchasing Division
 500 W. Winchester Road
 Libertyville, IL 60048

Submit 1 original & 1 electronic copy on a CD or flash drive

ISSUANCE DATE: March 12, 2014
 BUYER: Larry Wollheim

INVITATION TO BID VENDOR INFORMATION

COMPANY NAME: North American Salt Co., A Compass Minerals Co.
 ADDRESS: 9900 W 109th St, Ste 100
 CITY, STATE, ZIP CODE: OVERLAND PARK, KS 66210

PURCHASE OF BULK ROCK SALT FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL AND OTHER LOCAL GOVERNMENTAL UNITS

BID SHEET 1 OF 2

BIDDERS SHALL FILL IN THE INFORMATION ON THIS BID SHEET, INCLUDING PROVIDING A SIGNATURE WHERE INDICATED BELOW. IN ADDITION, BIDDERS SHALL PROVIDE PRICING ON BID SHEET 2 OF 2, FOLLOWING THIS PAGE.

Bid Security: Bids shall be accompanied by bid security in an amount not less than five percent (5%) of the amount of the total bid.

NOTE TO BIDDERS: Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

If a bid includes any exceptions, Bidders must insert an "X" in the following box indicating a bid submission with exceptions.



Bidder suggests the following substitutions, and will reduce this Bid in the amount shown for each accepted item.

Item Specified	Substitution	Amount to Reduce Bid
	<u>SEE ATTACHED LETTER</u>	

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % 0 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Signature] Company Name: North American Salt Co., A Compass Minerals Co.
 Typed/Printed Name: Jon E Schnieders Date: 4-4-14
 Title: Vice President, Sales, Bulk Road Deicing Telephone Number: (913) 344-9330
 E-mail: Lierzs@COMPASSMINERALS.COM Fax Number: (913) 338-7445

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Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units

BID SHEET 2 OF 2

Bid Opening Date: April 10, 2014

Bidder Name: NORTH AMERICAN SALT COMPANY

A COMPASS MINERALS COMPANY

9900 WEST 109TH STREET

OVERLAND PARK, KS 66210

TEL. 800-323-1641

Bidder Address:

Bid Item #	Local Governmental Unit	Quantity: Estimated Usage	Unit of Measure	Column A Unit Price for 80 % to 120% of the Estimated Usage	Column B Extended Total of Column A, based on 100% of the Estimated Usage	Column C Unit Price for 120% to 150% of the Estimated Usage	Column D Delivery Prior to November 1, BID Unit Price ONLY
				BID Unit Price	Bid Extension	BID Unit Price ONLY	BID Unit Price ONLY
1	Lake County Division of Transportation	18,000	Ton	See addendum #1			Revised
2	Antioch Township Highway Department	500	Ton				
3	Avon Township	700	Ton				
4	Village of Bannockburn	60	Ton				
5	Village of Beach Park	500	Ton				
6	Village of Buffalo Grove	3,500	Ton				
7	Cuba Township	4,000	Ton				
8	Village of Deerfield	1,500	Ton				
9	Freemont Township	700	Ton				
10	Village of Glenview	2,000	Ton				
11	Village of Grayslake	1,500	Ton				
12	Village of Gurnee	1,000	Ton				
13	Village of Hainesville	350	Ton				
14	City of Highland Park	2,000	Ton				
15	City of Lake Forest	500	Ton				
16	Lake Villa Township	1,000	Ton				

Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units

BID SHEET 2 OF 2

Bid Item #	Local Governmental Unit	Quantity: Estimated Usage	Unit of Measure	Column A	Column B	Column C	Column D
				Unit Price for 80 % to 120% of the Estimated Usage	Extended Total of Column A, based on 100% of the Estimated Usage	Unit Price for 120% to 150% of the Estimated Usage	Delivery Prior to November 1.
				BID Unit Price	Bid Extension	BID Unit Price ONLY	BID Unit Price ONLY
17	Village of Libertyville	2,200	Ton				
18	Village of Lincolnshire	200	Ton	See addendum # 1 Revised			
19	Newport Township	200	Ton				
20	City of Park City	300	Ton				
21	Village of Round Lake	600	Ton				
22	Village of Round Lake Beach	1,000	Ton				
23	Vernon Township	920	Ton				
24	Village of Vernon Hills	1,600	Ton				
25	Village of Wadsworth	800	Ton				
26	Warren Township	2,000	Ton				
27	Wauconda Township	1,000	Ton				
28	Waukegan Township	80	Ton				
	TOTAL	48,710	Ton				

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**Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units
CONTACT INFORMATION AND LOCATIONS**

Bid Item #	Local Governmental Unit	Commitment	Contact Information	Delivery Location
1	Lake County Division of Transportation	18,000 tons	Kevin Kerrigan 600 W. Winchester Rd. Libertyville, IL 60048 P: (847) 377-7498 kkerrigan@lakecountyil.gov	600 W Winchester Road Libertyville, IL 60048
2	Antioch Township Highway Department	500 tons	Mark Ring Antioch Township Highway Dept. P: (847) 395-2070 antiochtownship Hwy@sbcglobal.net	933 Bartlett Avenue Antioch, IL 60072
3	Avon Township	700 tons	Avon Township Highway Department 389 W Main Street Hainesville, IL 60073 Attn: Highway Commissioner Bob Kula P: (847) 546-7480 bob@avontownship.com	389 W. Main Street Hainesville, IL 60073
4	Village of Bannockburn	60 tons	Linda McCulloch T: 847.945.6080 LMcCulloch@villageofbannockburn.org	620 Anthony Trail Northbrook, IL 60062
5	Village of Beach Park	500 tons	Gene Gross Superintendent of Public Works P: (847) 868-4429 gene.gross@villageofbeachpark.com	40185 N. Glendale Rd Beach Park, IL 60099
6	Village of Buffalo Grove	3,500 tons	Brett Robinson Purchasing Manager P: (847) 459-2525 brobins@vbg.org	Buffalo Grove Public Service Center 51 Raupp Boulevard Buffalo Grove, IL 60089
7	Cuba Township	4,000 tons	Randall Marks, Commissioner P: (847) 381-1924 randymark@cubaroads.com	28000 W Cuba Road Barrington, IL 60010
8	Village of Deerfield	1,500 tons	Eric Oscarson Assistant to the Director of Public Works and Engineering Village of Deerfield 465 Elm Street Deerfield, IL 60015 P: (847) 719-7462 eoscarson@deerfield.il.us	465 Elm Street Deerfield, IL 60015
9	Freemont Township	700 tons	Bill Grinnell P: (847) 223-2847 fremonthwy@tds.net	22376 W. Erhart Road Mundelein, IL 60060
10	Village of Glenview	2,000 tons	Jerry Burke Director of Public Works 1333 Shermer Road Glenview, IL 60026 P: (847) 904-4525 jburke@glenview.il.us	1333 Shermer Rd Glenview, IL 60026
11	Village of Grayslake	1,500 tons	Peter Riggs P: (847) 223-8515	585 Berry Avenue Grayslake, IL 60030
12	Village of Gurnee	1,000 tons	Thomas J. Rigwood Director of Public Works Village of Gurnee 1151 Kilborne Rd. Gurnee, IL 60031 P: (847) 599-6800 x 6811 trigwood@village.gurnee.il.us	1511 Kilborne Rd Gurnee, IL 60031

**Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units
CONTACT INFORMATION AND LOCATIONS**

Bid Item #	Local Governmental Unit	Commitment	Contact Information	Delivery Location
13	Village of Hainesville	350 tons	Jeff Gately - Public Works Superintendent Village of Hainesville P: (847) 223-2032 jeffgately@hainesville.org	389 Main Street Hainesville, IL 60073
14	City of Highland Park	2,000 tons	Ramesh Kanapareddy, P.E., CFM Director of Public Works City of Highland Park 1150 Half Day Road Highland Park, IL 60035 P: (847) 432-0807 F: (847) 432-9907 www.cityhpi.com	1150 Half Day Road Highland Park, IL 60085
15	City of Lake Forest	500 tons	Michael Thomas, Director of Public Works The City of Lake Forest 800 N. Field Drive Lake Forest, IL 60045 P: (847) 810-3540 F: (847) 615-4295 thomas@mcityoflakeforest.com	City of Lake Forest 800 N. Field Drive Lake Forest, IL 60045
16	Lake Villa Township	1,000 tons	Jim Jorgensen Lake Villa Township Highway Commissioner P: (847) 356-5831 C: (847) 721-5831	37855 N Fairfield Lake Villa, IL 60046
17	Village of Libertyville	2,200 tons	John Heinz- Director of Public Works P: (847) 918-2016 C: (847) 344-1338 jheinz@libertyville.com	600 North Avenue Libertyville, IL 60048
18	Village of Lincolnshire	200 tons	Scott Phippen, Superintendent of Administration, Fleet Services, & Facilities Village of Lincolnshire One Olde Half Day Road Lincolnshire, IL 60069 P: (847) 913-2382 F: (847) 913-0869 SPIPPE@VILLAGE.LINCOLNSHIRE.IL.US	One Olde Half Day Road Lincolnshire, IL 60069
19	Newport Township	200 tons	Rodger Edmonds Newport Township Highway Commissioner P.O. Box 312 Russell, IL 60075 P: (847) 812-9546 P: (847) 395-7708 newporthighwaydept@gmail.com	TENTATIVE 14155 W. Wadsworth Road Wadsworth, IL 60083
20	City of Park City	300 tons	Kenneth Magnus, City Engineer 3355 Belvidere Road Park City, IL 60085 P: (847) 623-5030 Kenneth.magnus@parkcityil.org	2 LOCATIONS 3355 Belvidere Road Park City, IL 60085 3516 W Washington Street Gurnee, IL 60031
21	Village of Round Lake	600 tons	Ron Kroop, P.E. Round Lake Public Works Director P: (847) 546-0962 rkroop@roundlake.com	751 W. Town Line Road Round Lake, IL 60073
22	Village of Round Lake Beach	1,000 tons	Gary Gramhofer - Public Works Director Village of Round Lake Beach 911 Lotus Drive 7 Round Lake Beach, IL 60073 P: (847)546-8752 ggramhofer@rlbeach.org	911 Lotus Drive Round Lake Beach, IL 60073

**Bid #14040 Purchase of BULK ROCK SALT for the Lake County Division of Transportation and other Local Governmental Units
CONTACT INFORMATION AND LOCATIONS**

Bid Item #	Local Governmental Unit	Commitment	Contact Information	Delivery Location
23	Vernon Township	920 tons	Bryant Schroeder Vernon Township Highway Commissioner Work: 847-634-4600 Cell: 847-812-2595 Fax: 847-634-8764	Vernon Township Highway Department 3050 N. Main Street Buffalo Grove, IL 60089
24	Village of Vernon Hills	1,600 tons	David H. Brown, P.E., CFM Director of Public Works/Village Engineer 490 Greenleaf Drive Vernon Hills, IL 60061 P: (847) 918-3544 daveb@vhills.org	490 Greenleaf Drive Vernon Hills, IL 60061
25	Village of Wadsworth	800 tons	Moses Amidei 14155 W Wadsworth Road Wadsworth, IL 60083 P: (847) 336-7771 mamidei@villageofwadsworth.org	14155 W Wadsworth Road Wadsworth, IL 60083
26	Warren Township	2,000 tons	Jerry Rudd Highway Commissioner Warren Township Highway Department 17801 Washington Street Gurnee, IL 60031 P: (847)244-1101 x3 highway@warrentownship.net	Warren Township Highway Department 17801 Washington Street Gurnee, IL 60031
27	Wauconda Township	1,000 tons	Joe Munson Wauconda Highway Commissioner 505 W Bonner Road Wauconda, IL 60084 P: (847) 526-8085 F: (847) 487-8749	505 W Bonner Road Wauconda, IL 60084
28	Waukegan Township	80 tons	Michael Hewitt Highway Commissioner Waukegan Township Highway Dept. 36117 N. Green Place Waukegan, IL 60087 P: (847) 662-7208 C: (224) 723-7536 H: (847) 244-2742	36117 N Green Place Waukegan, IL 60087
	TOTAL	48,710 TONS		

LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Lake County Purchasing Department until the date and time specified, at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Lake County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Lake Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsible bidder meeting specifications. The County reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce this contract.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be found exclusively in the 19th Judicial Circuit Court, State of Illinois.

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GENERAL TERMS AND CONDITIONS

March 2014

Bid # 14040

PURCHASE OF BULK ROCK SALT FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL AND OTHER LOCAL GOVERNMENTAL UNITS**1. OVERVIEW**

Lake County is interested in purchasing Bulk Rock Salt for snow and ice control, meeting with the requirements of **AASHTO SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1**. This bid is to furnish and deliver the specified Bulk Rock Salt. The Lake County Division of Transportation, and other specified Local Governmental Units, will be participating in this joint purchase venture. Lake County and other Local Governmental Units will be procuring salt for all winter maintenance uses for County and Local Governmental Units to provide road salt for the safety of the traveling public on Lake County roadways. All freight and delivery charges shall be included in the bid prices.

Lake County plans to issue this Invitation to Bid in March, with the intention of placing orders for portions of Bulk Rock Salt for an **EARLY DELIVERY**. Therefore, a Unit Price item is included on Bid Sheet 2 of 2, Column D, to allow for a Unit Price for **EARLY DELIVERY**, for orders placed for delivery prior to November 1.

2. WORK INCLUDED

The work to be performed by the Contractor shall include furnishing and delivering of the awarded items to the Lake County Division of Transportation, 600 West Winchester Road, Libertyville, IL 60048, and directly to other, participating Local Governmental Units.

3. SUBMISSION OF BIDS

Bids will be accepted until **2:00 p.m. local time, April 10, 2014**, at the Lake County Central Permit Facility, **ATTN: PURCHASING DIVISION, 500 W. Winchester Road, Libertyville, IL 60048**.

Each bid must include the following completed and signed forms and submissions:

- a. "Invitation to Bid" Form: Bid Sheet 1 of 2 and Bid Sheet 2 of 2.
- b. (1) Complete electronic submission on a CD or a flash drive.
- c. Bid Security.
- d. Contractor Qualification Form.
- e. References Form.
- f. Appendix A, Sustainability Statement.
- g. Value added services.

4. PRODUCT SUPPLIED

All Bulk Rock Salt supplied for this bid shall meet or exceed the Bid Specifications herein.

5. AWARD

Lake County intends to issue an award for the Lake County portion of this bid, refer to the Bid Sheet – Column B, to the lowest responsive and responsible bidder that is in compliance with the specifications, terms, conditions and evaluation criteria contained herein. However, **the participating Local Governmental Units reserve the right to split their awards**, refer to the Bid Sheet – Column B, if such award is deemed to be in the best interests of the participating Local Governmental Units. All other participating Local Governmental Units will issue individual awards, in accordance with the provisions of each participating Local Governmental Unit.

6. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms & Conditions, Lake County Invitation for Bids General Terms & Conditions and the Contractor's Bid Response.

7. BID PRICE

Pricing is to be submitted for the provision and delivery of all products as per specifications. The bid price shall be the net price charged per item; F. O. B. delivered, freight prepaid and included in the bid price to Lake County, and other local Governmental Units, including all discounts.

8. CONTRACTOR QUALIFICATIONS AND EVALUATION CRITERIA

All bidders must be qualified suppliers and demonstrate their capability to provide products required in accordance with the bid specifications. Bidders shall complete and submit the Contractors Qualification Form with their bid.

Bids shall be evaluated as follows: (not listed in order of priority):

- Bid price
- Compliance with the specifications as set forth herein. Bidders shall include an additional page (s) listing any non-compliance to the specifications. If any non-compliance to the specifications exists, Bidders shall insert an "X" in the Exception box on Page 3, Bid Sheet 1 of 1.
- Compliance with the delivery requirements
- References provided where similar products have been provided
- Number of years in business

9. DELIVERY REQUIREMENTS

The required products shall be delivered to the specified location in accordance with the DELIVERY REQUIREMENTS section of the SPECIAL CONDITIONS herein.

10. DELIVERY CONDITIONS

Specified products shall be bid F.O.B. Destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified location. Any claim for loss or damage shall be between the Contractor and the carriers, movers, riggers, etc.

11. TERM

This contract shall be in effect for a two (2) year period from the date of award. Lake County, and other local Governmental Units, reserves the right to renew this contract, or any part of this contract, for three (3) additional one (1) year period(s), subject to acceptable performance by the contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years

12. ESCALATOR PROVISION

Prices throughout the initial term of the contract shall remain firm/fixe for the first one (1) year period. Written requests for price revisions after the first one (1) year period shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in Contractor cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price change. PRICE INCREASES SHALL NOT EXCEED 5.0%, FOR ANY YEAR. The County reserves the right to reject any price increase and to terminate the contract.

13. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

14. INVOICES AND PAYMENTS

The Contractor shall submit an invoice(s) detailing the services and products provided in accordance with the payment provisions of this contract, to each participating Local Governmental Unit ordering Rock Salt. Invoice shall show the

purchase order number and the address where the product or service was provided. Payment shall be made in accordance with the 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.

15. BID REVIEW

After bid submittal, bids may be subjected to subsequent review. Lake County, and other local Governmental Units, reserves the right to conduct follow up reference checks, request additional information or perform other activities related to comprehensive bid review and determination of the lowest responsive and responsible bidder who best meets the specifications.

16. NON-ENFORCEMENT BY LAKE COUNTY AND OTHER LOCAL GOVERNMENTAL UNITS

The Contractor shall not be excused from complying with any of the requirements of the contract because of any failure on the part of Lake County, and other local Governmental Units, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

17. REFERENCES

References must be provided as requested on the Reference Page. Bidders shall complete and submit the Reference Form with their bid.

18. ADDENDA

Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by written addendum to all bidders, which will be e-mailed prior to the bid opening date to all who are known to have received a complete Invitation to Bid. Each potential Bidder shall acknowledge receipt of any addenda by signing such addendum and returning a copy to the Lake County Purchasing Division prior to, or along with, a sealed bid. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. Addenda are available on the Lake County Web-Site at <http://www.lakecountyl.gov/Finance/purchasing/Pages/BidsRFPs.aspx>

19. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please email to purchasing@lakecountyl.gov no less than seven (7) days prior to the bid opening date. Questions may also be faxed to Lake County Purchasing Division (847) 984-5889. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

20. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereafter.

21. INSURANCE

All Contracts may be subject to change

The contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Commercial General Liability Insurance

Commercial General Liability Insurance in a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in following coverage forms where exposure exists:

- Premises and Operations,
- Independent Contractors,
- Products/Completed Operations
- Liability assumed under an Insured Contract/Contractual Liability
- Personal Injury and Advertising Injury,

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Lake County, and each participating Local Governmental Unit, shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, 15 days prior to commencement

of this Contract and thereafter annually for contracts/ projects that will last more than one year, with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

Lake County
 Purchasing Division
 18 N. County 9th Floor
 Waukegan, Illinois 60085
 Attn: RuthAnne Hall, Lake County Purchasing Agent

And to the name and address specified in the award notice from each participating Local Governmental Unit

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

22. RESERVED RIGHTS

Lake County, and other local Governmental Units, reserves the right to cancel this Invitation for Bid at any time, to reject any and all bids for any reason, to accept an alternate bid, to waive any informalities or exceptions in the bid and to award on a collective or individual item basis

23. TERMINATION

Lake County, and other local Governmental Units, reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days' written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for items ordered and in transit in accordance with the terms and conditions of this contract. In the event that this contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

24. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Bidder. The Bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Bidders and governmental units shall be resolved between the immediate parties.

The Bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful Bidder and the other governmental unit.

The Bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.

25. SUSTAINABILITY STATEMENT

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firms' practices. Please complete Appendix A, included herein, and include same with the bid submission.

END OF GENERAL TERMS AND CONDITIONS

SPECIAL CONDITIONS

March 2014

Bid # 14040

PURCHASE OF BULK ROCK SALT FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL AND OTHER LOCAL GOVERNMENTAL UNITS**1.0 QUANTITIES**

The quantities shown in this bid are estimated quantities only. The total quantities shown are to be considered sufficient to service the needs of Lake County and other Local Governmental Units. The Lake County Division of Transportation and other participating Local Governmental Units agree to purchase at least 80% of the quantities shown. If Lake County, or other participating Local Governmental Units, do not utilize or order 80% of their estimated quantity by April 30, following the winter season, Lake County and other participating Local Governmental Units agree to pay the Contractor for the 80%. The unordered Bulk Rock Salt will be kept at a terminal by the Awarded Contractor, for delivery by November 1, following the winter season. This storage will be handled at no additional charge to Lake County or other participating Local Governmental Units. Payment for the unordered Bulk Rock Salt will be made subject to the provisions of the Local Prompt Payment Act, upon receipt of an invoice dated before November 1, following the winter season.

2.0 BID SHEET EXPLANATION

Bid Sheet 2 of 2 includes a list of all Local Governmental Units participating in this Invitation to Bid. This list includes the name of the Local Governmental Unit, the delivery address, and the estimated usage.

a. **Bid Sheet Column A:** Bidders shall enter the Unit Price per ton, for Rock Salt ordered by Lake County Division of Transportation and other participating Local Governmental Units, from a minimum of 80% of the estimated usage to a maximum of 120% of the estimated usage. As stated above, Lake County, and other participating Local Governmental Units, has committed to purchase a minimum of 80% of the estimated usage. This Unit Price is for orders placed for delivery AFTER November 1.

b. **Bid Sheet Column B:** Column B is the extended total of the unit price in Column A - multiplied by the quantity in the "Estimated Usage" column on the Bid Sheet.

c. **Bid Sheet Column C:** Bidders shall enter the Unit Price per ton, for Rock Salt ordered by Lake County Division of Transportation, and other participating Local Governmental Units, for a quantity greater than 120% of the estimated usage and not to exceed 150% of the estimated usage. This Unit Price is for orders placed for delivery AFTER November 1.

d. **Bid Sheet Column D:** Bidders shall enter the Unit Price for Rock Salt per ton, ordered by Lake County Division of Transportation, and other participating Local Governmental Units, for orders placed for delivery between July 15 and prior to November 1.

3.0 BID SECURITY

Each bid shall be accompanied by a bid security in the form of (a) Bid Bond, (b) a certified or cashier's check, (c) an irrevocable letter of credit payable to the order of the Lake 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. Certified and Cashier's checks will be deposited and re-issued (without interest) upon receipt of performance bond.

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.

4.0 PERFORMANCE BOND

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, executed by a surety company authorized to do business in the State of Illinois, 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 Lake County, and other participating Local Governmental Units, 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. Documents required by this section must be received and approved by the Owner before a written contract will be issued.

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

5.0 DELIVERY REQUIREMENTS

Normally, Rock Salt shall be delivered to the specified delivery address of Lake County, and other participating Local Governmental Units, between the hours of 6:30 a.m. to 3:00 p.m., Monday through Friday. These are the normal delivery hours but are not the only delivery hours and days for delivery.

Arrangements may be made for deliveries at other hours and on Saturday and Sunday, to maintain a prompt order delivery schedule. These arrangements may be made by contacting the ordering designee from Lake County and other participating Local Governmental Units.

Orders are generally expected to be received within seven (7) working days from date of order.

DELIVERY TIME:

Deliveries are to be made within seven (7) working days, or as extended by order guidelines herein.

ORDERING TIMELINE:

For an order placed prior to 9:00 A.M. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period.

For an order placed after 9:00 A.M. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines herein.

ORDERING GUIDELINE:

Governmental Units may order up to 20% of their 100% contracted tonnage in any given week and the vendor shall deliver within seven (7) working days after receipt of order. Quantities ordered above the 20% threshold shall have an extended delivery time of one (1) working day added for each one (1) percentage point ordered above the 20% guideline. For example, if a Governmental Unit orders 25% of their awarded total of 100 Tons, delivery of the first 20 tons, (20%) shall be within seven (7) working days after receipt of order. The remaining 5 tons shall be delivered within twelve (12) working days after receipt of the order.

All order releases shall be delivered to completion, unless mutually agreed upon by Lake County, other participating Local Governmental Units, 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 is responsible 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.

A delivery ticket shall accompany each delivery. The delivery ticket shall be a certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. The contractor shall ensure that all weights and measures shown on the

delivery tickets are correct. Lake County Division of Transportation, and other participating Local Governmental Units, 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 Contractor is responsible to deliver the requested quantity ordered, plus or minus twenty (20) tons.

The Contractor shall notify Lake County, and other participating Local Governmental Units, the name 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.

6.0 LIQUIDATED DAMAGES

From November 1, 2014 through June 30, 2015, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, Lake County, and other participating Local Governmental Units, shall have the right to retain \$.20 per ton, per calendar day from the date of order, as liquidated damages on the undelivered portion of the order. An order placed prior to 9:00 A.M. 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 9:00 A.M. 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, Lake County, and other participating Local Governmental Units, 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.

7. ORDERING

The intent is that orders for Bulk Rock Salt will be placed by Lake County, and other participating Local Governmental Units, with the successful qualified bidder (s) by June 1, 2014 with availability by July 15, 2014. Contract renewals will incorporate the same dates for subsequent years. Lake County, and other participating Local Governmental Units, will issue individual releases for Bulk Rock Salt. For subsequent years, Lake County intends to inform the awarded Contractor (s) of the annual usage, for Lake County, and other participating Local Governmental Units, during the month of March each year.

8. THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF LAKE COUNTY

In cases where other governmental agencies in Lake County are unable to obtain bulk rock salt, Lake 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 (s). This will be done at the contracted cost awarded by Lake County Division of Transportation to the Awarded Contractor (s) and at no time shall a profit be made by Lake County Division of Transportation.

9. STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Awarded Contractor (s) will be required to provide Lake County, and other participating Local Governmental Units, with their salt source and local terminal information.

The awarded Contractor (s) shall be required to submit to Lake County, and other participating Local Governmental Units, within ten (10) calendar days after receipt of award notice, a list of delivery contacts including phone numbers. In addition, the awarded Contractor (s) shall provide an emergency contact and phone number for use if the stockpile contact is non-responsive to inquiries made by Lake County and other participating Local Governmental Units.

One hundred twenty percent (120%) of the quantity listed will be required to be in stock at a local terminal by November 1, 2014. This requirement shall be fulfilled each November 1st, with each contract renewal.

Freezing of waterways and the impact on delivery must be reasonably anticipated by the awarded Contractor (s), and is not a cause to claim force majeure.

The awarded Contractor (s) shall have stockpiles of Rock Salt in Illinois, or near its boundaries, in sufficient quantities to satisfy contractual requirements.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by contractual requirements.

Lake County, and other listed entities, reserves the right to inspect the awarded Contractor's local terminal to verify that there is sufficient salt on hand to fulfill this agreement.

10. VALUE ADDED SERVICES

Bidders are encouraged to submit cost-saving/value-added suggestions, such as rebates or any other creative saving opportunities. The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Value Added Services may also include alternate or additional products, including pricing. Submit any value added services or products on a separate sheet and include with the bid submission.

END OF SPECIAL CONDITIONS

SPECIFICATIONS

March 2014

Bid # 14040

PURCHASE OF BULK ROCK SALT FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL AND OTHER LOCAL GOVERNMENTAL UNITS**1.0 ROCK SALT SPECIFICATION REQUIREMENTS**

- a. Rock Salt shall comply with the requirements of AASHTO SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt, furnished on an order, will not contain more than ONE-HALF POUND or less than 35 PPM of FERRIC FERRICYANIDE or SODIUM FERROCYANIDE per ton, at the delivery point.
- c. Maximum moisture content shall be no more than two and one half percent (2.5%).
- d. Rock Salt shall be free flowing, fresh stock.
- e. Reclaimed or re-crushed Rock Salt will not be accepted.
- f. Rock Salt shall be free of any foreign material, at the delivery point.
- g. Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by Lake County or other local Governmental Units.

2.0 QUALITY OF ROCK SALT AND REPLACEMENT OF DEFECTIVE PRODUCT

- a. 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.
- b. All salt is to be as lump free as possible. 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.
- c. Lake County, and other local Governmental Units, reserves the right to inspect the Awarded Contractor's terminal for product and availability in quantities and condition that have been requested in these Specifications.

END OF SPECIFICATIONS

REFERENCES

March 2014

Bid #14040

PURCHASE OF BULK ROCK SALT FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL AND OTHER LOCAL GOVERNMENTAL UNITS

List below current/past customers and local governmental entities similar in size and scope of operation to Lake County where you have provided similar equipment to the equipment specified herein. Attach additional pages as required.

1. Entity: Illinois DOT District 1
 Address: 201 W. Center Court
 City, State, Zip Code: Schaumburg IL 60196
 Contact Person: Mike LaBree
 Telephone Number: 847-705-4177
 Description of Services and Equipment Provided: _____
Provided 14,360 tons bulk road salt
 Date of Service: 8/1/2013 To 8/14/2014

2. Entity: City of Waukegan
 Address: 1700 McAree Road
 City, State, Zip Code: Waukegan IL 60085
 Contact Person: Tom Haggarty
 Telephone Number: 847-625-6382
 Description of Services and Equipment Provided: _____
Provided 7,200 tons bulk road salt
 Date of Service: 11/1/2013 To 8/14/2014

3. Entity: DuPage County DOT
 Address: 180 North County Farm Rd
 City, State, Zip Code: Wheaton IL 60187
 Contact Person: Kathy Black
 Telephone Number: 630-407-6930
 Description of Services and Equipment Provided: _____
Provided over 15,000 tons bulk road salt
 Date of Service: 6/1/13 To 6/30/14

North American Salt Co., A Compass Minerals Co.

Company: _____

Date: 4-7-14Authorized Signature: Sam LeeTitle: SALES MANAGER - HWY SALES

CONTRACTOR QUALIFICATIONS

March 2014

Bid #14040

PURCHASE OF BULK ROCK SALT FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL AND OTHER LOCAL GOVERNMENTAL UNITS

(This section must be completed and returned with bid. Attach additional pages as required to complete required documentation.)

A. Name and Address of Office from which this contract will be administered

Name: North American Salt Co., A Compass Minerals Co.
 Address: 9900 W. 109th St. Ste. 100
Overland Park, KS 66210
 Phone: 800-323-1641 Fax: 913-338-7945
 Project Manager: Sean Lierz, Sales Manager
 Email: Lierz S@compassminerals.com
 Started 1917, Incorporated 1988
 # Years in Business: 26 Number of Employees: 894 (US)
 Annual Sales: \$ 1,129.6 (millions) Dunn & Bradstreet #: 11-894-0279

B. List Additional Employees Who Will be Dedicated to Lake County for the Administration of This Contract:
 (Attach additional pages as necessary)

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY / EXPERIENCE	TASK
<u>Sean Lierz</u>	<u>Sales Mgr</u>	<u>15</u>	<u>Pricing, Service</u>	<u>→</u>
<u>Julia Yates</u>	<u>Sales Coordinator</u>	<u>15</u>	<u>orders, customer serv.</u>	<u>→</u>
<u>Lisa Pruitt</u>	<u>Sales Supervisor</u>	<u>17</u>	<u>customer serv</u>	<u>→</u>
<u>Todd Schmiedlin</u>	<u>Shipping Coordinator</u>	<u>2</u>	<u>orders, shipping</u>	<u>→</u>

APPENDIX A

March 2014

SUSTAINABILITY STATEMENT INSTRUCTIONS

The County of Lake is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

SUSTAINABILITY STATEMENT

Bid #14040 PURCHASE OF BULK ROCK SALT FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, LIBERTYVILLE, IL AND OTHER LOCAL GOVERNMENTAL UNITS

Bidder Name North American Salt Co., A Compass Minerals Co.

Date 4-4-14

See attached Sustainability Report

Attach additional sheets if necessary.

Waste Minimization _____

Energy Efficiency _____

Water Efficiency _____

Staff _____

Education _____



FROM THE EARTH FOR THE EARTH

SUSTAINABILITY REPORT



AT THE CORE OF OUR BUSINESS are three naturally occurring minerals. And from these resources comes the ability to help people in so many ways. Whether it's making the roads safer for them to travel on their daily commutes, providing essential nutrients for health or producing higher yielding crops to feed an expanding population. We take great pride in how our products work to make life better. And we are always taking steps to do even more for the generations to come.



ENVIRONMENT

Minimizing our environmental impact and promoting sustainability are important aspects of our business. From the products we produce to the processes we use to get those products safely to our customers, **we seek out ways to conserve energy, increase efficiency and reduce waste.**

Products that go the extra mile.

At Compass Minerals, our products are developed with a clear focus on the big picture. We want to make sure we're looking out for the people that use our products and the environment at large. Here are just some of the ways our products are working to preserve our most valuable resources:

Sustainable. By design.

Several of our deicing product lines feature the Design for the Environment (DfE) label – a distinction awarded by the U.S. Environmental Protection Agency to products that exemplify safety, both in protecting consumer health and the environment. Benefits of our DfE products include:

- Natural, environmentally friendly additives
- Safe, clear surfaces achieved with less overall product
- Reduction of chlorides entering the environment
- Non-staining colorant that improves the precision of application



Proven advantages.

Magnesium chloride, a key ingredient in many of our deicing and road stabilization products, offers several environmental advantages. It provides superior ice melting capability and reduces the amount of product that needs to be applied when compared to alternate deicing solutions. At the same time, it is safer for pets, landscaping, vegetation and concrete. Additionally, the use of magnesium chloride in road stabilization and dust control applications enhances the safety of roads, while promoting healthier air quality by preventing dust from getting in the air.



USING SOLAR ENERGY

To achieve the same annual evaporation rates as our solar ponds would require burning 14 million tons of coal and would release 37 million tons of CO₂.



Operations that minimize environmental impact.

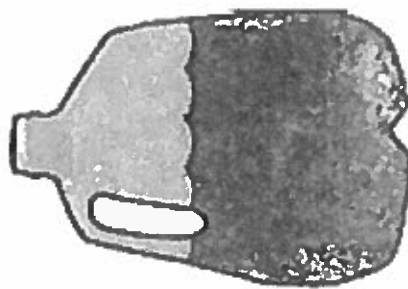
Our focus on sustainability extends beyond our products to the processes we use to bring those naturally occurring minerals to the markets we serve. Innovative processes that produce no hazardous waste by-products and continue to earn us a clean environment report card.

Solar production.

For more than 40 years, our solar production facility in Ogden, Utah, has used the sun as the primary source of energy for an evaporation process that provides more than two million tons of salt, magnesium chloride and sulfate of potash each year. This natural production process uses no chemicals.

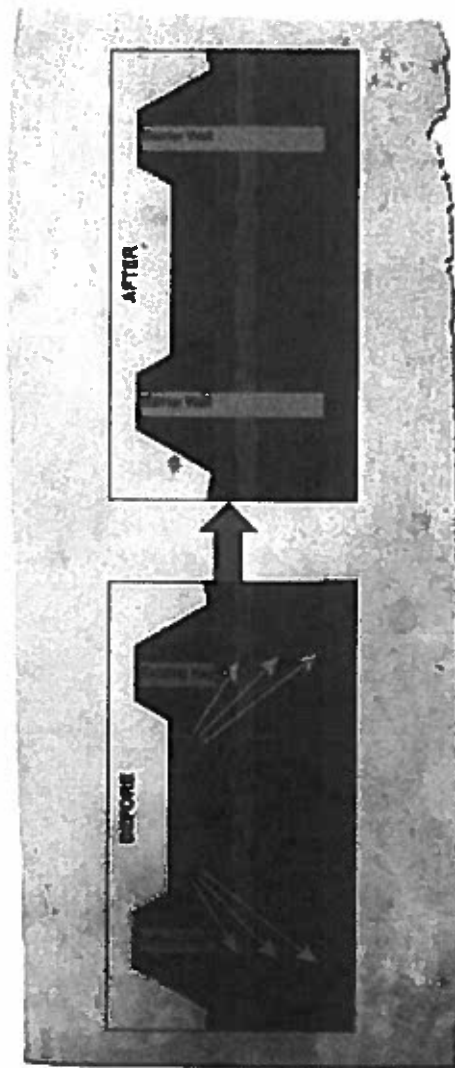
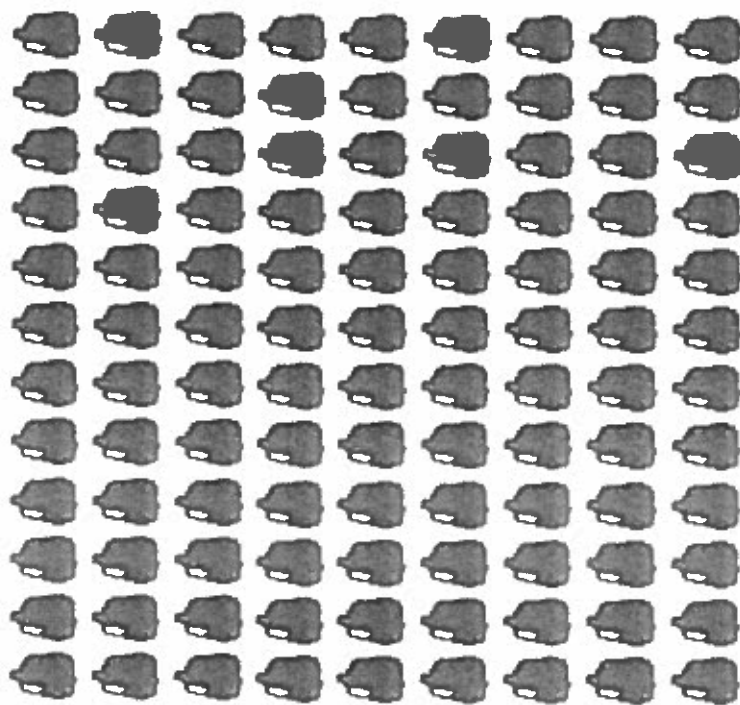
Pond sealing.

We are consistently striving to find new and better ways to promote the efficient use of resources throughout all aspects of our operations. And nowhere is this more evident than in our patent-pending, pond-sealing technology. Initiated and led by our own team of engineers, we pioneered a way to increase the amount of minerals we harvest from our existing pond acres. By creating a pond barrier, pond sealing allows us to reduce brine loss and retain more of the most concentrated brine for evaporation. Once completed, this innovation will allow us to reduce our overall water use by up to 40 percent.



40% LESS WATER USE

Our patent-pending, pond-sealing technology allows us to reduce water usage in our Great Salt Lake operations by 40 percent.



Transportation.

How we get our products to our end users is an important part of our sustainability practices. We consistently seek efficient means to distribute our products to the expansive geographic markets we serve.

We use vessels whenever possible to deliver our deicing salt throughout North America. Water transportation allows us to minimize emissions and use four times less fuel when compared to transporting an equal amount of product over the same distance by truck.

Our Goderich, Ontario, Canada, mine has a deep-water port on Lake Huron that enables us to directly load large ships for efficient transport to locations around the Great Lakes. In addition, barges from our Cote Blanche, Louisiana, salt mine deliver our rock salt to an extensive network of depots along the Mississippi and Ohio Rivers stretching to Minnesota and Pennsylvania.

On-site rail access at our facility in Ogden, Utah, also provides an efficient means to distribute large quantities of SOP to growers across the United States and to key ports for international distribution.



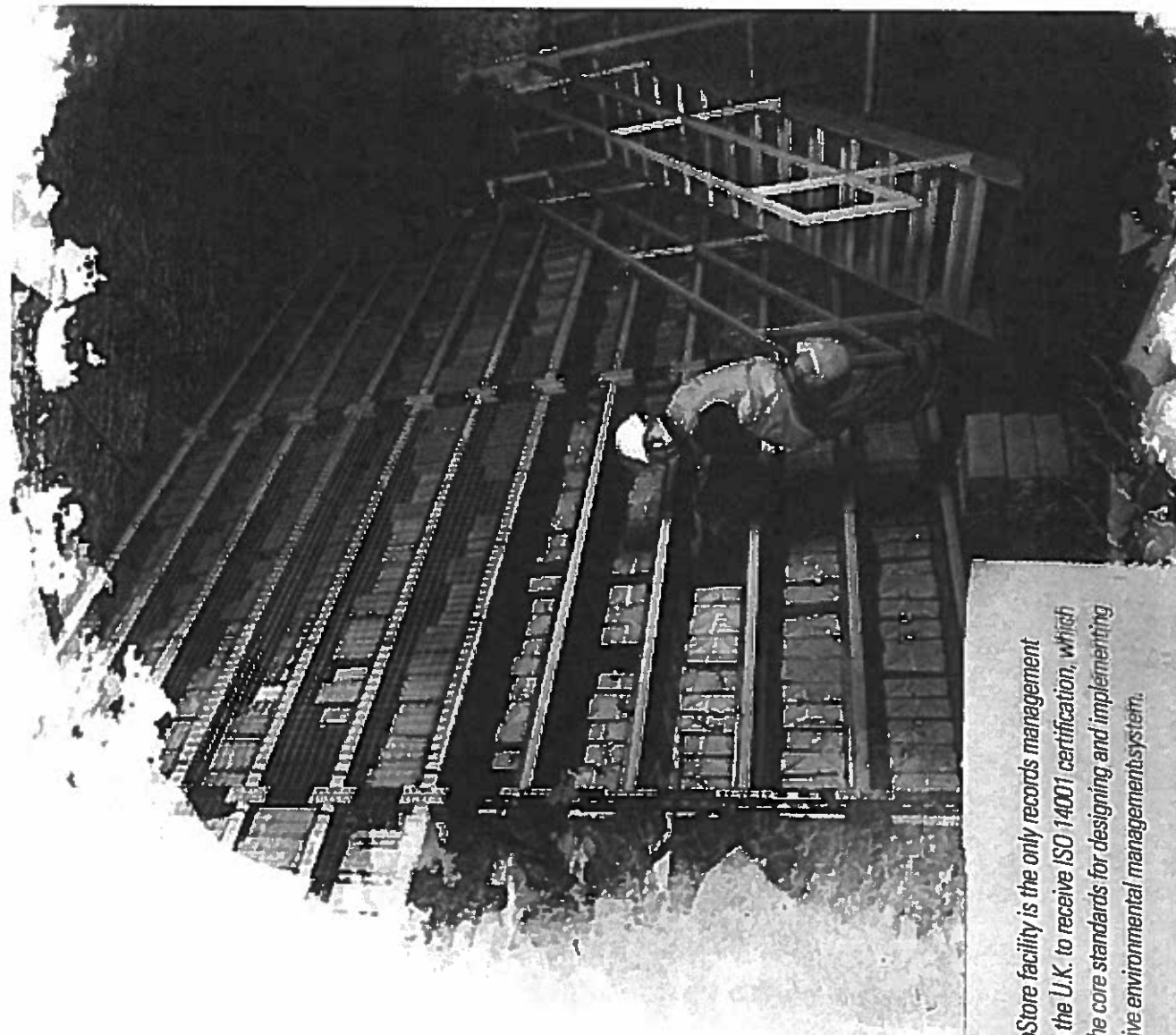
Environmental management.

Our unique DeepStore facility in Winsford, Cheshire, U.K., utilizes dormant space in our 167-year-old rock salt mine to provide an eco-friendly and effective solution for secure document and records storage. This naturally occurring space allows us to maintain ideal temperatures and humidity levels, without the energy required to build and maintain the same conditions in a traditional surface building.

Continuous improvement.

When it comes to optimizing our operations, there is no such thing as good enough. We look for ways to reduce our waste and promote renewable energy. Here are some of the efforts we currently have underway:

- Supplementing fossil fuels with biodiesel in vehicles at our largest operations
- Capturing and reusing heat energy at our four mechanical evaporation plants
- Converting the boiler at our Amherst, Nova Scotia, Canada, facility from fuel oil to natural gas – significantly reducing fuel consumption
- Planning to add high efficiency continuous mining equipment to our Goderich salt mine



Our DeepStore facility is the only records management facility in the U.K. to receive ISO 14001 certification, which defines the core standards for designing and implementing an effective environmental managementsystem.



COMMUNITY

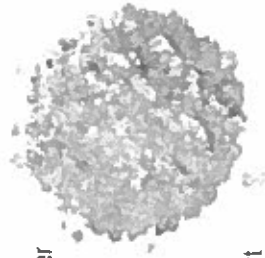
We are proud that our products work to keep our population safe and poised for healthier, more sustainable living. Being good environmental stewards means **doing our part to look after not just the earth, but also its many inhabitants.**

From the earth. For the people.

To Compass Minerals, sustainability is not a singular effort, but the culmination of many, ongoing endeavors with a common purpose: to protect the earth's most valuable resource – life.

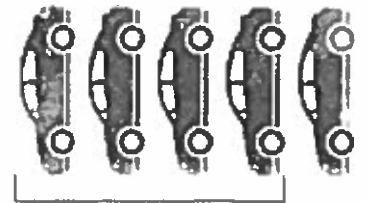
Protecting life.

As a leading producer of highway, consumer and professional deicers, we continue to make powerful strides in helping to prevent snow and ice-related injuries through innovative and environmentally responsible products. Thawrox[®] treated salt incorporates natural ingredients to produce a more effective snow and ice melter. The ingredients in Thawrox help keep the salt in place and can reduce applications by up to 30 percent per storm. Additionally, we are helping consumers take safety into their own hands with a range of deicing products for consumers to use at home that are safer for pets, driveways, sidewalks and lawns.



88% FEWER ACCIDENTS

A study by Marquette University found that effective snow fighting reduced traffic accidents by 85 percent and injury-causing accidents by 88 percent.



Nourishing health.

Our solar-produced SOP specialty fertilizer is working to meet the food needs of a rapidly expanding population – acre by acre. By providing plants with essential nutrients for healthy growth and improved drought tolerance, SOP provides a natural means to increase yields of healthy fruits and vegetables without increasing the amount of land under cultivation. What's more, SOP helps to improve the quality and longevity of produce, minimizing spoilage and reducing waste.

SOP from our Great Salt Lake Minerals facility is widely accepted in organic farming applications. In fact, we are the only source of SOP certified by the Organic Materials Review Institute (OMRI) for use in U.S. markets.

Many of the products we produce meet essential health needs. Compass Minerals' American Stockman™ and Canadian Stockman™ products have been serving the nutritional requirements of livestock for decades. And, our robust assortment of culinary salts under the Sifto™ brand, and private labels, continue to enhance flavors and deliver essential iodine needed for human wellness. Additionally, our Big Quill Resources division provides high-quality potassium sulfate used in health food supplements and pharmaceutical-grade products.

Almond growers rely on sulfate of potash to optimize tree health and help ensure consistent yields year after year.



*Sure Soft® is the only
pool salt that has earned
the official certification
of the National
Sanitation Foundation.*



Improving water quality.

Salt plays an important role in conserving energy and improving the quality of water we use in our everyday lives.

It's estimated that hard water affects 85 percent of American households — contributing to damaged pipes and appliances, reduced water flow, excess energy consumption and more. To help overcome these problems, we offer a complete line of water conditioning products from sodium-based products to potassium blends. By softening water, these products work to reduce calcium buildup and extend the life of plumbing fixtures and appliances like dishwashers and washing machines. They also help the environment by increasing the efficiency of appliances and reducing the amount of hot water required with each wash cycle.

According to a study by the Water Quality Research Foundation,¹ the carbon footprint of a tank gas household water heater is 18 percent greater if it operates on hard water (26 grains per gallon) than if it runs on softened water (0 grains per gallon). In fact, using softened water can maintain the original factory efficiency rating on this type of water heater over a 15-year period, but hard water can result in a 24 percent loss in energy efficiency over the same period.

Our Pristiva[®] and Sure Soft[®] pool salts also benefit homeowners and the environment by providing a natural and safe means to purify pool water and preserve the integrity of pool finishes.

¹"Benefits of Removal of Water Hardness Research Study," Battelle Memorial Institute/Water Quality Research Foundation, 2009.

Giving back. Community outreach.

We believe in fostering understanding and promoting innovation within our organization and the communities we serve. With this in mind, we never hesitate to share our expertise through community outreach opportunities like these:

Apprenticeship Program. Our Winsford salt mine has established a unique apprenticeship program with a local college. The program combines practical hands-on experience with classroom education to provide students with the skills they need to secure their future and drive their ongoing success.

Educational Exhibits. For the past four years, we've hosted an educational exhibit at the American Royal in Kansas City, Missouri, where more than 5,000 elementary students take part in an interactive replica mine tour.

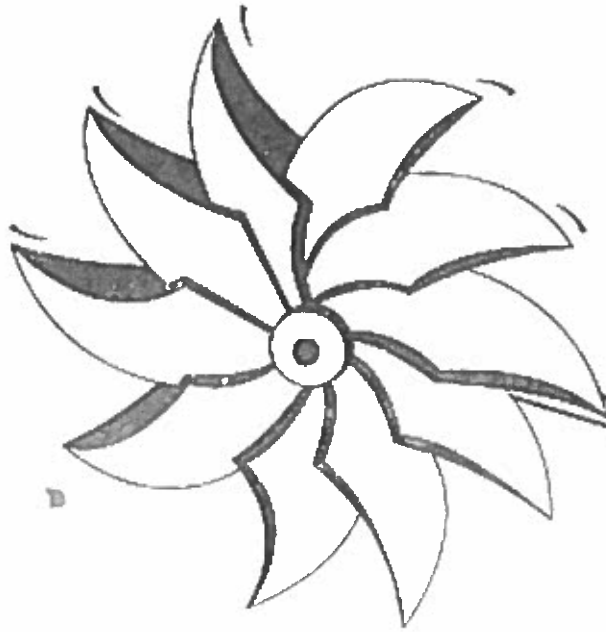
Emergency Response Training. Members of the emergency response crew at our plant in Unity, Saskatchewan, Canada, lend their expertise to local volunteer firefighters. Using mock fire-fighting exercises, the crew trains participants in safe and effective fire-fighting techniques.



Charitable giving.

Our companies and employees give back to the communities where we live and work. Over the years, we've made generous donations of time, money and resources to local food banks, hospitals, community centers, children's charities and more. Here are just some of the organizations we've been proud to support:

- Alexandra Marine and General Hospital Foundation (Goderich, Ontario, Canada)
- Huron-Perth Children's Aid Society (Stratford, Ontario, Canada)
- Joyce Hansen Hall Food Bank (Ogden, Utah)
- Moisson Montreal Food Bank (Montreal, Quebec, Canada)
- St. Mary Outreach (Morgan City, Louisiana)
- Solomon House Food Bank (New Iberia, Louisiana)
- United Way (Corporate-wide)



Employees in Overland Park, Kansas, participated in the Pinwheels for Prevention® campaign to help end child abuse and neglect.



SAFETY

Ensuring the safety of our products and operations starts from within. Our commitment to workplace safety, training and quality systems is essential to the sustainability of our workforce and the **uncompromising standards** that define our company.

Getting to zero.

To emphasize our ongoing commitment to workplace safety, we initiated the *Getting to Zero* program with the ultimate goal of eliminating accidents and injuries throughout all of our facilities. Since the program's inception in 2001, we have made significant progress with injury rates dropping 75 percent over the past 10 years.



75% FEWER INJURIES

in the workplace over the past 10 years.

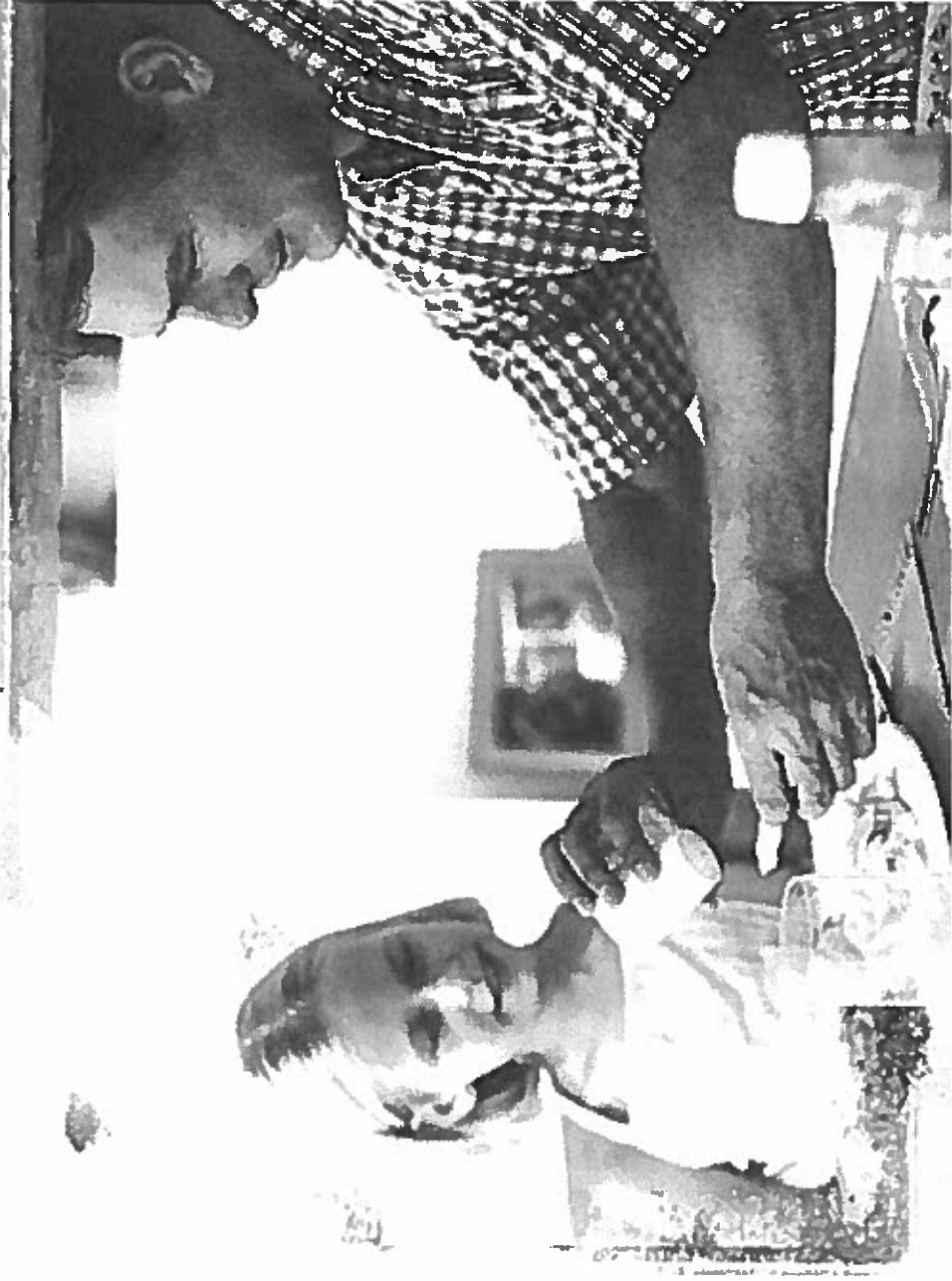


Quality systems.

We have numerous quality processes and operating procedures in place to ensure that the products we produce not only meet the needs of our customers, but also exceed expectations both in safety and performance. Here are some of the quality standards we hold in high regard:

- Routine internal and external audits for quality assurance on all of our product lines and distribution channels
- Proactive compliance with all environmental health and safety laws and regulations
- Established guidelines for responsible storage, handling and application of products
- Adherence to U.S. Food and Drug Administration Guidelines for Good Manufacturing Procedures for all of our food products
- Pursuance of Global Food Safety Initiative (GFSI) certification for all of our food-producing facilities

Participation in the Global Food Safety Initiative (GFSI) is an important part of our effort to help ensure the safety of the foods that reach consumers' tables. The GFSI brings together some of the world's leading food safety experts to promote the continuous improvement of food safety management practices. All of our food-producing sites are GFSI certified.





www.compassminerals.com



North American Salt Company
www.nasalt.com



Great Salt Lake Minerals Group
www.gslm.com



Sifto
www.sifto.com



Sulfur Union Ltd.
www.sulfurunion.com



Ely/Civil Resources
www.elycivil.com



DEEPSTORE
LOGISTICS MANAGEMENT
www.deepstore.co.uk



PKSTIVA
www.pksativa.com

Compass Minerals
5900 West 100th Street, Suite 100
Overland Park, KS 66204
913-228-9900
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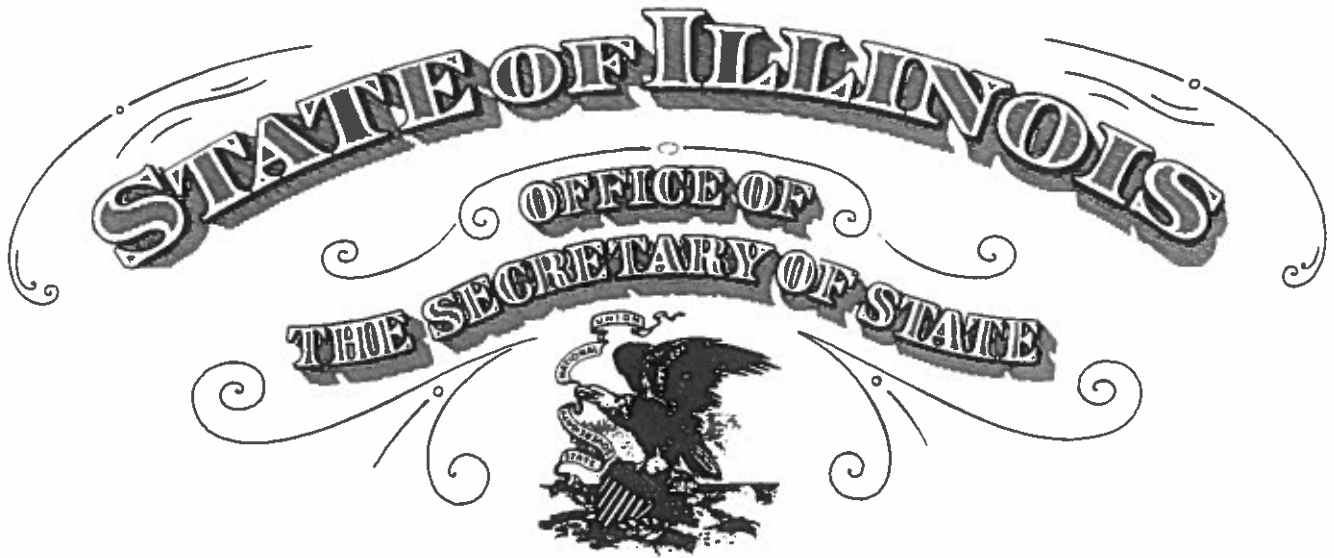
SUSTAINABILITY COMMITMENT

Compass Minerals is committed to the responsible stewardship of the assets entrusted to our care. This commitment extends across our entire value chain including manufacturing, distribution and product use. We recognize our responsibility to create economic and social value for our customers, employees, communities, shareholders and business partners, while operating in a manner that preserves resources for future generations and minimizes environmental impact. How we operate is equally important to our financial results and to the long-term viability of Compass Minerals.

This commitment relies on the following principles:

- Operate in a manner that protects the health and safety of our workforce and our communities
- Ensure decisions are consistent with a long-term view of sustainability and stewardship
- Recognize the finite nature of the minerals we extract and practice and promote their responsible use
- Apply and reward innovations that maximize the efficient use of resources and minimize emissions, waste and other impacts
- Build strong relationships that enhance our communities
- Deliver real economic value to our shareholders and employees through sustainable growth and disciplined capital allocation
- Act with integrity in our corporate governance practices and maintain the highest ethical business standards
- Support transparency in these efforts through use of widely recognized reporting standards such as the Global Reporting Initiative™ (GRI) standards

File Number 5535-074-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

NORTH AMERICAN SALT COMPANY, INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1315702116

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of JUNE A.D. 2013 .

Jesse White

SECRETARY OF STATE

Delaware

PAGE 1

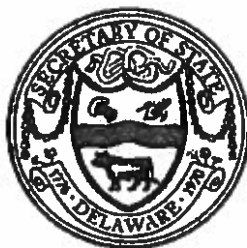
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NORTH AMERICAN SALT COMPANY" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF SEPTEMBER, A.D. 2011.

2149843 8300

111000907

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9024707

DATE: 09-13-11

**ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
NORTH AMERICAN SALT COMPANY**

As of March 5, 2014

The undersigned, being the sole member of the Board of Directors of North American Salt Company, a Delaware corporation (the "Company"), hereby consents to the adoption of the following resolutions pursuant to Section 141(f) of the General Corporation Law of the State of Delaware.

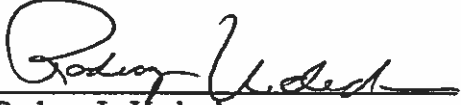
WHEREAS, from time to time it is necessary for managers in the Highway Sales Department to sign documents on behalf of the Company that are required to complete sales transactions in their territories;

NOW, THEREFORE, BE IT RESOLVED, that the following named individuals be, and each of them hereby is, authorized on behalf of the Company, to sign (up to the applicable authority level under the Company's Delegation of Authority Policy) bids, performance bonds and/or contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary, appropriate or desirable in order to effectuate the purposes and intent of the foregoing:

Francis J. Malecha	President and Chief Executive Officer
Rodney L. Underdown	Chief Financial Officer, Secretary and Vice President
Robert Miller	Senior Vice President, Salt
Jon Schnieders	Vice President, Sales, Bulk Road Deicing
Patrick Heenan	Director of Rock Salt and Chemical Sales
Sean Lierz	Senior Highway Sales Manager
Lisa Pruitt	Highway Sales Support Manager
Matt Dillon	Midwestern Sales Manager, Specialty Products
Deanna Pinkham	Business Director, Specialty Products
Steve LaLiberte	Sales Manager, Western CA & Northern US States
Matt Beyers	Eastern Sales Manager, Specialty Products
Kyle Brown	Western Region Sales Manager
Monica Lloyd	Highway Sales Manager
Douglas Dyer	Senior Highway Sales Manager

FURTHER RESOLVED, that all actions heretofore taken by the aforementioned, for and on behalf of the Company, are hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, has executed this consent as of the day and year first written above.

By: 
Rodney L. Underdown
Sole Director of North American Salt Company

Product Data Sheet



9900 West 109th Street – Suite 100
Overland Park, Kansas 66210
Phone 800-323-1641 Fax 913-338-7945

DE-ICING ROCK SALT

PRODUCTION LOCATION

Goderich, Ontario

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

Tyler Mesh	USS Mesh	Open. (mm)	Ret. %	Range %	Cum %	Range %
0.500	0.500	12.7	0.3	0 – 2	0.3	0 – 2
0.371	3/8	9.5	6.5	1 – 12	6.9	1 – 13
4	4	4.75	30.9	21 – 41	37.8	23 – 52
8	8	2.36	29.9	25 – 35	67.7	54 – 81
14	16	1.18	16.0	10 – 22	83.7	75 – 92
		0.630	7.3	4 – 11	91.0	86 – 96
28	30	0.60	0.8	0 – 2	91.9	87 – 97
Pan	Pan		8.1	3 – 13		

Average Particle Size 3.77 millimeters (5.63 mesh)

ADMIXTURE

Yellow prussiate of soda (YPS) added - If requested by customer

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	97.95	95 – 100
Calcium Sulphate	CaSO ₄	(%)	1.42	0.00 – 3.22
Magnesium Chloride	MgCl ₂	(%)	0.03	0.01 – 0.04
Moisture		(%)	0.06	0.00 – 0.18
Water Insolubles		(%)	0.60	0.00 – 1.64
Calcium	Ca	ppm	4174	0 – 9466
Magnesium	Mg	ppm	77	26 – 102
Sulphate	SO ₄	ppm	10025	0 – 22733

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632 and E524. All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		6615

PHYSICAL PROPERTIES

Bulk Density 1220 kg/m³ (76 lbs/ft³)

Product Data Sheet



9900 West 109th Street - Suite 100
Overland Park, Kansas 66210
Phone 800-323-1641 Fax 913-338-7945

DE-ICING SALT

PRODUCTION LOCATION

Cote Blanche, Louisiana

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
¼		0.742	0.0	0 - 1	100.0	99 - 100
½		0.500	0.1	0 - 1	99.9	99 - 100
¾	0.375	0.375	6.0	0 - 17	93.8	82 - 100
4	4	0.1870	33.6	5 - 62	60.2	24 - 96
8	8	0.0937	33.7	17 - 51	26.5	0 - 58
16	14	0.0464	14.7	0 - 31	11.8	0 - 29
30	28	0.0234	6.4	0 - 16	5.4	0 - 15
Pan	Pan		5.4	0 - 15		

Average Particle Size 0.159 inches (5.2 mesh)

PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	98.58	97.83 - 99.33
Calcium Sulfate	CaSO ₄	(%)	1.11	0.50 - 1.72
Calcium Chloride	CaCl ₂	(%)	0.04	0.00 - 0.25
Magnesium Chloride	MgCl ₂	(%)	0.00	0.00 - 0.02
Moisture	H ₂ O	(%)	0.05	0.00 - 0.15
Water Insolubles		(%)	0.17	0.00 - 1.02

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632-94 and E524-91. All other testing is from North American Salt's internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		7608

ADMIXTURE

Yellow Prussiate of Soda (YPS) added - If requested by customer



MATERIAL SAFETY DATA SHEET

1. Product and Company Identification

Product Name	Sodium Chloride, Salt
Product use	De-icer General industrial and water softening/conditioning purposes.
Manufacturer	North American Salt Company A Compass Minerals Company 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US Phone: 913-344-9200
CHEMTREC	1-800-424-9300

2. Hazards Identification

Emergency overview	CAUTION May cause eye and skin irritation.
Potential short term health effects	
Routes of exposure	Eye, Skin contact, Inhalation, Ingestion.
Eyes	May cause irritation.
Skin	May cause irritation.
Inhalation	Dusts of this product may cause Irritation of the nose, throat, and respiratory tract.
Ingestion	May cause stomach distress, nausea or vomiting.
Target organs	Eyes. Skin. Respiratory system.
Chronic effects	Prolonged or repeated exposure can cause drying, defatting and dermatitis.
Signs and symptoms	Symptoms may include redness, edema, drying, defatting and cracking of the skin. Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.
OSHA Regulatory Status	This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
Potential environmental effects	See section 12.

3. Composition / Information on Ingredients

Ingredient(s)	CAS #	Percent
Sodium chloride	7647-14-5	90 - 100

4. First Aid Measures

First aid procedures	
Eye contact	Flush with cool water. Remove contact lenses, if applicable, and continue flushing. Obtain medical attention if irritation persists.
Skin contact	Brush away excess of dry material. Flush with water. Obtain medical attention if irritation persists.
Inhalation	If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
Ingestion	Do not induce vomiting. Never give anything by mouth if victim is unconscious, or is convulsing. Obtain medical attention.
Notes to physician	Symptoms may be delayed.
General advice	Avoid contact with eyes. Keep out of reach of children.

5. Fire Fighting Measures

Flammable properties	Not flammable by OSHA criteria. May be combustible at high temperatures.
Extinguishing media	
Suitable extinguishing media	Treat for surrounding material.
Unsuitable extinguishing media	Not available

Protection of firefighters

Specific hazards arising from the chemical Not available

Protective equipment for firefighters Firefighters should wear full protective clothing including self contained breathing apparatus.

Hazardous combustion products May include and are not limited to: Hydrogen chloride. Chlorine. Oxides of sodium.

Explosion data

Sensitivity to mechanical impact Not available

Sensitivity to static discharge Not available

6. Accidental Release Measures

Personal precautions Keep unnecessary personnel away. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep people away from and upwind of spill/leak.

Environmental precautions Prevent entry into waterways, sewers, basements or confined areas.

Methods for containment None necessary.

Methods for cleaning up Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

7. Handling and Storage

Handling Use good industrial hygiene practices in handling this material. Avoid breathing dusts from this material.

Storage Keep out of reach of children. Keep containers tightly closed in a cool, well-ventilated place.

8. Exposure Controls / Personal Protection

Exposure limits

Ingredient(s)	Exposure Limits
---------------	-----------------

Sodium chloride	ACGIH-TLV
	Not established
	OSHA-PEL
	Not established

Engineering controls TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. If user operations generate dust, fumes, or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Personal protective equipment

Eye / face protection Safety glasses

Hand protection Rubber gloves. Confirm with a reputable supplier first.

Skin and body protection As required by employer code.

Respiratory protection Where exposure guideline levels may be exceeded, use an approved NIOSH respirator or NIOSH-approved filtering facepiece.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice. When using do not eat or drink. Wash hands before breaks and immediately after handling the product.

9. Physical and Chemical Properties

Appearance	Crystalline.
Color	White
Form	Crystals
Odor	Odorless
Odor threshold	Not available
Physical state	Solid
pH	6 - 8 (Neutral)
Melting point	1473.62 °F (800.9 °C)
Freezing point	Not available
Boiling point	2575.40 °F (1413 °C)
Pour point	Not available
Evaporation rate	Not available
Flash point	Not available
Auto-ignition temperature	Not available
Flammability limits in air, lower, % by volume	Not applicable
Flammability limits in air, upper, % by volume	Not applicable
Vapor pressure	0.1 KPa (1 MmHg) @ 865°C
Vapor density	Not applicable
Specific gravity	2.17 (H ₂ O = 1)
Relative density	2.17 g/cm ³
Octanol/water coefficient	Not available
Solubility (H ₂ O)	36G/100g H ₂ O @ 20°C
Viscosity	Not applicable
Percent volatile	0 % w/w
Molecular weight	58.4400 g/mole
Molecular formula	NaCl
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	Reactive with oxidizing agents, acids, lithium, bromine trifluoride.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Chemical stability	Stable under recommended storage conditions.
Conditions to avoid	Do not mix with incompatible materials.
Incompatible materials	Acids. Oxidizers.
Hazardous decomposition products	May include and are not limited to: Hydrogen chloride. Chlorine. sodium oxides

11. Toxicological Information

Component analysis - LC50

Ingredient(s)	LC50
Sodium chloride	> 21000 mg/m ³ rat

Component analysis - Oral LD50

Ingredient(s)	LD50
Sodium chloride	3000 mg/kg rat; 4000 mg/kg mouse

Effects of acute exposure

Eye	May cause irritation.
Skin	May cause irritation.

Inhalation	Dusts of this product may cause irritation of the nose, throat, and respiratory tract.
Ingestion	May cause stomach distress, nausea or vomiting.
Sensitization	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Chronic effects	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Carcinogenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Mutagenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Reproductive effects	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Teratogenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Name of Toxicologically Synergistic Products	Not available

12. Ecological Information

Ecotoxicity	May be harmful to freshwater aquatic species and to plants that are not saline tolerant.
Persistence / degradability	Not available
Bioaccumulation / accumulation	Not available
Mobility in environmental media	Not available
Environmental effects	Not available
Aquatic toxicity	Not available
Partition coefficient	Not available
Chemical fate information	Not available

13. Disposal Considerations

Disposal instructions	Waste must be disposed of in accordance with federal, state and local environmental control regulations.
Waste from residues / unused products	Not available
Contaminated packaging	Not available

14. Transport Information

U.S. Department of Transportation (DOT)
Not regulated as dangerous goods.

15. Regulatory Information

Occupational Safety and Health Administration (OSHA)	
29 CFR 1910.1200 hazardous chemical	No
US Federal regulations	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
CERCLA (Superfund) reportable quantity	None
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
Section 302 extremely hazardous substance	No
Section 311 hazardous chemical	No
Clean Air Act (CAA)	Not available
Clean Water Act (CWA)	Not available
State regulations	This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

Inventory status**Country(s) or region**

United States & Puerto Rico

Inventory name

Toxic Substances Control Act (TSCA) Inventory

On Inventory (yes/no)*

Yes

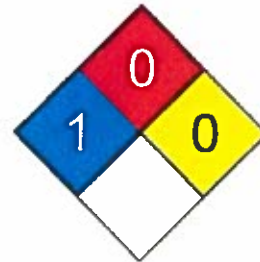
A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND HMIS/NFPA	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

Disclaimer**Issue date****Effective date****Expiry date****Prepared by****Other Information**

Health	/ 1
Flammability	0
Physical Hazard	0
Personal Protection	E



Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

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Dell Tech Laboratories Ltd. (519) 858-5021

This MSDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.