

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
5/17/2016

SUBJECT:	SUBMITTED BY:
Bid: Purchase of Bulk Rock Salt from DuPage County Contract	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize the approval of a contract for the purchase of bulk rock salt from Compass Minerals America, Inc. of Overland Park, Kansas at a cost of \$56.35 per ton up to an amount of \$146,510.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY16 budget has \$37,677 remaining for this purchase. The FY17 budget will include funding for the remainder of the purchase.

RECOMMENDATION

Approval on the May 17, 2016 consent agenda.

BACKGROUND

On April 6, 2016, DuPage County issued an invitation to bid for the purchase of bulk rock salt. This County contract combined the needs of the DuPage County Division of Transportation with 29 DuPage municipalities and all nine township highway departments into a single bid document in an effort to consolidate buying power.

The County's successful vendor, Compass Minerals America, Inc. submitted a bid price of \$56.35 per ton, which is about 25% less than the unit price of \$70.44 per ton for salt under the county contract the last two years. Participating in this contract provides the Village with a secondary source of rock salt for snow and ice control operations. This contract will complement the State of Illinois salt contract. Bid pricing for the state contract is expected in August.

A summary of the Village's rock salt supply plans for the 2016/17 winter season is shown in the table below.

Vendor	Compass Minerals	Morton Salt	Detroit Salt	Cargill

Price per Ton	\$56.35	\$57.62	\$60.23	\$73.64
Total	\$146,510	\$149,812	\$156,598	\$191,464

Staff is confident that the amount of salt requested, along with the allocation with the State of Illinois and the use of anti-icing agents will provide the material resources necessary to meet the service objectives described in the Village Snow Removal and Ice Control Policy in a cost effective manner.

ATTACHMENTS

DuPage County Road Salt Contract Documents



**COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION**

#16-070-BF

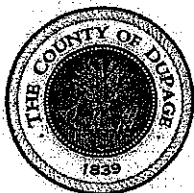
OPENING DATE: APRIL 20, 2016 - 2:30 P.M.

	Morton Salt	Detroit Salt	Compass Materials	Cargill Inc
Group 1A	No bid	No bid	No bid	No bid
Group 1B	\$862,200 / \$57.48tn	\$896,100 / \$59.74tn	\$845,250 / \$56.35tn	\$1,019,400 / \$67.96tn
Group 2A	\$275,895 / \$61.31tn	\$271,035 / \$60.23tn	\$253,575 / \$56.35tn	\$329,670 / \$73.26tn
Group 2B	\$2,935,739 / \$57.62tn	\$3,068,718.50 / \$60.23tn	\$2,871,032.50 / 56.35tn	\$3,751,958 / \$73.64tn

BID OPENING ATTENDED BY:

Bruce Flowers, DuPage County Buyer
 Larry Gammel, DuPage County Buyer
 Darcie Garza, D.O.T. Buyer
 Jude Paralo, Salt Exchange
 Deborah Jones, Morton Salt
 Roger Wilson, Cargill
 Sean Lierz, Compass Minerals

INVITATIONS SENT:	9	TOTAL BID RESPONSES RECEIVED:	4
------------------------------	----------	--	----------



DuPage County Procurement Services Division

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

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

INVITATION TO BID:	16-075-BF	BID ISSUE DATE:	APRIL 6, 2016
BID DESCRIPTION:	FURNISH & DELIVER BULK ROCK SALT		
BID OPENING DATE:	APRIL 20, 2016	BID OPENING TIME:	2:30PM
SUBMIT ONE ORIGINAL PLUS ONE COPY	BOND REQUIRED: YES - GROUP 1		

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

TO ALL PROSPECTIVE BIDDERS:

APR 6 5:59PM

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

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

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

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978
---	---

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

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

BUYER:	Bruce Flowers	PHONE:	(630) 407-6166
EMAIL:	Bruce.Flowers@dupageco.org		

FULL NAME OF BIDDER	COMPASS MINERALS AMERICA INC.
BID CONTACT PERSON	Sean Lierz
TELEPHONE NUMBER	913-344-9330 or 800-323-1641

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

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

COUNTY OF DU PAGE, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	FURNISH & DELIVER Bulk Rock Salt
USER DEPARTMENT:	Division of Transportation

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Bid Language and Specification Inquiries.	Must be submitted in writing to: Bruce.Flowers1@DuPageCo.Img	APRIL 13, 2016	2:30 p.m.
Response to Inquiries	Via Email	APRIL 14, 2016	2:30 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	APRIL 20, 2016	2:30 p.m.

✓	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID
	ONE COPY
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	BID SECURITY/ BID BOND FOR GROUP 1
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-FORM W-9

AWARDED CONTRACTOR REQUIREMENTS

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

COUNTY OF DU PAGE, ILLINOIS**INSTRUCTIONS TO BIDDERS**

ON-LINE NOTIFICATION OF SPECIFICATIONS:

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

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

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

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

ON-LINE PROVIDER DISCLAIMER:

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

BID REQUIREMENTS:

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

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

ALTERNATE/EQUAL BIDS:

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

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

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

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

COMPETITION INTENDED:

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

COUNTY OF DU PAGE, ILLINOIS

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

DEVIATIONS:

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

DISCIPLINE:

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

EXCEPTIONS:

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

EXAMINATION BY BIDDER:

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

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

ELECTRONIC TRANSMITTALS:

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

INTERPRETATION OF CONTRACT DOCUMENTS:

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

PREPARATION OF BIDS:

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

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

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

COUNTY OF DU PAGE, ILLINOIS

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

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

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

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

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

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

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

SUBMISSION OF BIDS:

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

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

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope. You must allow sufficient time for processing through the County's internal mailroom system.

PROPRIETARY INFORMATION:

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

CONTRACT AWARD INFORMATION:

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

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

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

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

END OF INSTRUCTIONS TO BIDDERS

COUNTY OF DU PAGE, ILLINOIS
GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):

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

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

APPLICABLE CODES AND ORDINANCES:

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

CHANGES:

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

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

COMMENCEMENT OF WORK:

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

COMMUNICATIONS:

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

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

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

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

CONTRACTOR PERFORMANCE:

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

COUNTY OF DU PAGE, ILLINOIS**DISCIPLINE:**

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

DRUG FREE WORKPLACE:

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

ENDORSEMENTS:

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

F.O.B.:

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

FORCE MAJEURE:

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

HOLDING OF BIDS:

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

INDEMNITY:

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

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

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

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

LAW GOVERNING:

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

COUNTY OF DU PAGE, ILLINOIS

LIENS, CLAIMS, AND ENCUMBRANCES:

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

LOBBYIST REGISTRATION:

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

MSDS:

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

MISCELLANEOUS REQUIREMENTS:

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

NON-DISCRIMINATING:

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

PAYMENT:

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

PROTEST:

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

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

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

RESERVATION OF RIGHTS:

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

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

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

COUNTY OF DU PAGE, ILLINOIS

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

TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

TERMINATION, CANCELLATION AND DAMAGES:

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

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

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

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

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

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

VENUE:

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

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS
SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

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

BID SECURITY/PERFORMANCE BOND - GROUP 1 ONLY

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

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

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

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

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

JOINT PURCHASING:

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

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

YES ☒ NO ☐

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

* SUBJECT TO PRODUCT AVAILABILITY

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

RENEWAL & EXTENSION:

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

COUNTY OF DU PAGE, ILLINOIS

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

Delivery Location	Delivery Date	Delivery Ticket Number	Quantity (Tons)	Unit Price	Extended
-------------------	---------------	------------------------	-----------------	------------	----------

Contractor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

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

VENDOR QUALIFICATIONS:

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

END OF SPECIAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

DuPage County Procurement Services Division
 Bruce Flowers, Buyer
 421 North County Farm Road
 Wheaton, IL 60187-3978

PH: (630) 407-6166
 FX: (630) 407-6201

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

COUNTY OF DU PAGE, ILLINOIS

CHANGES IN INSURANCE COVERAGE:

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

INSURANCE RATING:

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

SURVIVAL OF INDEMNIFICATION:

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

NOTICE OF LAWSUIT:

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

CHOICE OF LEGAL COUNSEL:

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

RIGHTS RETAINED:

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

END OF INSURANCE REQUIREMENTS

COUNTY OF DU PAGE, ILLINOIS

BID# 16-075-BF**SPECIFICATIONS AND PRICING**

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

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

BID AWARD CRITERIA:

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

Group 2 will be awarded by each individual township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

The County authorized representative for this bid is Darcie Garza, CPPB, or her authorized designee.

DELIVERY REQUIREMENTS:

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

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

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

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

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

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

The Contractor shall notify the Division of Transportation and any participating municipality 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. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

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

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

COUNTY OF DU PAGE, ILLINOIS

INVOICING:

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

LIQUIDATED DAMAGES:

From December 1, 2016 through April 30, 2017, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$ 20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

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

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

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2016. All salt will be delivered by May 31, 2017. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

Group 1: DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

Group 2: The Townships/Municipalities intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/16. Bidders are required to provide a unit price for this 100% guaranteed delivery (**EARLY DELIVERY**). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

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

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

COUNTY OF DU PAGE, ILLINOIS

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2016. This requirement shall be fulfilled each December 1st, with each contract renewal. DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

PRICING:

The Contractor is to provide a unit price per ton.

BONDS:

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

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid:

- 140 N. County Farm Road, Wheaton, IL 60187 OR
- 7900 S. Rt. 53, Woodridge, IL 60517.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2016

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	NONE	\$ NA /TON	\$ NA
TOTAL GROUP 1 –A			\$

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

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	15,000 TONS	\$ 56.35 /TON	\$ 845,250
TOTAL GROUP 1 –B			\$ 845,250

*Quantities are estimates only.

UNIT PRICE PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
\$ 61.35 PER TON

TOTAL GROUP 1 A	\$ NA
TOTAL GROUP 1 B	\$ 845,250
TOTAL GROUP 1A + 1B (LUMP SUM BID)	\$ 845,250

GROUP 1: SHIPPING AND BILLING INFORMATION:

COUNTY OF DU PAGE, ILLINOIS

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

COUNTY OF DU PAGE, ILLINOIS

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

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

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2016

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	4,500 TONS	\$ 56.35 /TON	\$ 253,575
TOTAL GROUP 2 -A			\$ 253,575

*Quantities are estimates only.

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

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	50,950 TONS	\$ 56.35 /TON	\$ 2,871,032.50
TOTAL GROUP 2 -B			\$ 2,871,032.50

*Quantities are estimates only.

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

TOTAL GROUP 2 A	\$ 253,575
TOTAL GROUP 2 B	\$ 2,871,032.50
TOTAL GROUP 2A + 2B (LUMP SUM BID)	\$ 3,124,607.50

COUNTY OF DU PAGE, ILLINOIS

GROUP 2: SHIPPING AND BILLING INFORMATION

LOCATION	Bill To:	Ship to:	A. 100% Confirmed Quantities - Delivery before November 30, 2016	B. 80-130% Estimated Quantities - Standard Delivery
Addison Township	411 West Potter St. Wooddale, IL 60191	411 West Potter St. Wooddale, IL 60191	0	600
Addison, Village of	1 Friendship Plaza Addison, IL 60101	1491 Jeffery Drive, Addison, IL 60101	0	2000
Aurora, City of	44 E. Downer Place, Aurora, IL 60507	720 N. Broadway, Aurora, IL 60505	0	5000
Bensenville, Village of	717 E Jefferson, Bensenville, IL 60106	717 E Jefferson, Bensenville, IL 60106	0	500
Bloomington Township	6N030 Rosedale Ave, Bloomington, IL 60108	6N030 Rosedale Ave, Bloomington, IL 60108	500	1000
Bloomington, Village of	201 S. Bloomington Road, Bloomington, IL 60108	305 Glen Ellyn Road, Bloomington, IL 60108	0	500
Burr Ridge, Village of	7660 S. County Line Road, Burr Ridge, IL 60527	9400 Garfield Ave., Burr Ridge, IL 60527	0	1500
Carol Stream, Village of	500 N. Gary Ave., Carol Stream, IL 60188	CS PW Facility, 124 Gerzevske Lane, Carol Stream, IL 60188	0	1500
Clarendon Hills, Village of	1 N Prospect Ave., Clarendon Hills, IL 60514	452 Park Ave., Clarendon Hills, IL 60514	0	400
Darien, City of	1702 Plainfield Road, Darien, IL 60561	PW Garage 1041 S. Frontage Road, Darien IL 60561	0	2000
Downers Grove Township	4340 Prince Street, Downers Grove, IL 60515	318 E. Quincy St., Westmont, IL 60559	0	1200
Downers Grove, Village of	801 Burlington Ave., Downers Grove, IL 60515	5101 Walnut Ave., Downers Grove, IL 60515	0	2000
Elmhurst, City of	985 S. Riverside Dr., Elmhurst, IL 60126	625 S. Riverside Dr., Elmhurst, IL 60126	0	3500
Glen Ellyn, Village of	30 S. Lambert Rd., Glen Ellyn, IL 60137	30 S. Lambert Rd., Glen Ellyn, IL 60137	0	2000
Hanover Park, Village of	2121 W. Lake St., Hanover Park, IL 60133	2041 Lake St., Hanover Park, IL 60133	0	1800
Hinsdale, Village of	19E Chicago Ave. Hinsdale, IL 60521	225 Symonds Drive Hinsdale, IL 60521	0	600
Itasca, Village of	411 N. Propect Ave., Itasca, IL 60143	411 N. Propect Ave., Itasca, IL 60143	0	1200
Lisle Township	4719 Indiana Ave., Lisle, IL 60532	4719 Indiana Ave., Lisle, IL 60532	0	1200
Lisle, Village of	925 Burlington, Lisle, IL 60532	4905 Yackley, Lisle, IL 60532	0	2000
Lombard, Village of	255 E. Wilson, Lombard, IL 60148	1135 N. Garfield, Lombard, IL 60148	1000	1000

COUNTY OF DU PAGE, ILLINOIS

Milton Township	23W040 Poss St., Glen Ellyn, IL 60137	23W040 Poss St., Glen Ellyn, IL 60137	500	1300
Naperville Township	31W331 North Aurora Road, Naperville, IL 60563	31W331 North Aurora Road, Naperville, IL 60563	0	400
Oakbrook, Village of	1200 Oakbrook Road, Oak Brook, IL 60523	3003 Jorie Blvd., Oak Brook, IL 60523	0	700
Roselle, Village of	474 Congress Circle North, Roselle, IL 60172	474 Congress Circle North, Roselle, IL 60172	0	550
Schaumburg, Village of	101 Schaumburg Ct., Schaumburg, IL 60193	714 S. Plum Grove Road, Schaumburg, IL 60193	2000	3000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	0	500
Warrenville, City of	3S259 Manning Ave., Warrenville, IL 60555	3S346 Mignin Place, Warrenville, IL 60555	0	1300
Wayne Township	4N230 Klein Road, West Chicago, IL 60185	4N230 Klein Road, West Chicago, IL 60185	0	400
West Chicago, City of	475 Main St., West Chicago, IL 60185	135 W. Grandlake, West Chicago, IL 60185	0	2000
West Chicago, City of	475 Main St., West Chicago, IL 60185	119 W Washington, West Chicago, IL 60185		
Westmont, Village of	31 W Quincy St., Westmont, IL 60559	39 E. Burlington Ave., Westmont, IL 60559	0	600
Wheaton, City of	821 Liberty Drive, Wheaton, IL 60189	821 Liberty Drive, Wheaton, IL 60189	0	3300
Willowbrook, Village of	835 Midway Drive, Willowbrook, IL 60527	700 Willowbrook Centre Parkway, Willowbrook, IL 60527	0	800
Winfield Township	P.O. Box 617, West Chicago, IL 60186	30W575 Roosevelt Road, West Chicago, IL 60185	0	800
Winfield, Village of	27W465 Jewell Road, Winfield, IL 60190	0S040 Wynwood Road, Winfield, IL 60190	0	500
Wood Dale, City of	404 N. Wood Dale Road, Wood Dale, IL 60191	720 N. Central Ave., Wood Dale, IL 60191	0	1100
Woodridge, Village of	One Plaza Drive, Woodridge, IL 60517	One Plaza Drive, Woodridge, IL 60517	500	1200
York Township	19W475 Roosevelt Road, Lombard, IL 60148	19W475 Roosevelt Road, Lombard, IL 60148	0	1000
		TON TOTALS	4500	50950

COUNTY OF DU PAGE, ILLINOIS

BID FORM

BID #16-075-BF

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	COMPASS MINERALS AMERICA INC.
Main Business Address	9900 W. 109th St., Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641
Fax Number	913-338-7945
Bid Contact Person	Sean Lierz
Email Address	LierzS@compassminerals.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- ☐ The Owner/Sole Proprietor
☐ Member of the Partnership
☒ Officer of the Corporation - list attached
☐ Member of the Joint Venture herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Francis J. Malecha
 (President or Partner) CEO

Robert D. Miller
 Senior Vice-President or Partner

Diana C. Toman
 (Secretary or Partner)

James D. Stander
 (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. none, and _____ issued thereto;

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

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

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



CREDIT INFORMATION

FIRM NAME:	Compass Minerals America Inc.	PHONE:	(913) 344-9100
PRINCIPAL ADDRESS:	9900 W. 109 th St., Suite 100 Overland Park, Kansas 66210	FEDERAL ID CODE:	48-1047632
MAILING ADDRESS:	Same	DATE INCORPORATED:	01/21/88
OTHER LOCATIONS:	Chicago, IL; Kenosha, WI; Duluth, MN; Ogden, UT; Lyons, KS; Cote Blanche, LA; Buffalo, NY	DATE STARTED:	1917
		TYPE OF BUSINESS:	Manufacturing

OFFICERS:

Francis J. Malecha	President and CEO
Matthew J. Foulston	Chief Financial Officer
Steven N. Berger	Senior Vice President, Corporate Services
Jack C. Leunig	Senior Vice President, Operations
Robert D. Miller	Senior Vice President, Salt
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Peter E. Brooks	Vice President of Internal Audit, Enterprise Risk Management and Insurance
John D. Craft	Vice President and Corporate Controller
Timothy R. Mertz	Vice President, Tax & Assistant Secretary
James D. Standen	Treasurer

TRADE REFERENCES:

Sonoco-Hutchinson LLC 100 N. Halstead Hutchinson, KS 67501 (843) 383-7175 (843) 339-6184 (fax)	Graphics Packaging International, Inc. 1500 Riveredge Parkway, Suite 100 Atlanta, GA 30328 (770) 644-2969 (fax) E-mail request: credit@graphicpkg.com
Prince Agri Products Contact: Kathy Irvin 229 Radio Road Quincy, IL 62305 (217) 592-1332 (217) 223-2808 (fax)	Salerno Packaging Inc. 14 Gus Lapham Lane Plattsburgh, NY 12901 (518) 563-3636 (518) 563-3839 (fax)

BANK REFERENCES:

JP Morgan Chase One Chase Plaza, 7 th Floor New York, NY 10005	Account No.: 910-2-637635 Contact: Credit Reference Group Tel: (817) 399-7201 Fax: (817) 345-3794 or 3795
---	--

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

Dated as of April 1, 2016

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), do hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and 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 or desirable in order to effectuate and carry out the foregoing:

Francis J. Malecha	President and CEO
Matthew J. Foulston	Chief Financial Officer
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
Deanna Pinkham	Business Director, Specialty Products
Steve LaLiberte	Sales Manager Minnesota & Wisconsin
Matt Beyers	Regional Manager Eastern Sales
Monica Lloyd	Western Region Sales Manager
Douglas Dyer	Senior Highway Sales Manager
Cindy Rittel	Sales Manager
Scott Salazar	Sales Manager
Joe Uriell	Director Sales Industrial

General

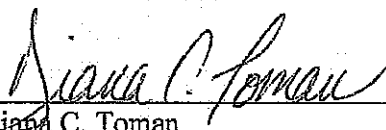
RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for, and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any of the Authorized Signatories in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above.



Matthew J. Foulston



Diana C. Toman

COUNTY OF DU PAGE, ILLINOIS

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

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

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

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

BID AWARD CRITERIA:

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

GROUP 1:

TOTAL LUMP SUM BID: \$ 845,250.00

Total (in figures)

EIGHT HUNDRED FORTY FIVE THOUSAND TWO HUNDRED FIFTY Dollars and ZERO Cents.
(Print or Type)

GROUP 2:

TOTAL LUMP SUM BID: \$ 3,124,607.50

Total (in figures)

THREE MILLION ONE HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED AND SEVEN FIFTY Dollars and FIFTY Cents.
(Print or Type)

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.

X *Patricia J. Green*
(Signature and Title)

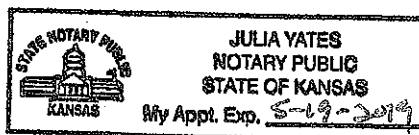
CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 18 day of April AD, 2016

Julia Yates
(Notary Public)

My Commission Expires: 5-19-2019



COUNTY OF DU PAGE, ILLINOIS

VENDOR ETHICS DISCLOSURE

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

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

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

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

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

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

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

COUNTY OF DU PAGE, ILLINOIS

**REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT**

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date:

4-18-2016

Bid/Contract/PO:

16-075-8F

Company Name: <u>Compass Minerals America Inc</u>	Company Contact: <u>Sean Lierz</u>
Contact Phone: <u>800-333-1641 or 913-344-9330</u>	Contact Email: <u>LierzS@compassminerals.com</u>

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

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

☒ **NONE (check here) - If no contributions have been made**

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

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

☐ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	<u>Sean Lierz</u>	<u>913-344-9330</u>	<u>LierzS@compassminerals.com</u>
x			
x			

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Patrick T. Heenan
Patrick T. Heenan
Director of Rock Salt and Chemical Sales
4-18-2016

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Compass Minerals America Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
9900 West 109th Street, Suite 100

6 City, state, and ZIP code
Overland Park, KS 66210

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
4	8	-	1	0	4	7	6	3
								2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *May Wells* Date ▶ *4/12/16*

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

COUNTY OF DU PAGE, ILLINOIS**REFERENCES**

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

COMPANY NAME:	Lake County
ADDRESS:	600 W Winchester Rd
	Libertyville, IL 60048
CONTACT PERSON:	Kevin Kerrigan
TELEPHONE NUMBER:	847-377-7498

COMPANY NAME:	McHenry CHD
ADDRESS:	16111 Nelson Rd
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-4973

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W Center Ct
	Schaumburg, IL 60196
CONTACT PERSON:	Michael LaBree
TELEPHONE NUMBER:	847-705-4177

COMPANY NAME:	Illinois Tollway
ADDRESS:	P O Box 3094
	Attn: Contract Admin.
	Lisle, IL 60532
CONTACT PERSON:	Marlene Nagel
TELEPHONE NUMBER:	630-241-6800 ext 3980

STATE THE NUMBER OF YEARS IN BUSINESS:	28 Incorporated 1/21/1988
---	---------------------------

COUNTY OF DU PAGE, ILLINOIS

SAMPLE

CONTRACT AGREEMENT CONTRACT #16-075-BF BETWEEN [CONTRACTOR] AND THE COUNTY OF DU PAGE

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

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #16-075 for its Division of Transportation, located at the DuPage County Division of Transportation, 180 North County Farm Road, Wheaton, Illinois 60187; and

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

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

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Bid Invitation
 - 1.1.b Project Information
 - 1.1.c Instructions to Bidders
 - 1.1.d General Conditions
 - 1.1.e Special Conditions
 - 1.1.f Bonding Requirements and Certificates
 - 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.i Exhibits
 - 1.1.j County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a _____ year period beginning on _____, 2016 and continuing through _____, 2017.
- 2.2 The Contract term is subject to renewal according to the Bid Invitation Specifications.
- 2.3 In no event shall the term plus renewals exceed four (4) years.

3.0 BID PRICES AND PAYMENT

- 3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed

COUNTY OF DU PAGE, ILLINOIS

to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

4.0 AMENDMENTS

4.1 This Contract may be amended by mutual agreement.

4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

5.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

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

6.0 SEVERABILITY CLAUSE

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

7.0 GOVERNING LAW

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

8.0 ENTIRE AGREEMENT

8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

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

COUNTY OF DU PAGE, ILLINOIS

[CONTRACTOR]

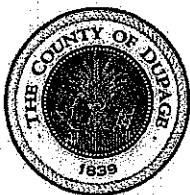
By: _____

JOHN A. MENEHINI
PROCUREMENT OFFICER

By: _____

AUTHORIZED SIGNATURE

TITLE



DuPage County Procurement Services Division

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

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

General Email: purchasing@dupageco.org

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: #16-075-BF

OPENING DATE: APRIL 20, 2016

OPENING TIME: 2:30 P.M.

**DESCRIPTION: FURNISH & DELIVER BULK ROCK SALT FOR DUPAGE
COUNTY**

**DATED MATERIAL-
DELIVER IMMEDIATELY**

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

LATE BIDS CANNOT BE ACCEPTED!



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
04/13/2016

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Compass Minerals America Inc. and Subsidiaries 9900 W. 109th Street Suite 600 Overland Park KS 66210 USA	<table border="1"> <thead> <tr> <th data-bbox="829 506 1377 533">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1382 506 1487 533">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="829 539 1377 567">INSURER A: ACE American Insurance Company</td> <td data-bbox="1382 539 1487 567">22667</td> </tr> <tr> <td data-bbox="829 569 1377 596">INSURER B: National Union Fire Ins Co of Pittsburgh</td> <td data-bbox="1382 569 1487 596">19445</td> </tr> <tr> <td data-bbox="829 598 1377 625">INSURER C:</td> <td data-bbox="1382 598 1487 625"></td> </tr> <tr> <td data-bbox="829 627 1377 655">INSURER D:</td> <td data-bbox="1382 627 1487 655"></td> </tr> <tr> <td data-bbox="829 657 1377 684">INSURER E:</td> <td data-bbox="1382 657 1487 684"></td> </tr> <tr> <td data-bbox="829 686 1377 714">INSURER F:</td> <td data-bbox="1382 686 1487 714"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: National Union Fire Ins Co of Pittsburgh	19445	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: National Union Fire Ins Co of Pittsburgh	19445														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570061801187

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG27400486 SIR applies per policy terms & conditions	11/28/2015	11/28/2016	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>Excluded</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td>\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	Excluded	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COM/OP AGG	\$4,000,000
EACH OCCURRENCE	\$2,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000																		
MED EXP (Any one person)	Excluded																		
PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$4,000,000																		
PRODUCTS - COM/OP AGG	\$4,000,000																		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAL H08860749	11/28/2015	11/28/2016	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> <tr><td>Comprehensive Deduct</td><td>\$2,500</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)		Comprehensive Deduct	\$2,500		
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
Comprehensive Deduct	\$2,500																		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			8E84160111	11/28/2015	11/28/2016	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	AGGREGATE	\$2,000,000								
EACH OCCURRENCE	\$2,000,000																		
AGGREGATE	\$2,000,000																		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC48592521 SCFC48592533	11/28/2015	11/28/2016	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT		\$1,000,000																	
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																	
E.L. DISEASE-POLICY LIMIT		\$1,000,000																	

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

RE: Contract No. 16-075-BF, Furnish and Deliver Bulk Road Salt to the DuPage County Division of Transportation. County of DuPage is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

DuPage County Procurement Services Div. Attn: Bruce Flowers, Buyer 421 North County Farm Road Wheaton IL 60187-3978 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570061801187

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Compass Minerals America Inc.
POLICY NUMBER See Certificate Number: 570061801187		
CARRIER See Certificate Number: 570061801187	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

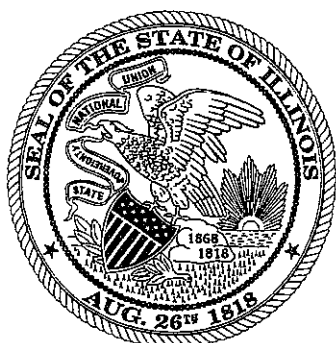
File Number 5535-074-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., 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.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 29TH
day of FEBRUARY A.D. 2016 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1606002358 verifiable until 02/29/2017

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

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.



2149843 8100

141004732

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:01 PM 07/28/2014
FILED 04:01 PM 07/28/2014
SRV 141004732 - 2149843 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

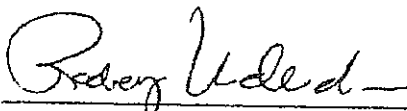
FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

Product Data Sheet



9900 West 109th Street - Suite 100
Overland Park, Kansas 66210
Phone 800-755-7258 Fax 800-359-7258

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)	Pass %	Range %	Ret. %	Range %
0.500	0.500	12.7	99.9	99 - 100	0.1	0 - 1
0.371	3/8	9.5	94.5	83 - 100	5.3	0 - 11
4	4	4.75	68.9	49 - 89	25.7	11 - 41
8	8	2.36	39.0	17 - 61	29.9	23 - 37
14	16	1.18	19.9	5 - 35	19.2	10 - 28
		0.630	10.5	1 - 20	9.3	3 - 15
28	30	0.60	9.3	3 - 16	1.2	0 - 7
Pan	Pan				9.3	3 - 16

Average Particle Size 3.24 millimeters (6.53 mesh)

ADMIXTURE

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

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	97.52	95.6 - 99.5
Calcium Sulphate	CaSO ₄	(%)	1.67	0.12 - 3.22
Magnesium Chloride	MgCl ₂	(%)	0.03	0.01 - 0.04
Moisture		(%)	0.07	0.00 - 0.20
Water Insolubles		(%)	0.77	0.11 - 1.44
Calcium	Ca	ppm	4908	351 - 9464
Magnesium	Mg	ppm	67	35 - 99
Sulphate	SO ₄	ppm	11785	844 - 22727

METHOD OF ANALYSIS

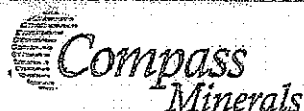
American Society for Testing and Materials Procedures D632 and E524. All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

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 800-755-7258 Fax 800-359-7258

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 %
3/4		0.742	0.0	0 - 1	100.0	99 - 100
1/2		0.590	0.3	0 - 2	99.7	98 - 100
3/8	0.375	0.375	5.2	0 - 13	94.5	85 - 100
4	4	0.1870	32.2	1 - 63	62.3	26 - 99
8	8	0.0937	33.9	19 - 49	28.4	0 - 65
16	14	0.0464	16.9	0 - 35	11.6	0 - 32
30	28	0.0234	6.6	0 - 19	4.9	0 - 13
Pan	Pan		4.9	0 - 15		

Average Particle Size 0.162 inches (5.11 mesh)

PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis (99.7% Confidence)		Typical	Range
Sodium Chloride	NaCl (%)	98.53	97.59 - 99.47
Calcium Sulfate	CaSO ₄ (%)	1.16	0.10 - 2.21
Calcium Chloride	CaCl ₂ (%)	0.07	0.00 - 0.41
Magnesium Chloride	MgCl ₂ (%)	0.00	0.00 - 0.02
Moisture	H ₂ O (%)	0.05	0.00 - 0.13
Water Insolubles	(%)	0.15	0.00 - 0.85

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632-94 and E524-91. All other testing is from Compass Minerals' 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



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Salt
Other means of identification	Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals International 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US Phone 913-344-9200 Emergency US CHEMTREC 1-800-424-9300 Emergency Canada CANUTEC 1-800-996-6666
CHEMTREC	1-800-424-9300
CANUTEC	1-800-996-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Salt and/or Salt Mixtures

Composition comments

The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine. Hydrogen chloride. Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).

Appropriate 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.

Individual protection measures, such as personal protective equipment

Eye/face protection

Safety glasses if eye contact is possible.

Skin protection

Hand protection

If there is constant skin contact, rubber gloves are recommended.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene considerations

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

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
------------	-------------

Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics

Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.

Serious eye damage/eye irritation

Direct contact with eyes may cause temporary irritation.

Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity

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

Teratogenicity

Not classified.

Specific target organ toxicity - single exposure

Not classified.

Specific target organ toxicity - repeated exposure

Not classified.

Aspiration hazard

Not classified.

Chronic effects

Not classified.

Further information

This product has no known adverse effect on human health.

Name of Toxicologically Synergistic Products

Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.

Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
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
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.
Other federal regulations	
Safe Drinking Water Act (SDWA)	Not regulated.
Food and Drug Administration (FDA)	Not regulated.
US state regulations	California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.
US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance	Not listed.
US. Massachusetts RTK - Substance List	Not regulated.
US. Pennsylvania RTK - Hazardous Substances	Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

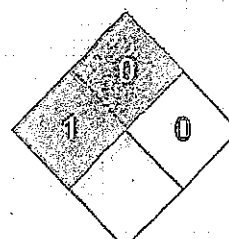
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
ENVIRONMENTAL	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X


Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. 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.

Issue date

29-August-2014

Effective date

01-August-2014

Expiry date

01-August-2017

Further information

Not available.

Prepared by

Deli Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

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

AIA Document A310TM – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

 COMPASS MINERALS AMERICA INC.
 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)

DUPAGE COUNTY TREASURER

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

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

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

Supplying De-Icing Rock Salt

Project Number, if any:

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

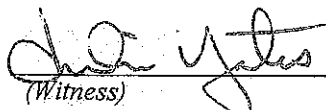
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

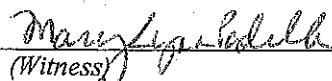
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 12th day of April, 2016



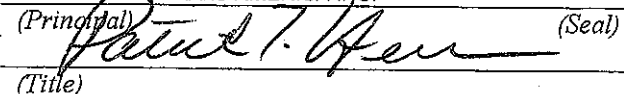
 (Witness)



 (Witness)

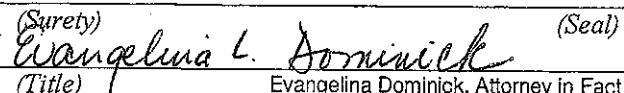
Mary Lynn Padilla

COMPASS MINERALS AMERICA INC.



 (Principal) (Seal)

RLI INSURANCE COMPANY



 (Surety) (Seal)

Evangelina Dominick, Attorney in Fact



RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Robert McDonough, Glenn Pelletiere, Thomas Rhatigan, Debra A. Deming, Cynthia Farrell, Vivian Carti, Sandra Diaz, Evangelina Dominick, Annette Leuschner, Valorie Spates, Jessica Iannotta, Kelly OMalley, Edward J. Reilly, jointly or severally

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

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 28th day of August, 2015.



RLI Insurance Company

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 28th day of August, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jacqueline M. Bockler

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 12 day of April, 2016.

RLI Insurance Company

By:

Barton W. Davis

Vice President



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2014

Admitted Assets

Investments:

Fixed maturities	\$ 578,763,554
Equity securities	917,648,978
Short-term investments	10,259,714
Real estate	22,187,806
Properties held to produce income	0
Cash on hand and on deposit	19,674,128
Other invested assets	10,686,345
Receivables for securities	764,068
Agents' balances	103,623,266
Investment income due and accrued	5,788,863
Funds held	4,000
Reinsurance recoverable on paid losses	10,302,704
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable or on deposit	88,398
Electronic data processing equipment, net of depreciation	1,179,933
Receivable from affiliates	21,465,694
Other admitted assets	4,544,437

Total Admitted Assets \$ 1,706,981,908

State of Illinois

County of Peoria

Liabilities and Surplus

Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 458,619,890
Unearned premiums	215,181,323
Accrued expenses	80,283,644
Funds held	764,068
Advance premiums	5,609,431
Amounts withheld	59,014,706
Dividends declared and unpaid	13,589
Ceded reinsurance premium payable	27,664,360
Payable for securities	5,272,496
Statutory penalties	1,016,799
Current federal & foreign income taxes	612,972
Federal income tax payable	15,764,547
Borrowed money and accrued interest	1,288
Drafts outstanding	0
Payable to affiliate	4,983,685
Other liabilities	2,882,254
Total Liabilities	\$ 857,686,062

Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	596,845,387

Total Surplus \$ 849,296,846

Total Liabilities and Surplus \$ 1,706,981,908

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of IL and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2014.

Attest:



{ Corporate
Seal
Affixed }

Michael J. Stone President
Cynthia S. Dohm Assistant Secretary

Sworn to before me this 3rd day of March, 2015.



{ Notarial
Seal
Affixed }

Jacqueline M. Bockler Notary Public, State of Illinois