

DuPage County Procurement Services Division  
421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978  
Bulk Rock Salt #18-093-JM

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**THE COUNTY OF DUPAGE  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before Wednesday, April 25, 2018 at 2:30 p.m. at Finance Department – Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT #18-093-JM. Bid document, including specifications, may be obtained from the Finance Department by phone at 630-407-6181 or onsite during regular business hours at no cost or from the internet via [www.demandstar.com](http://www.demandstar.com). All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

<b>Date</b>	<b>Bid Event Activity</b>
<b>April 09, 2018</b>	Legal Notice Advertisement Placed
<b>April 18, 2018 4:00 pm CST</b>	Questions due to Buyer Email: <a href="mailto:joan.mcavoy@dupageco.org">joan.mcavoy@dupageco.org</a>
<b>April 20, 2018 4:00pm CST</b>	Final Q&A Addendum Published
<b>April 25, 2018 2:30pm CST</b>	Submittals Due to Finance Office

COUNTY OF DU PAGE, ILLINOIS

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TABLE OF CONTENTS

PROJECT INFORMATION .....3  
INSTRUCTIONS TO BIDDERS .....4  
GENERAL CONDITIONS.....8  
SPECIAL CONDITIONS..... 12  
INSURANCE REQUIREMENTS ..... 14  
SPECIFICATIONS ..... 16  
BID FORM ..... 21  
    BID FORM PRICING..... 23  
    BID FORM SIGNATURE PAGE..... 24  
VENDOR ETHICS DISCLOSURE ..... 25  
W9 FORM..... 27  
REFERENCES ..... 28  
SAMPLE CONTRACT AGREEMENT ..... 29  
OUTSIDE ENVELOPE LABEL..... 31

**COUNTY OF DU PAGE, ILLINOIS**

**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>BULK ROCK SALT</b>
<b>USER DEPARTMENT:</b>	<b>DIVISION OF TRANSPORTATION</b>

√	<b>SUBMITTAL CHECKLIST</b> <b>(BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL BID WITH ONE (1) BUSINESS CARD ATTACHED
	TWO (2) COPIES WITH ONE (1) BUSINESS CARD ATTACHED TO EACH
	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
	<b>BID SECURITY/BID BOND FOR GROUP 1 – 5% SUBMITTED WITH BID</b>
	COMPLETED VENDOR ETHICS DISCLOSURE FORM
	COMPLETED IRS-Form W-9

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
PERFORMANCE BOND	20%, DUE WITHIN 10 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD
ILLINOIS SECRETARY OF STATE CORPORATE/LLC CERTIFICATE OF GOOD STANDING FOR CURRENT YEAR	<a href="http://www.cyberdriveillinois.com/departments/business_services/howdoi.html">http://www.cyberdriveillinois.com/departments/business_services/howdoi.html</a>

Any communication regarding this invitation between the date of issue and date of award is required to go through the Buyer listed below (or, in the Buyers absence, the Procurement Officer).			
<b>Unauthorized contact with other DuPage County staff or officers is strictly forbidden.</b>			
<b>BUYER:</b>	<b>Joan McAvoy</b>	<b>PHONE:</b>	<b>(630) 407-6181</b>
<b>EMAIL:</b>	<b>Joan.mcavoy@dupageco.org</b>		

COUNTY OF DU PAGE, ILLINOIS

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INSTRUCTIONS TO BIDDERS

**ON-LINE NOTIFICATION OF SPECIFICATIONS:**

This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com) or [www.co.dupage.il.us](http://www.co.dupage.il.us), as well as from the Buyer listed in this document.

Businesses without Internet access may contact the Buyer listed on page 1.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive an 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 prevail.

**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 Bid Response 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.**

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 and bid must be clearly marked as an ALTERNATE.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Officer 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 Officer'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, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

**COMPLIANCE WITH ILLINOIS STATE LAW:**

By submitting a response, bidder [offeror] certifies that it has obtained any and all required authorizations, certifications, and/or licenses required by law in order to perform the work described herein and transact business within the State of Illinois. This includes, but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

**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.

**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 accepted. 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.

**INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications of 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 the 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

## COUNTY OF DU PAGE, ILLINOIS

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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.

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 the 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 anyone 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 Officer 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 exception 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 un-redacted 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).

**COUNTY OF DU PAGE, ILLINOIS**

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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, e-mail or fax. Award status can be viewed at [www.DemandStar.com](http://www.DemandStar.com).

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

The above bid status information can also be obtained by contacting the Buyer.

**END OR INSTRUCTIONS TO BIDDERS**

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COUNTY OF DU PAGE, ILLINOIS

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**GENERAL CONDITIONS**

**ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):**

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

Addendum information is available over the internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addendum a minimum of forty-eight (48) hours 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:**

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.

Questions will be answered within two (2) business days via email with a return reply acknowledging receipt of the email requested. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

**All contact with the Buyer issuing this solicitation, regarding this document, must be in writing by email; email "Subject:" line must contain Bid Number.**

**CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:**

It is agreed that 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's 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.

**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 due to 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 because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

## COUNTY OF DU PAGE, ILLINOIS

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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. due to 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.

### **LIENS, CLAIMS, AND ENCUMBRANCES:**

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

### **LOBBYIST REGISTRATION:**

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

### **MSDS:**

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

### **MISCELLANEOUS REQUIREMENTS:**

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

### **NON-DISCRIMINATING:**

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

### **PATENTS:**

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

### **PAYMENT:**

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

### **PROTEST:**

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

Any protest concerning the award of a contract shall be decided by the Procurement Officer. 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 Officer will respond to the written protest within seven (7) days. The Procurement Officer's decision relative to the protest shall be final.

## COUNTY OF DU PAGE, ILLINOIS

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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.

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 correct 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 inure 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 the 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**

SPECIAL CONDITIONS

**ACCURACY DISCLAIMER:**

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

**BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY**

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

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

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

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

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

**JOINT PURCHASING:**

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

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

YES \_\_\_\_\_ NO   X  

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**COUNTY OF DU PAGE, ILLINOIS**

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**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 prices and if such renewals are mutually agreed to by both parties. **In no event, shall the term plus renewals exceed four (4) years.**

**SPLIT BIDS:**

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

**TERMINATION:**

1. Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
2. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
3. Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

**THIRD PARTY AGREEMENT**

The County shall not enter a third party rental agreement and reserves the right to disqualify a vendor so bidding.

**USAGE REPORTS:**

Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

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

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

**END OF SPECIAL CONDITIONS**

**COUNTY OF DU PAGE, ILLINOIS**

**INSURANCE REQUIREMENTS**

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) 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 and 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 contractor, and until such a time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured relations.

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

**\*In addition to a Certificate of Insurance the following Endorsements are needed:**

**"Additional Insured" Endorsement,**

**"Waiver of Subrogation" and**

**"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.**

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

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

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
  - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.

**COUNTY OF DU PAGE, ILLINOIS**

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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.

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

**CHANGES IN INSURANCE COVERAGE:**

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

**Insurance certificates must reference project name and BID NUMBER**

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER.

coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division

Joan McAvoy, Buyer

joan.mcavoy@dupageco.org

TX: (630) 407-6181

FX: (630) 407-6201

**END OF INSURANCE REQUIREMENTS**

COUNTY OF DU PAGE, ILLINOIS

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**SPECIFICATIONS**  
**BID #18-093-JM**  
**BULK ROCK SALT**

This bid is to furnish and deliver bulk rock salt for snow and ice control, for a one (1) year term, 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 total bid amount, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

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

**COUNTY AUTHORIZED REPRESENTATIVE:**

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

**DELIVERY REQUIREMENTS:**

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

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

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

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

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

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

The Contractor shall notify the Division of Transportation 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

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### **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, 2018 through April 30, 2019, 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 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500-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, 2018. All salt will be delivered by May 31, 2019. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

### **QUANTITIES:**

DuPage County Division of Transportation 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.

The Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/18. 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.

### **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, 2018. 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.

**COUNTY OF DU PAGE, ILLINOIS**

**PRICING:**

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

**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.

**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.

**SHIPPING AND BILLING INFORMATION:**

<b>BILL TO ADDRESS:</b>	<b>SHIP TO ADDRESS:</b>
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 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

**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 this agreement with the Awarded Contractor.

**A – EARLY DELIVERY** – 100% Confirmed quantities. Delivery by November 30, 2018.

**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 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.

**COUNTY OF DU PAGE, ILLINOIS**

Location	Bill To:	Ship To:	A-100% Confirmed Quantities – Delivery before 11/30/2018 (Early Delivery)	80-130% Estimated Quantities  (Standard Delivery)
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191		500 Tons
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331		2000 Tons
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504		7500 Tons
Bartlett, Village of	1150 Bittersweet Drive Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103		1100 Tons
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106		500 Tons
Bloomingtondale Township	6N030 Rosedale Ave. Bloomingtondale, IL 60108	6N030 Rosedale Ave. Bloomingtondale, IL 60108		1000 Tons
Bloomingtondale, Village of	201 S. Bloomingtondale Rd Bloomingtondale, IL 60108	305 Glen Ellyn Road Bloomingtondale, IL 60108		1500 Tons
Burr Ridge, Village of	451 Commerce St. Burr Ridge, IL 60527	9400 Garfield Ave. Burr Ridge, IL 60527		1800 Tons
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188		2350 Tons
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514		320 Tons
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561		3000 Tons
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559		1200 Tons
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	4000 Tons	
DuPage Airport Authority	2700 International Drive, Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	96 Tons	
Elmhurst, City of	985 S. Riverside Drive Elmhurst, IL 60126	985 S. Riverside Drive Elmhurst, IL 60126		3000 Tons
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137		1900 Tons
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2041 Lake St. Hanover Park, IL 60133		1500 Tons
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521		700 Tons
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143		800 Tons
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532		1000 Tons

**COUNTY OF DU PAGE, ILLINOIS**

<b>Location</b>	<b>Bill To:</b>	<b>Ship To:</b>	<b>A - 100% Confirmed Quantities Delivery before 11/30/2018 (Early Delivery)</b>	<b>B - 80-130% Estimated Quantities (Standard Delivery)</b>
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532		1800 Tons
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148		2000 Tons
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137		1400 Tons
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563		400 Tons
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oakbrook, IL 60523		750 Tons
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	3000 Tons	4000 Tons
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181		200 Tons
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555		1300 Tons
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185		500 Tons
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 119 W. Washington St. West Chicago, IL 60185		2000 Tons
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559		1000 Tons
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	821 Liberty Drive Wheaton, IL 60189		3300 Tons
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527		700 Tons
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190		400 Tons
Winfield Township	P.O. Box 617 West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185		1500 Tons
Wood Dale, City of	404 N. Wood Dale Road Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191		700 Tons
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517		2200 Tons
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148		1000 Tons

**END OF SPECIFICATIONS**

**COUNTY OF DU PAGE, ILLINOIS**

**BID FORM  
PROCUREMENT SERVICES DIVISION  
BID #18-093-JM  
BULK ROCK SALT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

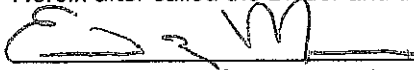
Full Name of Bidder	The Detroit Salt Company
Main Business Address	12841 Sanders St.
City, State, Zip Code	Detroit, MI 48217
Telephone Number	313-841-5144
Fax Number	313-841-0466
Bid Contact Person	Sarah Sanchez
Email Address	sales@detroitssalt.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member authorized to sign on behalf of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

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

  
 \_\_\_\_\_  
 (President or Partner)

\_\_\_\_\_  
 (Vice-President or Partner)

\_\_\_\_\_  
 (Secretary or Partner)

\_\_\_\_\_  
 (Treasurer or Partner)

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

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

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

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-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.

COUNTY OF DU PAGE, ILLINOIS

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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 (subject to unit quantity adjustments based upon actual usage).

**COUNTY OF DU PAGE, ILLINOIS**

**BID FORM PRICING  
 BID #18-093-JM  
 BULK ROCK SALT**

**GROUP 1 – DUPAGE COUNTY**

**STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	15,000 TONS	\$ 67.15 /TON	\$ 1,007,250
<b>TOTAL GROUP 1</b>			<b>\$ 1,007,250</b>

**UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE**

\$ 75.23 PER TON

**GROUP 2 – TOWNSHIPS/MUNICIPALITIES**

**A – EARLY DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	7,096 TONS	\$ 67.15 /TON	\$ 476,496.40
<b>TOTAL GROUP 2 –A</b>			<b>\$ 476,496.40</b>

**B – STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	56,820 TONS	\$ 67.15 /TON	\$ 3,815,463
<b>TOTAL GROUP 2 –B</b>			<b>\$ 3,815,463</b>

**UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE**

\$ 75.23 PER TON

<b>TOTAL GROUP 2 (A+B)</b>	<b>\$ 4,291,959.40</b>
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COUNTY OF DU PAGE, ILLINOIS

BID FORM SIGNATURE PAGE  
BID #18-093-JM  
BULK ROCK SALT

TOTAL BID AMOUNT - GROUP 1: \$ 1,007,250  
Total (in figures)

One million seven thousand two hundred and fifty Dollars and Zero Cents.  
Total (In words)

TOTAL BID AMOUNT - GROUP 2: \$ 4,291,959.40  
Total (in figures)

Four million two hundred ninety one thousand nine hundred fifty nine Dollars and Forty Cents.  
Total (In words)

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

X [Signature]  
(Signature and Title)

CORPORATE SEAL  
(if available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 23<sup>rd</sup> day of April AD, 2018

[Signature] My Commission Expires: 3/17/22  
(Notary Public)

KAREN BROOKS  
Notary Public, State of Michigan  
County of Monroe  
My Commission Expires Mar. 17, 2022  
Acting In the County of DuPage

SEAL



## COUNTY OF DU PAGE, ILLINOIS

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### 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 a 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 been 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: 4/23/18

Bld/Contract/PO #: #18-093-JM

Company Name: <b>The Detroit Salt Company</b>	Company Contact: <b>Gabrielle Hopkins</b>
Contact Phone: <b>313-841-5144</b>	Contact Email: <b>sales@detroitssalt.com</b>

**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 of \$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					

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			
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

Emanuel Z. Manos

Title

President

Date

4/23/18

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

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

See Specific Instructions on page 3.  Print or type.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>The Detroit Salt Company L.C.</b>		
	2 Business name/disregarded entity name, if different from above <b>Detroit Salt Company, LLC</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>12841 Sanders Street</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Detroit, MI 48217</b>		
	7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: small;">or</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> </tr> </table>	Social security number																				or										Employer identification number										3	8	-	3	3	4	1	4	8	4
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<b>Part II Certification</b>	Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  <b>Certification Instructions.</b> 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 for Part II, later.
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<b>Sign Here</b>	Signature of U.S. person ▶ <i>Richard L. Sabut</i>	Date ▶ <i>3/16/18</i>
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### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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-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, later.*

**COUNTY OF DU PAGE, ILLINOIS**

**REFERENCES**

The bidder must list three (3) 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.

<b>COMPANY NAME:</b>	See Attached Reference Sheet
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>NUMBER OF YEARS IN BUSINESS</b>	
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**COUNTY OF DU PAGE, ILLINOIS**

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**SAMPLE CONTRACT AGREEMENT  
CONTRACT # 18-093-JM BETWEEN [CONTRACTOR]  
AND THE COUNTY OF DUPAGE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 #18-093-JM for its Division of Transportation located at the DuPage County Center, 140 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 the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
  - 1.1.a Bid Invitation
  - 1.1.b Project Information
  - 1.1.c Instructions to Bidders
  - 1.1.d General Conditions
  - 1.1.e Special Conditions
  - 1.1.f Insurance/Bonding Requirements and Certificates
  - 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
  - 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
  - 1.1.i Exhibits
  - 1.1.j County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document 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 one (1) year period beginning on \_\_\_\_\_, 2018 and continuing through \_\_\_\_\_, 2018.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications.
- 2.3 In no event, shall the term plus renewals exceed four (4) years.

**2.0 TERMINATION**

- 3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay deliverables tendered prior to termination.  
There shall be no termination expenses.

**COUNTY OF DU PAGE, ILLINOIS**

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3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

**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 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: \_\_\_\_\_  
JAMES MCGUIRE  
PROCUREMENT OFFICER

By: ~~SAMPLE - DO NOT SIGN~~ \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## MATERIAL SAFETY DATA SHEET (MSDS)

Pursuant to the Hazard Communication Standard 29 CFR 19100.1200 (US) and the Workplace Hazardous Materials Information System and Controlled Products Regulations (Canada).

### 1. Chemical Product and Company Identification

<b>Chemical Name:</b> Sodium chloride. <b>Chemical Formula:</b> NaCl. <b>CAS Number:</b> 7647-14-5. <b>Product Name(s):</b> Rock salt for de-icing. <b>Manufacturer:</b> Detroit Salt Company, LLC 12841 Sanders St. Detroit, MI 48217 Tel. 313-841-5144	<b>Emergency Telephone Numbers:</b> <b>Detroit Salt Company:</b> 313-841-5144. <b>CHEMTREC:</b> 800-424-9300. <b>CANUTEC:</b> 800-996-6666.
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### 2. Composition and Information on Ingredients

<u>Ingredient:</u>	<u>Concentration, %:</u>
Sodium chloride	≥ 99

### 3. Hazard Identification

This product is not a hazardous chemical as defined by the Hazard Communication Standard of 29 CFR 1910.1200.

**SARA Hazard Categories:**

<b>Immediate Hazard:</b>	No.
<b>Delayed Hazard</b>	No.
<b>Fire Hazard:</b>	No.
<b>Pressure Hazard:</b>	No.
<b>Reactivity Hazard:</b>	No.
<b>302 Extremely Hazardous Substance:</b>	No.
<b>311 Hazardous Chemical:</b>	No.

**NFPA Hazard Ratings:**

<b>Health:</b>	1 (slight).
<b>Flammability:</b>	0 (minimal).
<b>Reactivity:</b>	0 (minimal).
<b>Specific Hazard:</b>	N/a.

**Eye Contact:** May cause mild eye irritation.

**Skin Contact:** May cause mild skin irritation. Prolonged exposure to damaged skin may cause absorption with effects similar to those of ingestion.

**Inhalation:** Mild irritation of the nose respiratory tract. Symptoms may include coughing, dryness and sore throat.

**Ingestion:** Ingestion of small quantities is not harmful. Ingestion of large quantities may cause nausea, vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, and prostration.

#### 4. First Aid Measures

**Eye contact:** Flush with water, lifting eyelids occasionally. Get medical advice if irritation persists.

**Skin contact:** Remove clothing from affected area, wash with water. Get medical advice if irritation persists.

**Inhalation:** Move to fresh air or ventilate with fresh air. Get medical advice if irritation persists.

**Ingestion of large quantities:** Drink large quantities of water or milk. Get emergency medical assistance.

#### 5. Fire Fighting Measures

Material is non-combustible and non-flammable. No special extinguishing media or fire-fighting procedures are required. Product presents no fire or explosion hazards.

#### 6. Accidental Release Measures

Promptly contain or remove spills to prevent contact with water. Follow approved, site-specific storm water pollution prevention plan (SWPPP) pursuant to state permit under National Pollution Discharge Elimination System (NPDES) where applicable.



## 7. Handling and Storage

Contain product to prevent spillage. Prevent creation of product dust. Ventilate to remove product dust. Prevent product contact with water or strong acids.

## 8. Exposure Controls/Personal Protection

**Work/Hygienic Practices:** Prevent product exposure with eyes and skin. Prevent creation of product dust. Ventilate to remove product dust.

**Eye Protection:** Employer approved eyeglasses or goggles.

**Skin Protection:** Protective gloves and clothing as necessary.

**Respiratory Protection (Specify Type):** NIOSH/MSHA approved respirator for particulates as necessary.

## 9. Physical and Chemical Properties

**Appearance:** Translucent, grey, or milky white crystalline solid.

**Odor:** None, or slight halogen odor.

**Specific Gravity:** 2.165.

**Molecular Weight:** 58.43

**Solubility in Water:** 26 g per 100 g at 20 °C.

## 10. Stability and Reactivity

**Stability:** Stable and inert under normal conditions. Readily soluble in water. No known hazardous polymerization. No hazardous decomposition or byproducts.

**Incompatibility (Materials to Avoid):** Contact with strong acids may effuse hydrogen chloride, sodium oxide and chlorine gas.

**Conditions to Avoid:** Contact with water. Contact with strong acids.

## 11. Toxicological Information

**OSHA PEL:** Not listed.

**LC50 (rat):** >21000 mg/m<sup>3</sup>.

**LD50 (rat):** 3000 mg/kg.

**Toxicologically Synergistic Products:** None known.

**Sensitization, chronic effects, carcinogenicity, mutagenicity, reproductive effects, teratogenicity:** Not classified or listed by ACGIH, IARC, NTP, and OSHA.

## 12. Ecological Information

<p><b>Clean Water Act:</b> State NPDES program may require permit for handling and storage.</p> <p><b>RCRA:</b> Not listed.</p> <p><b>CERCLA Reportable Quantity:</b> Not listed.</p> <p><b>Clean Air Act:</b> N/a.</p>	<p><b>Inventories:</b></p> <p><b>TSCA (US):</b> Listed as non-hazardous.</p> <p><b>DSL (Canada):</b> Listed.</p> <p><b>NDSL (Canada):</b> Not listed.</p>
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## 13. Disposal Considerations

<p>Properly store and use product for de-icing rather than dispose, if possible. Dispose with approval into licensed sanitary landfill. Dissolved product may be diluted to acceptable concentration and disposed with approval into sanitary sewer.</p>
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## 14. Transport Information

<p><b>Department of Transportation (US):</b> Not regulated as dangerous goods.</p>	<p><b>Transportation of Dangerous Goods (TDG Canada):</b> Not regulated as dangerous goods.</p>
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## 15. Other Regulatory Information

<p><b>US:</b> This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.</p> <p><b>Canada:</b> This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR). This MSDS contains all of the information required by the CPR.</p> <p><b>WHMIS Status:</b> Not controlled.</p>
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## 16. Other Information

<p><b>Disclaimer:</b> Detroit Salt Company believes the information in this MSDS to be accurate and complete. However, we make no warranty, express or implied, with respect to such information, and we assume no liability resulting from its use. Users should make their own investigations to determine the suitability of the information for their particular purpose.</p> <p><b>Last Review/Revision of this MSDS:</b> October 24, 2014.</p>
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