

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 23, 2022 AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 822 0694 5543

Written Public Comments Can Be Submitted By 6:15 P.M. on May 23, 2022, to shalloran@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Regular Board Meeting - May 9, 2022 \(APPROVE\)](#)
 - c. [Warrants \\$506,752.93](#)
 - d. [RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE REVIEW OF CLOSED SESSION MINUTES \(ADOPT\)](#)

NEW BUSINESS

6. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2022/2023 WINTER SEASON (ADOPT)
7. MOTION TO APPOINT BENJAMIN KADOLPH TO BE A DEPUTY CHIEF FOR THE VILLAGE OF WILLOWBROOK (PASS)

PRIOR BUSINESS

8. TRUSTEE REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINISTRATOR'S REPORT
12. MAYOR'S REPORT
13. ADJOURNMENT

MINUTES OF THE MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 9, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Frank A. Trilla.

2. ROLL CALL

Those physically present at roll call were, Village Clerk Debbie Hahn, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Gregory Ruffolo, Village Attorney Michael Durkin, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Deputy Clerk Christine Mardegan, and Municipal Services Foreman AJ Passero.

Present via conference call Mayor Frank A. Trilla, Chief Robert Schaller and Deputy Chief Lauren Kaspar.

Absent: None.

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Clerk Hahn to lead everyone in saying the Pledge of Allegiance.

MOTION - Motion to Allow Mayor Trilla to Attend the Meeting Remotely.

Trustee Neal asked the Board to Allow Mayor Trilla to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to allow Mayor Trilla to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

A QUORUM WAS DECLARED

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 25, 2022 (APPROVE)
- c. Minutes - Special Board Meeting - Committee of the Whole April 25, 2022 (APPROVE)
- d. Warrants - \$284,692.93

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 22-R-24 - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS (ADOPT)

Chief Schaller advised that during previous Public Safety Meetings and Budget hearings, the Board discussed the implementation of additional Automatic License Plate Readers (ALPR) within the Village of Willowbrook. These ALPRs would target hotspot locations that would benefit by additional law enforcement resources. ALPRs use leveraged NCIC ([FBI] National Crime Information Center) databases to quickly alert law enforcement.

On April 12, 2021, the Board approved the adoption of two FLOCK safety cameras. Some of the advantages of having the cameras are locating missing people, enforcing stolen vehicles and many other advantages. Numerous municipalities in the surrounding area utilize

FLOCK Safety which increases the network to connect and collaborate with adjacent agencies and nearby privately-owned cameras in neighborhoods to extend our reach and multiply the search capacity. Research conducted identified FLOCK Safety as an ALPR provider that provides cutting edge technology not only for law enforcement applications but also for homeowner associations. Staff is asking to add eight (8) additional cameras in locations already established throughout the village, one of which will require the approval of DuDOT (DuPage County Division of Transportation).

Mayor Trilla asked if the ALPR cameras can be used in a proactive way to aid surrounding suburbs? For example, if a stolen car is located travelling through Willowbrook but continues to Oak Brook - can we alert Oak Brook in real time?

Chief Schaller replied yes, this has in fact already been utilized. Willowbrook PD receives almost instantaneous notification to cell phones in the squad cars.

Trustee Mistele asked how is a stolen vehicle entered into the system? Chief Schaller stated that it is entered through NCIC Leads.

Trustee Mistele asked if there is an interface with DU-COMM (DuPage Public Safety Communications)? Chief Schaller replied no, there is not. DuPage County sheriffs have 35 cameras which will be installed, some in this area. The information will be shared with the Village, and we will share our information with DuPage.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 22-R-24 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund wished the Mayor an early happy birthday.
Trustee Davi had no report.

Trustee Astrella had no report.

8. ATTORNEY'S REPORT

Attorney Durkin had no report.

9. CLERK'S REPORT

Clerk Hahn had no report.

10. ADMINISTRATOR'S REPORT

Administrator Pabst introduced and welcomed the new Assistant to the Administrator, Alex Arteaga, to the Board. Administrator Pabst asked Assistant Administrator Halloran to give the Board an update on the gateway signage project.

Assistant Administrator Halloran thanked Foreman Passero and his team for all their hard work related to getting the signs installed. Most of the signs will be installed within two weeks except for the one by TGM (Willowbrook Apartments) due to the underground gas pipeline and utilities. That one should be installed in late June or early July.

Trustee Davi asked if there was an update on the issue of the bonds?

Administrator Pabst provided an update. Staff is working on the administrative part of the process comprising a preliminary operating statement agreed to by all parties, including the consultants and bond attorney. We are working on finalizing about a seventy-page document that needs to be checked and rechecked, going through multiple edits. The timeline we are aiming for is June 6 or 7 to go out to the market. As rates have risen, we are anticipating adding in about a quarter to a half of a point for the result of the bond payment. Once we get closer to the issuance date, we will have more information on the actual interest rates.

Trustee Davi asked what will you do with that information once you get it? Administrator Pabst stated that Mayor will be there when the rate is received, and he can share it with the Board.

Trustee Davi asked what can the Board do at that point? Administrator Pabst responded the Board has already given its approval to allow the Mayor to agree or not to the deal. Once the

Mayor approves or disapproves the deal, he will advise the Board of the decision that's been made.

Trustee Davi asked if there was still time for the Mayor to change direction? Administrator Pabst answered yes.

Trustee Davi added that he is concerned because the bond market indicators are "flashing red" (indicating falling bond yields and reduced interest in bond purchases).

Administrator Pabst explained that it won't be until the day of the bond sale that the specific rates will be known. Because of this, the Mayor has the authority to abort the bond issuance.

11. MAYOR'S REPORT

Mayor Trilla welcomed and congratulated Alex Arteaga to the team. He expressed excitement in having Mr. Arteaga on board after a long, competitive interview process with a large number of candidates.

The Mayor advised that a report is expected tomorrow (Tuesday, May 10) in the late afternoon from the bond rating agencies and that he would reach out to the Board once he had the information.

He also advised there has been a 4.2% water rate increase from DuPage County. This increase will need to be considered as the water rate analysis continues.

Administrator Pabst added that, as part of the due diligence for the bond issue, a presentation was made to S&P (Standard & Poor's) and the Board will be advised immediately once the results of the rating are learned.

Trustee Davi questioned why the water rate for the City of Chicago is being raised 5% but DuPage County is only 4.2%?

Administrator Pabst stated that the Village was recently advised of a \$.21 per 1000-gallon increase. These increases had been investigated previously, with little result and no authority over the City of Chicago's decisions.

Continued discussion was had on the water rate increase and the reasoning behind the difference in the increases in the City of Chicago and DuPage County. Mayor Trilla assured the Board that if he receives more information, he will share it with the Board.

Trustee Mistele commented that we are still waiting for the water rate study from Christopher Burke. Assistant Administrator

Halloran indicated that a presentation from Christopher Burke to share with the Board is expected by end of June. He indicated that staff was not satisfied with the initial report received as some questions weren't fully answered. Staff is determined to make sure the Board has all the information going forward to be able to adjust the water rates. Christopher Burke has also been asked to provide different scenarios with increasing or "smoothing" water rates.

12. CLOSED SESSION

Mayor Trilla stated there is no need for Closed Session during tonight's meeting.

13. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund adjourn the Regular Meeting at the hour of 6:48 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

May 23, 2022

GENERAL CORPORATE FUND	-----	\$266,842.96
WATER FUND	-----	\$170,890.97
CAPITAL PROJECT FUND	-----	15,144.00
DEBT SERVICE FUND	-----	\$53,875.00
TOTAL WARRANTS	-----	\$506,752.93

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/23/2022		APCH	254(E)	FIRST NATIONAL BANK OMAHA	OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	12.58
					CHILDRENS SPECIAL EVENTS - OTHER	585-150	20	750.29
					SENIORS PROGRAM-WINTER/SPRING	585-517	20	37.00
					SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	32.26
					CHECK APCHK 254(E) TOTAL FOR FUND 01:			832.13
05/23/2022		APCH	98608	AARON PORTER	UNIFORMS	630-345	30	869.01
05/23/2022		APCH	98609	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	999.79
					OPERATING EQUIPMENT	630-401	30	240.00
					CHECK APCHK 98609 TOTAL FOR FUND 01:			1,239.79
05/23/2022		APCH	98610	AXON ENTERPRISE, INC	BODY CAMERAS	630-402	30	33,072.00
05/23/2022		APCH	98611	BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE - GARAGE	725-413	35	2,908.00
05/23/2022		APCH	98612	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	466-228	10	305.00
					MAINTENANCE - BUILDING	466-228	10	305.00
					CHECK APCHK 98612 TOTAL FOR FUND 01:			610.00
05/23/2022		APCH	98613	CHICAGO SUN-TIMES, INC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	3,244.00
05/23/2022		APCH	98614	CHOICE OFFICE EQUP & SUPPLIES IN	COPY SERVICE	455-315	10	477.69
05/23/2022		APCH	98615	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	29.16
05/23/2022		APCH	98616*#	CHRISTOPHER B. BURKE	PLAN REVIEW - CIVIL ENGINEER	820-254	40	1,898.00
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	358.00
					PLAN REVIEW - CIVIL ENGINEER	820-254	40	358.00
					ENGINEERING SERVICES	820-262	40	216.32
					ENGINEERING SERVICES	820-262	40	179.00
					CHECK APCHK 98616 TOTAL FOR FUND 01:			3,009.32
05/23/2022		APCH	98617	CINTAS CORPORATION NO 2	MAINTENANCE - GARAGE	725-413	35	104.74
05/23/2022		APCH	98618	COLLEGE OF DUPAGE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	325.00
05/23/2022		APCH	98619	DANIEL POLFLIET	UNIFORMS	630-345	30	232.31
05/23/2022		APCH	98620#	DUPAGE MAYORS AND MGRS. CONF.	FEES/DUES/SUBSCRIPTIONS	410-307	05	55.00
					SCHOOLS/CONFERENCES/TRAVEL	455-304	10	700.00
					CHECK APCHK 98620 TOTAL FOR FUND 01:			755.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/23/2022	APCH	98621	EVERBRIDGE INC	EDP LICENSES	640-263	30	4,820.00
05/23/2022	APCH	98622	EVT TECH	NEW VEHICLES	680-625	30	15,692.87
05/23/2022	APCH	98623*#	FALCO'S LANDSCAPING INC	STREET & ROW MAINTENANCE	750-328	35	2,900.00
				STREET & ROW MAINTENANCE	750-328	35	2,400.00
				CHECK APCHK 98623 TOTAL FOR FUND 01:			5,300.00
05/23/2022	APCH	98624	GALLS, LLC	OPERATING EQUIPMENT	630-401	30	42.27
05/23/2022	APCH	98625	GAME TIME, INC.	ADA PARK IMPROVEMENTS	590-521	20	50,222.92
				PARK IMPROVEMENTS - NEIGHBORHOOD PARK	595-695	20	13,197.13
				CHECK APCHK 98625 TOTAL FOR FUND 01:			63,420.05
05/23/2022	APCH	98627	ILLINOIS PHLEBOTOMY SERVICES, LL	FEES/DUES/SUBSCRIPTIONS	630-307	30	250.00
05/23/2022	APCH	98628	IRMA	INSURANCE - IRMA	480-272	10	11,029.00
05/23/2022	APCH	98629	JAMES MARTINO	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	314.77
05/23/2022	APCH	98630	JOSE CHAVEZ-JIMENEZ	UNIFORMS	630-345	30	900.00
05/23/2022	APCH	98631	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
05/23/2022	APCH	98632	LAUREN KASPAR	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	79.39
05/23/2022	APCH	98633	METROPOLITAN EMER RESP & INV TEA	FEES/DUES/SUBSCRIPTIONS	630-307	30	6,500.00
05/23/2022	APCH	98634	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	32.00
05/23/2022	APCH	98635#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	386.37
				NICOR GAS (7760 QUINCY)	630-235	30	613.50
				CHECK APCHK 98635 TOTAL FOR FUND 01:			999.87
05/23/2022	APCH	98636	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	9,600.00
				TREE MAINTENANCE	750-338	35	9,600.00
				TREE MAINTENANCE	750-338	35	6,750.00
				TREE MAINTENANCE	750-338	35	8,550.00
				TREE MAINTENANCE	750-338	35	6,000.00
				TREE MAINTENANCE	750-338	35	4,350.00
				TREE MAINTENANCE	750-338	35	6,750.00
				TREE MAINTENANCE	750-338	35	7,500.00
				TREE MAINTENANCE	750-338	35	6,600.00
				TREE MAINTENANCE	750-338	35	6,075.00
				TREE MAINTENANCE	750-338	35	8,100.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND					CHECK APCHK 98636 TOTAL FOR FUND 01:			79,875.00
05/23/2022	APCH	98637	NORTH EAST MULTI REGIONAL TRNG.		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	225.00
05/23/2022	APCH	98638	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	5,923.00
05/23/2022	APCH	98639	RAGS ELECTRIC, INC		CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	6,959.96
05/23/2022	APCH	98640	RIEKE OFFICE INTERIORS		MAINTENANCE - BUILDING	466-228	10	1,010.00
05/23/2022	APCH	98641	ROBERT HALF		CONSULTING FEES - CLERICAL	471-253	10	809.05
05/23/2022	APCH	98642	SAFEBOUILT, LLC		BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,922.50
05/23/2022	APCH	98643	SALAHEDIN ABUSIN		PARK PERMIT FEES	310-814	00	100.00
05/23/2022	APCH	98644	SECRETARY OF STATE		MAINTENANCE - VEHICLES	630-409	30	151.00
05/23/2022	APCH	98645*#	TAMELING GRADING		STREET & ROW MAINTENANCE	750-328	35	3,375.00
05/23/2022	APCH	98646	THOMAS J BRESCIA		FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
					FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
					CHECK APCHK 98646 TOTAL FOR FUND 01:			3,700.00
05/23/2022	APCH	98648	WEST SIDE TRACTOR SALES		MAINTENANCE - VEHICLES	735-409	35	1,861.29
05/23/2022	APCH	98649	WESTERN FIRST AID & SAFETY		FEES/DUES/SUBSCRIPTIONS	630-307	30	649.19
05/23/2022	APCH	98650	WORD SYSTEMS LLC		EDP LICENSES	640-263	30	1,893.60
					Total for fund 01 GENERAL FUND			266,842.96

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
05/23/2022		APCH	253(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	104,374.97
05/23/2022		APCH	98616*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	405-245	50	208.00
05/23/2022		APCH	98623*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,020.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,100.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,200.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,900.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,600.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	18,500.00
					CHECK APCHK 98623 TOTAL FOR FUND 02:			47,320.00
05/23/2022		APCH	98626	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,900.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,980.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,980.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,980.00
					CHECK APCHK 98626 TOTAL FOR FUND 02:			14,840.00
05/23/2022		APCH	98645*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,148.00
					Total for fund 02 WATER FUND			170,890.97

05/19/2022 04:11 PM
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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 05/11/2022 - 05/25/2022

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
05/23/2022		APCH	98647	TRAFFIC LOGIX CORP	LED SEED LIMIT SIGNS	600-320	55	15,144.00
					Total for fund 10 CAPITAL PROJECT FUND			15,144.00

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 05/11/2022 - 05/25/2022

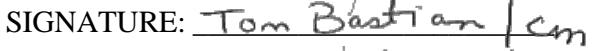
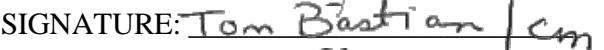
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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 11 DEBT SERVICE FUND								
05/23/2022		APCH	255(E)	UMB BANK N.A.	BOND INTEREST	550-402	70	53,875.00
					Total for fund 11 DEBT SERVICE FUND			53,875.00
					TOTAL - ALL FUNDS			506,752.93

'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY	
ITEM TITLE: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE REVIEW OF CLOSED SESSION MINUTES	AGENDA NO. 5.d. AGENDA DATE: 05/23/22
STAFF REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE: 
STAFF RECOMMENDATION <p>The issue is whether or not the Village Board should approve a Resolution to authorize the Village Clerk to keep certain closed session minutes confidential.</p> <p>The Open Meetings Act requires municipalities to conduct a semi-annual review of all closed-session minutes. Municipalities are required to make a public statement as to whether there is still a need to maintain such matters in confidence or whether minutes, or portions of minutes, from closed meetings no longer require confidential treatment. Such minutes no longer requiring confidential treatment are then made available for public inspection.</p> <p>The Village Attorney recommends that the closed session minutes remain closed and confidential.</p>	
ACTION PROPOSED: Adopt Resolution.	

RESOLUTION NO. 22-R- ____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE
REVIEW OF CLOSED SESSION MINUTES**

BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that as a result of the semi-annual review of the minutes of closed session meetings, a determination has been made that a need for confidentiality still exists as to all of the minutes reviewed, and the closed session minutes reviewed shall, therefore, remain confidential.

PASSED and APPROVED this 23rd day of May, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

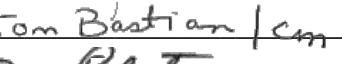
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION AUTHORIZING THE PURCHASE OF UNTREATED ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2022/2023 WINTER SEASON	AGENDA NO. 6 AGENDA DATE: 05/23/22			
STAFF REVIEW: Andrew Passero, Public Works Foreman LEGAL REVIEW: Tom Bastian, Village Attorney RECOMMENDED BY: Brian Pabst, Village Administrator	SIGNATURE:  SIGNATURE:  SIGNATURE: 			
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)				
<p>The County of DuPage solicited bids through their Central Management Services (CMS) for untreated rock salt. Morton Salt INC was the lowest bid this year with a cost of \$75.88 per ton, down from \$81.13 per ton last year. Group 2 municipalities have the option to make an independent determination on whether to enter into an agreement with the awarded vendor. Vendors will hold their bids for 90 days. The "Standard Buy" would be at the standard minimum purchase of 80% with the option to take up to 130% at the same price for deliveries after 12/1/2022.</p>				
<p>Below is a price list of three (3) vendors from whom we have received prices on this request.</p> <table><tr><td>Morton Salt INC. \$75.88 / Ton</td><td>Compass Minerals \$84.21 / Ton</td><td>Cargill Inc. \$81.99 / Ton</td></tr></table>		Morton Salt INC. \$75.88 / Ton	Compass Minerals \$84.21 / Ton	Cargill Inc. \$81.99 / Ton
Morton Salt INC. \$75.88 / Ton	Compass Minerals \$84.21 / Ton	Cargill Inc. \$81.99 / Ton		
STAFF RECOMMENDATION <p>The Village currently has approximately 580 tons of untreated rock salt in our salt dome as of May 1, 2022. The salt program for the Village is targeted at 900 tons of untreated salt to be ordered for the year. The Village is required to take 80% of the order with the option to take 130% of the quantity ordered.</p> <p>The cost of the untreated rock salt is \$75.88 per ton, which would be \$54,633.60 for 720 tons (80% of the order). At 100% of the order (900 tons), the amount would be \$68,292.00. The amount budgeted for rock salt for 2022/23 is \$85,000.</p>				
ACTION PROPOSED: Adopt Resolution.				

RESOLUTION NO. 22-R-

**A RESOLUTION AUTHORIZING THE PURCHASE
OF UNTREATED ROCK SALT FOR USE WITHIN
THE VILLAGE OF WILLOWBROOK FOR THE 2022/2023 WINTER SEASON**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”), it is advisable, necessary, and in the public interest that the Village purchase Untreated Rock Salt (“Rock Salt”) for roadway use during the 2022/2023 winter season; and

WHEREAS, the County of DuPage Office of Central Management Services solicited bids for Untreated Rock Salt for the 2022/2023 winter season; and

WHEREAS, of the bids received and reviewed by DuPage County, the lowest bid for the provision of Untreated Rock Salt for the 2022/2023 winter season is Morton Salt, Inc. at a price of Seventy-Five and 88/100ths Dollars (\$75.88) per ton; and

WHEREAS, the Village desires to purchase Untreated Rock Salt through the DuPage County Program; and

WHEREAS, a majority of the corporate authorities find it in the Village’s best interest to purchase Nine Hundred (900) tons of Untreated Rock Salt from Morton Salt, Inc. at a cost of Seventy-Five and 88/100ths Dollars (\$75.88) per ton, in the amount not to exceed Sixty-Eight Thousand Two Hundred Ninety-Two and 00/100ths Dollars (\$68,292.00), with the option to purchase additional Untreated Rock Salt at the same price after December 1, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois:

SECTION 1: The corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

SECTION 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase the Village's anticipated Untreated Rock Salt requirement for the 2022/2023 winter season from Morton Salt, Inc. in the amount of Nine Hundred (900) tons of Untreated Rock Salt at a cost of Seventy-Five and 88/100ths Dollars (\$75.88) per ton, in an amount not to exceed Sixty-Eight Thousand Two Hundred Ninety-Two and 00/100ths Dollars (\$68,292.00).

SECTION 3: That the Village Administrator be and is hereby authorized and directed to execute all necessary purchase orders, invoices, forms, and other documents related to the purchase of the Untreated Rock Salt.

SECTION 4: That this resolution shall take effect upon its passage, approval, and publication in accordance with law.

PASSED and APPROVED this 23rd day of May, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
BULK ROAD SALT 22-044-DOT
BID TABULATION

✓

No.	Item	Unit	Qty	MORTON SALT, INC.		CARGILL INC		COMPASS MINERALS AMERICA INC.	
				Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 75.88	\$ 1,138,200.00	\$ 81.99	\$ 1,229,850.00	\$ 84.21	\$ 1,263,150.00
2	Purchase for 131% -150% of Projected Usage	Ton	1	\$ 85.88		\$ 92.98		\$ 94.21	
GRAND TOTAL GROUP 1				\$ 1,138,200.00		\$ 1,229,850.00		\$ 1,263,150.00	
3	Group 2A - Townships/Municipalities Early Delivery	Ton	6,000	\$ 75.88	\$ 455,280.00	\$ 86.11	\$ 516,660.00	\$ 98.49	\$ 590,940.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	61,170	\$ 75.88	\$ 4,641,579.60	\$ 81.99	\$ 5,015,328.30	\$ 84.21	\$ 5,151,125.70
5	Purchase for 131% -150% of Projected Usage	Ton	1	\$ 85.88		\$ 92.98		\$ 94.21	
GRAND TOTAL GROUP 2				\$ 5,096,859.60		\$ 5,531,988.30		\$ 5,742,065.70	

NOTES

Bid Opening 4/27/2022 2:00 PM	NE, VC
Invitations Sent	5
Potential Bidders Requesting Bid Documents	1
Total Bid Responses Received	3

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606

OWNER:

(Name, legal status and address)

DuPage County Treasurer
421 N. County Farm Road,
Wheaton, IL 60187-3978

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Same as above

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

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

BOND AMOUNT: \$ 5% of total bid amount

PROJECT: BULK ROAD SALT 22-044-DOT
(Name, location or address, and Project number, if any)

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

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

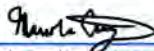
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 27th day of April 2022

Andrew M Lorenzini

Andrew M Lorenzini (Apr 26, 2022 13:39 CDT)

(Witness) Andrew Lorenzini, Senior Bid Analyst



Mariola Cruz (Apr 26, 2022 13:03 CDT)

(Witness) Mariola Cruz Bid Prep Specialist

Morton Salt, Inc.

(Principal)

(Seal)



Anthony Patton

By: Anthony Patton (Apr 26, 2022 13:26 CDT)

(Title) Anthony T. Patton

Director, Bulk Deicing US Government Sales

Liberty Mutual Insurance Company

(Surety)

(Seal)

Leanne Miller

By: Leanne Miller (Apr 26, 2022 13:29 CDT)

(Title) Leanne Miller

, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205459-976454

POWER OF ATTORNEY

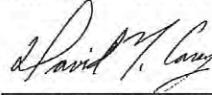
KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Lorenzini; Anthony T. Patton; Ayanna Jefferson-Williams; Daniel P. Thompson; Jacob McConnell; Joseph Medcalf; Leanne Miller; Mariola A. Cruz; Meredith Kerr; Na-Tia Douglas; Robert H. George; Stacey Gwitt; Steve Downie

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

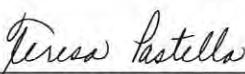
State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 2022.



By: 
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY
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 April 27th, 2022, at 2:00 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROAD SALT 22-044-DOT. Bid document, including specifications, may be obtained from the Finance Department by email Nickon.etminan@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the Covid-19 crisis, here are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions and electronic signatures.
- 3) Bids do not have to be notarized before submission.

Date	Bid Event Activity
April 13, 2022	Legal Notice Advertisement Placed
April 20, 2022 4:00 p.m. CT	Questions due to Buyer via email: Nickon.etminan@dupageco.org
April 22, 2022 4:00 p.m. CT	Final Q&A Addendum Published
April 27, 2022 2:00 p.m. CT	Submittals Due to Finance Office

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SECTION 1 – PROJECT INFORMATION

✓	SUBMITTAL CHECKLIST
	<ol style="list-style-type: none">1. Original signed bid with one (1) PDF on Flash Drive2. Bid Form Pricing3. Bid Form Signature Page4. Mandatory Form5. W-96. Required Vendor Ethics Disclosure Statement7. Joint Purchasing Agreement8. References9. Bid Security

AWARDED CONTRACTOR REQUIREMENTS	
Payment & Performance Bonds	Due no later than 15 days after Notice of Award to buyer via email.
Certificate of Insurance	Due within 15 days of Notice of Award
Illinois Secretary of State Corporate/LLC	Due within 15 days of Notice of Award
Certificate of good standing for current year	http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

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

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6210 for these documents.

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

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

2) 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.

3) 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 Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) BID INFORMATION AND QUESTIONS: Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) BID SUBMISSION: To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

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

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

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

Bidders 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.

9) **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 any item id, 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.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation

in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

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

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include 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.

Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html.

19) PREVAILING WAGE: Prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor may apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at <https://www.dupageco.org/Finance/Procurement/1316/> or you may use your own format containing the same information with pre-approval by the Procurement Officer (submit sample with bid).

The Contractor is aware that Prevailing Wage Rates may apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

SECTION 3 - GENERAL CONDITIONS

1) **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. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **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.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **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 more than \$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.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **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. A violation of this provision may be grounds 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 and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **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.

8) **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.

9) **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.

10) **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.

11) **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.

12) **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.

13) **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.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **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.

16) **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 because of the enumeration of any insurance coverage or bond herein provided.

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

The Contractor shall be responsible for any damages incurred 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.

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. because of indemnification or insurance.

17) **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.

18) **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.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for

the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **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.

21) **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.

22) **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.

23) **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.

24) **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.

25) **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. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **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.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **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.

29) **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.

30) **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.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) **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.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) CONTRACT TERM AND RENEWAL

This contract shall be effective for a one (1) year term period.

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

4) **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.

5) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract.
- b) The Contractor fails to adequately perform the services set forth of this contract.
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

6) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

7) DELIVERY REQUIREMENTS:

All purchases must be delivered to the receiving dock, or as otherwise specified by Buyer.

- a) All deliveries shall be made Monday through Friday between the hours of 7:00 a.m. and 2:00 p.m.

- b) Seller will notify Buyer if Seller is not able to fulfill the complete Purchase Order by the requested date in the stated quantities. Buyer will then determine whether the changes are acceptable or if the Purchase Order will be cancelled and issued to a different supplier.
- c) Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.
- d) Contractor shall supply and pick up pallets at no additional cost to the County of DuPage. Drivers will be instructed that they must pick up pallets.
- e) Orders will be placed 2 (2) working days in advance of the due date.
- f) Conveyor Requirements are required.
- g) All items will be in full cartons.

EXTENDED WARRANTY OPTIONS: Attach additional information, if available, to your bid submittal.

PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

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

PERFORMANCE AND PAYMENT BONDS: 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 15 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.

SECTION 5 – INSURANCE REQUIREMENTS

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, 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 DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$4,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance	
1) An Additional Insured Endorsement as well as endorsements for:	
2) Waiver of Subrogation and	
3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

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 Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: donna.weidman@dupageco.org.

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

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

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

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage 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 Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

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

SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

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

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

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 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 agency/township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Figuray, 630-407-6924 or 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 7:00 a.m. and 1:00 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.

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, 2022 through April 30, 2023, 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, 2022. All salt will be delivered by May 31, 2023. 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:

See Bid Pricing in Section 7 for quantities and locations.

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 Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/22. 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, 2022. 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.

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

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
Roula Eikosidekas
140 North County Farm Road
Wheaton, IL 60187

VENDOR QUALIFICATIONS:

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

SECTION 7 - BID FORM PRICING

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.

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$ 75.88	\$ 1,138,200.00
GRAND TOTAL (In words)		One million, one hundred thirty-eight thousand, two hundred dollars and zero cents		

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 85.88 PER TON

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.

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 15 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

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

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2022

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	6,000	\$ 75.88	\$ 455,280.00
GRAND TOTAL (In words)	Four hundred fifty-five thousand, two hundred eighty dollars and zero cents			

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

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	61,170	\$ 75.88	\$ 4,641,579.60
GRAND TOTAL (In words)	Four million, six hundred forty-one thousand, five hundred seventy-nine dollars and sixty cents			

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 85.88 PER TON

LOCATION	BILL TO	SHIP TO	UOM	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2022	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	700
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101- 4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,200
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	TON	0	7,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	400
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	1,000
Bloomingdale Township	6N030 Rosedale Ave. Bloomingdale, IL 60108	6N030 Rosedale Ave. Bloomingdale, IL 60108	TON	0	1,700
Bloomingdale, Village of	201 S. Bloomingdale Rd Bloomingdale, IL 60108	305 Glen Ellyn Road Bloomingdale, IL 60108	TON	0	1,300
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,000
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	600
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	0	3,000
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,500	0
DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120

Elmhurst, City of	209 N York St, Elmhurst, IL 60126	985 S Riverside Dr, Elmhurst, IL 60126	TON	0	3,000
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,700
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	1,000
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,700
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,600
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Naperville, City of	180 Fort Hill Drive, Naperville, IL 60540	180 Fort Hill Drive, Naperville, IL 60540 OR 3816 Plainfield/Naperville Rd Naperville	TON	0	6,000
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	550
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	3,500	3,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	400
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL OR 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	3,500

Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	2,000
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	900
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	500
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	500
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 OR 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	1,700
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
TOTAL TONS				6,000	61,170

SECTION 8 - BID FORM SIGNATURE PAGE

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

X

Anthony Patton

Anthony Patton (Apr 26, 2022 13:26 CDT)

(Signature and Title)

Anthony T. Patton, Director, Bulk Deicing US Government Sales



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

Subscribed and sworn to before me this 26TH day of April AD, 20 22

Meredith Kerr

(Notary Public)

My Commission Expires: 11/09/2022



SEAL

SECTION 9 - MANDATORY FORM
BULK ROAD SALT 22-044-DOT
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Morton Salt, Inc.		
Main Business Address	444 West Lake Street, Suite 3000		
City, State, Zip Code	Chicago, IL 60606		
Telephone Number	855-665-4540	Email Address	bids@mortonsalt.com
Bid Contact Person	Anthony T. Patton, Director, Bulk Deicing US Government Sales		

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)

*Please see Attached officer's list

(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. 1, _____, _____ 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.

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.

Morton Salt, Inc. Officers as of January 1, 2022

Mark Demetree - Chief Executive Officer
Mitchell Dascher - President, Highway & Chemical
James Heard - President, Consumer & Industrial
Michael Lenox - Senior Vice President & Chief Financial Officer
Bradley Bacon - Senior Vice President, Chief Administrative Officer, General Counsel & Secretary
Ken Grimm - Vice President, North American Mining Operations
Thomas Giotto - Senior Vice President & Chief Human Resources Officer
Jennifer McCormick - Vice President, Sales & Marketing
Steven Briggs - Vice President, US Sales & Marketing
Alan Pramann - Vice President, Tax
Kyle White – Treasurer and Vice President, Finance
Kari Lowry -Vice President, Corporate Controller
Winnie Kuo - Assistant Secretary
Scott Schlautman - Assistant Secretary

Morton Salt, Inc. Directors as of January 1, 2022

Adam Cohn
Mark Demetree

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).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Morton Salt Customer Service	NAME	Morton Salt, Inc.
CONTACT		CONTACT	
ADDRESS	444 West Lake Street, Suite 3000	ADDRESS	DEPT CH 19973
CITY ST ZIP	Chicago, IL 60606	CITY ST ZIP	Palatine, IL 60055-9973
TX	855-665-4540	TX	
FX	630-214-0725	FX	
EMAIL	buyroadsalt@mortonsalt.com	EMAIL	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.

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

Morton Salt, Inc.

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

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. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____**Note:** 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 **not** 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. Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

444 West Lake Street

6 City, state, and ZIP code

Chicago, IL 60606

7 List account number(s) here (optional)

Requester's name and address (optional)

County of DuPage
Finance Department
421 N County Farm Rd
Wheaton, IL 60187-3978**Part I Taxpayer Identification Number (TIN)**

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>

or

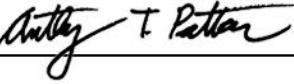
Employer identification number									
2	7	-	3	1	4	6	1	7	4

Part II Certification

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.

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

Sign Here	Signature of U.S. person ► 	Date ► 4/26/2022
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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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

VENDOR ETHICS DISCLOSURE



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: 4/26/2022

Bid/Contract/PO #:

Company Name: <u>Morton Salt, Inc.</u>	Company Contact: <u>Andrew Lorenzini</u>
Contact Phone: <u>312-807-2859</u>	Contact Email: <u>alorenzini@mortonsalt.com</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess 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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

The full text 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 Anthony T. Patton
Anthony T. Patton (Apr 26, 2022 16:24 CDT)

Printed Name Anthony T. Patton

Title Director, Bulk Deicing US Government Sales

Date 4/26/2022

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

JOINT PURCHASING AGREEMENT

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 X _____ NO _____

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

Other taxing bodies located in DuPage County are allowed to join by mutual agreement between the individual taxing body and Morton Salt, Inc.

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.

SECTION 10 - 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.

COMPANY NAME:	City of Chicago
ADDRESS:	121 N. LaSalle Street, Rm. 806,
	Chicago, IL 60602
CONTACT PERSON:	Tom Pasciak
TELEPHONE NUMBER:	312-744-5098

COMPANY NAME:	Cook County
ADDRESS:	121 N. LaSalle Street,
	Chicago, IL 60602
CONTACT PERSON:	Bill Kelly
TELEPHONE NUMBER:	312-603-3948

COMPANY NAME:	Lake County Co-Op
ADDRESS:	600 West Winchester Road
	Libertyville, IL 60048
CONTACT PERSON:	Rich McMorris
TELEPHONE NUMBER:	847-377-7457

SAMPLE

SECTION 11 - SAMPLE CONTRACT AGREEMENT

CONTRACT 21-105-PW BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2022, 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 21-105-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

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

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

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i 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" control 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 year period beginning on 04/01/2022 and continuing through 03/31/2023.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor'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 for deliverables tendered prior to termination. There shall be no termination expenses.
- 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.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 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.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

- 6.1 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.

7.0 SEVERABILITY CLAUSE

- 7.1 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.

8.0 GOVERNING LAW

- 8.1 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.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 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.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By:

SIGNATURE

Christopher Kopp

PRINTED NAME

Chief Procurement Officer

PRINTED TITLE

DATE

By:

SIGNATURE

SAMPLE CONTRACT – DO NOT SIGN

PRINTED NAME

PRINTED TITLE

DATE

SECTION 12 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 22-044-DOT

DESCRIPTION: BULK ROAD SALT

OPENING DATE: 04/27/2022

OPENING TIME: 02:00 P.M.

COMPANY NAME: Morton Salt, Inc.

DATED MATERIAL - DELIVER IMMEDIATELY

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



Safety Data Sheet

MORTON

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

- **Safe-T-Salt**

Synonyms

- Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)

CAS Number

- 7647-14-5

SDS Number/Grade

- 91006

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s)

- Ice Control

1.3 Details of the supplier of the safety data sheet

Manufacturer

- Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone (General) • 312-807-2000

1.4 Emergency telephone number

Manufacturer

- 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]

According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP	• Not classified
DSD/DPD	• Not classified

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP	• According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.
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DSD/DPD

- According to European Directive 1999/45/EC this preparation is not considered dangerous.

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture**OSHA HCS 2012**

- Not classified

2.2 Label elements**OSHA HCS 2012**

Hazard statements • No label element(s) specifically required

2.3 Other hazards**OSHA HCS 2012**

- This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture**WHMIS**

- Not classified

2.2 Label elements**WHMIS**

- No label element(s) specifically required

2.3 Other hazards**WHMIS**

- In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

Section 3 - Composition/Information on Ingredients**3.1 Substances**

- Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

3.2 Mixtures

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	96% TO 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified- Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts
Yellow Prusslate of Soda	CAS:13601-19-9 EC Number:	<0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA

Prussian Blue	CAS:14038-43-8 EC Number:	<0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Salt w/Blue
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Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation

- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.

Skin

- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.

Eye

- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.

Ingestion

- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician

- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media

- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.

Unsuitable Extinguishing Media

- No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards

- No unusual fire or explosion hazards known.

Hazardous Combustion Products

- No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions

- Wear suitable protective clothing, gloves, and eye/face protection.

Emergency Procedures

- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents. Store in a dry place.

Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines					
	Result	Canada Quebec	Germany DFG	Mexico	OSHA
Yellow Prusslate of Soda as Cyanide compounds	TWAs	Not established	Not established	5 mg/m ³ TWALMPE-PPT (as CN) as Cyanide compounds	5 mg/m ³ TWA (as CN) as Cyanide compounds
	Ceilings	10 ppm Ceiling (as CN); 11 mg/m ³ Ceiling (as CN) as Cyanide compounds	2 mg/m ³ Peak (inhalable fraction, as CN) as Cyanide compounds	Not established	Not established
	MAKs	Not established	2 mg/m ³ TWA MAK (inhalable fraction, as CN) as Cyanide compounds	Not established	Not established

Exposure Control Notations

Germany DFG

• Yellow Prusslate of Soda as Cyanide Compounds: **Pregnancy:** (no risk to embryo/fetus if exposure limits adhered to (calculated as CN)) | **Skin:** (skin notation)

8.2 Exposure controls

Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Key to abbreviations

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties**9.1 Information on Physical and Chemical Properties****Material Description**

Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.
Color	Colorless, white or multicolored.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		

General Properties

Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	5 to 8
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)
Viscosity	Not relevant	Explosive Properties	Not relevant.
Oxidizing Properties:	Not relevant.		

Volatility

Vapor Pressure	1 mmHg (torr) @ 865 C(1589 F) Not relevant	Vapor Density	Data lacking
Evaporation Rate	Data lacking		

Flammability

Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Notflammable.		

Environmental

Octanol/Water Partition coefficient	Data lacking		
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9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity**10.1 Reactivity**

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

GHS Properties	Classification
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

- No data available.

Ingestion**Acute (Immediate)**

- Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information**12.1 Toxicity**

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations**13.1 Waste treatment methods****Product waste**

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user

- None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC

- Not relevant.

Code

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications

- None

State Right To Know					
Component	CAS	MA	NJ	PA	
Sodium chloride	7647-14-5	No	No	No	
Prussian Blue	14038-43-8	No	No	No	
Yellow Prussiate of Soda	13601-19-9	No	Yes	Yes	

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EUEINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prussiate of Soda	13601-19-9	Yes	No	Yes	Yes	No

Inventory (Con't.)						
Component	CAS	Japan ENCS	Korea KECL	TSCA		
Sodium chloride	7647-14-5	Yes	Yes	Yes		
Prussian Blue	14038-43-8	No	Yes	Yes		
Yellow Prussiate of Soda	13601-19-9	Yes	Yes	Yes		

Australia

Labor

Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

Australia - High Volume Industrial Chemicals List

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5

Australia - List of Designated Hazardous Substances - Classification

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Self classification required
- Sodium chloride 7647-14-5 Not Listed

Environment

Australia - National Pollutant Inventory (NPI) Substance List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Ozone Protection Act - Scheduled Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Priority Existing Chemical Program

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Canada**Labor****Canada - WHMIS - Classifications of Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**Canada - CEPA - Priority Substances List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Europe**Other****EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico**Other****Mexico - Hazard Classifications**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico - Regulated Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States**Labor****U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		(XCN where X=H or any other group where a formal dissociation may occur. For example KCN or Ca[CN]2)
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds 1.0 % de minimis concentration (X+CN- where X = H+ or any other group where a formal dissociation can be made. For example KCN or Ca(CN)2. Chemical Category N106)
- Sodium chloride 7647-14-5 Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds 1.2 mg/L (total, wastewater); 590 mg/kg (total, nonwastewater); 0.86 mg/L (amenable, wastewater); 30 mg/kg (amenable, nonwastewater)
- Sodium chloride 7647-14-5 Not Listed

United States -California**Environment****U.S. - California - Proposition 65 - Carcinogens List**

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

- Prussian Blue 14038-43-8 Not Listed

• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States - Pennsylvania**Labor**

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List		
• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

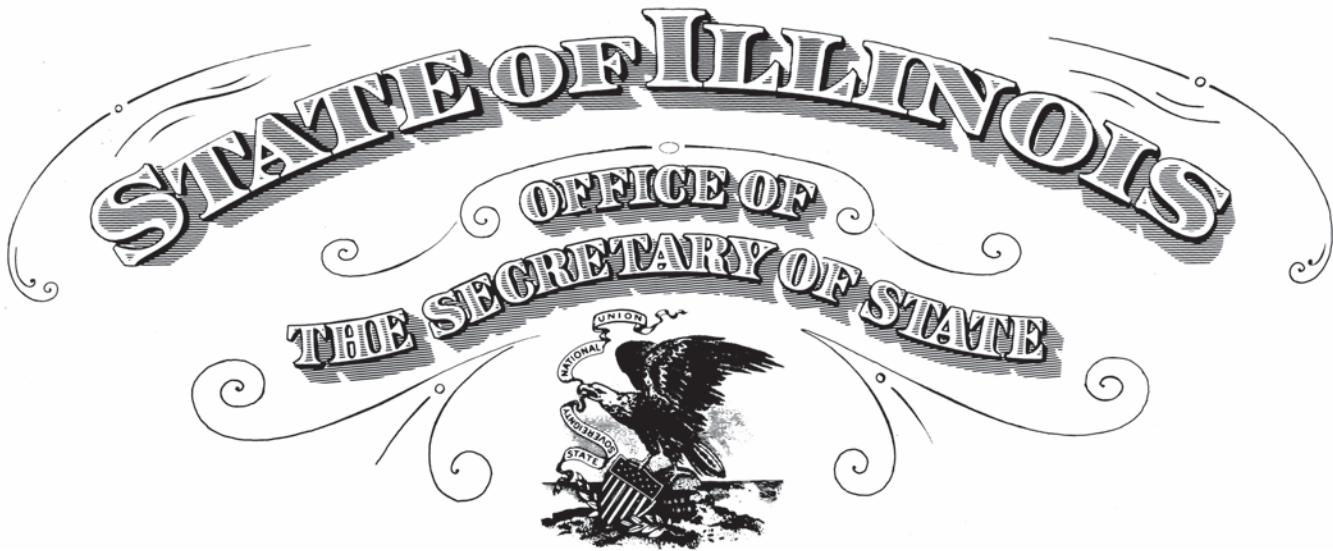
Section 16 - Other Information

Last Revision Date	• 17/Nov/.2017
Preparation Date	• 4/Jan/2010
Disclaimer/Statement of Liability	• The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees

and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available



To all to whom these Presents Shall Come, Greeting:

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

MORTON SALT, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 25, 2010, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 2ND
day of FEBRUARY A.D. 2022 .***

CERTIFICATION

The undersigned, being the Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 4/26/2022



Brad Bacon
Secretary
Morton Salt, Inc.



EXHIBIT A

DELEGATION OF AUTHORITY

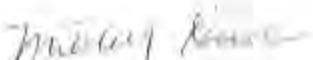
TO: Anthony Patton
Director, Bulk Deicing U.S. Government Sales

Pursuant to the authority granted to me as an officer of Morton Salt, Inc. (the "Company") per the Bylaws of the Company and by the resolutions adopted by the Board of Directors of the Company on August 13, 2021;

You are hereby designated as a person authorized to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company; being subject to any applicable limitations set forth in Company policies; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, withdrawn, amended or terminated.

Effective Date: September 1, 2021

Signed:



Mitchell Dascher
President, Highway & Chemical
Morton Salt, Inc.