

VILLAGE OF GILBERTS

RESOLUTION 01-2022

A RESOLUTION AUTHORIZING THE PURCHASE OF SOUTHERN BULK ROCK SALT FOR CALENDAR YEAR 2022 FROM MIDWEST SALT

WHEREAS, the Village of Gilberts ("Village") operates and maintains a water treatment facility; and

WHEREAS, the Village utilizes southern bulk rock salt as part of the water treatment process; and

WHEREAS, the Village annually budgets for the purchase of southern bulk rock salt for the treatment process; and

WHEREAS, Public Works participated in a joint bid effort with multiple neighboring municipalities as part of the McHenry County Joint Purchasing Cooperative for the purchase of southern bulk rock salt with the lowest responsive and responsible bidder being Midwest Salt at \$116.15 per ton;

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Midwest Salt for the purchase of southern bulk rock salt at a rate of \$116.15 per ton.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.


PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 4 day of Jan 2020.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	✓	_____	_____	_____
Trustee Daniel Corbet	✓	_____	_____	_____
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Brandon Coats	_____	_____	✓	_____
Trustee Justin Redfield	✓	_____	_____	_____

Trustee Louis Hacker  
President Guy Zambetti

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

APPROVED THIS 4 DAY OF Jan, 2022

  
\_\_\_\_\_  
Village President, Guy Zambetti



  
\_\_\_\_\_  
Courtney Baker, Village Clerk

2022

Village of Cary

Village of Algonquin

Village of Huntley

Village of Gilberts

City of Woodstock

# MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE



## **2022 WATER SOFTENER SALT**

REQUEST FOR JOINT CONTRACT PROPOSAL

SOLICITING AGENCY: CITY OF WOODSTOCK

**LEGAL NOTICE/ PUBLIC NOTICE  
CITY OF WOODSTOCK  
JOINT BID NOTICE**

The Village of Cary, Village of Algonquin, Village of Huntley, Village of Gilberts, and the City of Woodstock are jointly soliciting sealed bids for:

**The purchase and delivery of “U.S. produced” southern bulk rock salt for water softening purposes to be used in Zeolite-operated water treatment plants as needed**

Sealed bids for this contract must be received before 10:00 A.M., Tuesday, November 30, 2021 at the Woodstock Department of Public Works, 326 Washington Street, Woodstock, IL 60098 at which time all bids will be publicly opened and read aloud. All bids shall be addressed to the City of Woodstock, Department of Public Works, 326 Washington St, Woodstock, IL 60098. Each proposal must be sealed and clearly identified on the outside of the envelope as a "**BID FOR WATER SOFTENER SALT**". All bids received prior to the specified date and time, which meet or exceed the minimum specifications, will be considered by the City. The City will review each properly submitted bid and will select a successful bidder based upon price, availability, quality and other features of the bid proposals. Bids submitted after 10:00 A.M., local time, November 30, 2021 will not be considered and will be returned to the bidder. Only bids and proposals submitted on forms prepared by the City of Woodstock will be considered.

Copies of the bidding documents, including contract provisions and specifications, may be obtained at the City of Woodstock, Department of Public Works. It is the responsibility of the bidder to meet all requirements of the bid documents.

The municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

Dated: November 12, 2021  
Christina Betz  
Director of Public Works  
City of Woodstock

**McHenry County Municipal Partnering Initiative**

**2022 Water Softening Salt Joint Bid**

**OWNER CONTACT INFORMATION**

**City of Woodstock (Soliciting Agency)**

326 Washington Street  
Woodstock, IL 60098  
Telephone: 815 338-6118  
Attn: Christina Betz  
Director of Public Works

**Village of Cary**

454 Cary Woods Circle  
Cary, IL 60013  
Telephone: 847 639-0003  
Attn: Erik Morimoto  
Director of Public Works/ Village Engineer

**Village of Algonquin**

110 Meyer Drive  
Algonquin, IL 60102  
Telephone: 847 658-2754  
Attn: Bob Mitchard  
Director of Public Works

**Village of Huntley**

10987 Main Street  
Huntley, IL 60142  
Telephone: 847-515-5285  
Attn: Tim Farrell  
Director of Public Works and Engineering

**Village of Gilberts**

73 Industrial Drive  
Gilberts, IL 60136  
Telephone: 847-428-4167  
Attn: Aaron Grosskopf  
Director of Public Works

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2022 WATER SOFTENER SALT JOINT BID**

**INVITATION FOR BIDDER'S PROPOSALS**

As part of the McHenry County Municipal Partnering Initiative (MC MPI), the City of Woodstock is organizing a joint bid on behalf of various municipalities for calendar year 2022 for the purchase and delivery of bulk water softener salt. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

**1. Invitation to Bid**

Owner invites sealed Bidders Proposals for the Work described in detail in the Contract and generally described as follows:

Annual contract for the purchase and delivery of U.S. produced southern bulk rock salt for water softening purposes to be used in Zeolite-operated water treatment plants throughout calendar year 2022. All salt deliveries will be initiated by representatives of each municipality on an as needed basis. Deliveries shall be made with a controlled flow slotted tailgate dumping into a below ground brine tank, through the use of a pneumatic tanker for delivery to an above ground brine tank, or using a truck and pup trailer for any specified limited-access areas.

The work shall be performed at work sites in the:

- Village of Cary, Illinois
- Village of Algonquin, Illinois
- Village of Huntley, Illinois
- Village of Gilberts
- City of Woodstock, Illinois

**2. Defined Terms**

All terms capitalized in the Invitation for Bidders Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

**3. The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidders Proposals as though fully set forth herein:

- (1) Invitation for Bidders Proposals;
- (2) General Specifications;

- (3) Detailed Specifications;
- (4) Bidder's Proposal/Schedule of Prices;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested.

#### **4. Inspection and Examination**

The bid package may be examined at the City of Woodstock, Department of Public Works (326 Washington Street, Woodstock, IL 60098). A copy of the Bid Package may also be received upon request by calling the City of Woodstock Department of Public Works at 815.338.6118 or emailing [pwdept@woodstockil.gov](mailto:pwdept@woodstockil.gov).

Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all conditions affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

#### **5. Bid Opening**

Owner will receive sealed Bidder's Proposals for the work until 10:00 A.M., local time, Tuesday, November 30, 2021 at Woodstock Public Works, 326 Washington Street, Woodstock, IL 60098, at which time, or as soon thereafter as possible, all Bidder's proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

**McHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2022 WATER SOFTENER SALT JOINT BID**

**GENERAL SPECIFICATIONS**

**1. Interpretation of Documents Included in Bid Package**

A. Defined Terms. All terms capitalized in these General Specifications and in other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract of 1999.



D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner (“Addendum”). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof. All Addenda issued prior to the opening of Bidder’s Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time-to-time as to the availability of the Addenda. If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder’s Proposals as possible. Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

E. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder’s Proposal, each bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder’s Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

## **2. Calculation of Unit Price Proposals**

On all items for which Bidder’s Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owners estimate only for Owners convenience in comparing Bidder’s Proposals and shall not be relied upon by prospective Bidder’s. Each prospective Bidder shall, before submitting its Bidder’s Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

## **3. Contract Term**

The term of this Agreement shall be for one (1) year beginning January 1, 2022 and ending December 31, 2022. The Municipalities, as a whole, shall have the option of extending this agreement for one (1) additional year beginning on January 1, 2023 and expiring on December 31, 2023, subject to acceptable performance by the Contractor.

At the end of the initial or renewal term, the Municipalities also reserve the right to extend this Agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place. The Municipalities further reserve the right to terminate the contract if it deems any product unsatisfactory and/or the bidder is not able to comply with these specifications.

For any term beyond the initial term, this Agreement is contingent on the appropriation of sufficient funds; no charges shall be addressed for failure of the Village to appropriate funds in future contract years.

**4. Prevailing Wages**

The Prevailing Wage Act does not apply to this project.

**5. Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidders Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

**6. Permits and Licenses**

Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidders Proposal.

**7. Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal

form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

## **8. Signature Requirements**

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact. When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

## 9. Insurance.

A. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

i. **Workers' Compensation Insurance** covering all liability of the contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than.

- \$1,000,000 per injury – per occurrence;
- \$1,000,000 per disease – per employee; and

- \$1,000,000 per disease – policy limit.

iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

- General Aggregate Limit \$ 2,000,000
- Each Occurrence Limit \$ 1,000,000

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

- Each Occurrence Limit \$ 1,000,000

v. **Umbrella Excess Liability** with limits not less than:

- \$2,000,000 over Primary Insurance

vi. Contractor agrees that with respect to the above required insurance:

- The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.
- The Contractor's insurance shall be primary in the event of a claim.
- **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to

commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

- A Certificate of Insurance that states that each Municipality has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, Village of Algonquin, Village of Huntley, Village of Gilberts, City of Woodstock, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney’s fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any

subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

**10. Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

**11. Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that *the Bidder has not been awarded the contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

**12. Qualification of Bidders**

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

### **13. Disqualification of Bidders**

A. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

### **14. Award of Contract**

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects



or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

#### **15. Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

#### **16. Closing of Contract**

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2)

submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Bid Package.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner is in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

## **17. Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

## **18. Freedom of Information Act**

Each Bidder, by its submission of its Bidders Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

## **19. Joint Purchasing/ Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the City of Woodstock shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement. Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the Request For Bid, and as otherwise required by the City of Woodstock including, but not limited to:

- Certificate of insurance naming each other Municipality as an additional insured;

## **20. Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period

as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owners Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

## **21. Owners Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

## **22. Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

**MCHENRY COUNTY – MUNICIPAL PARTNERING INITIATIVE  
2022 WATER SOFTENING SALT JOINT BID**

**DETAILED SPECIFICATIONS**

The material to be delivered shall be manufactured, cleaned, treated, and processed for the use in municipal drinking water treatment facilities. All deliveries must be in a trailer with a controlled-flow slotted tailgate, pneumatic tanker, or truck and pup trailer depending on delivery location. All salt shall be US produced southern bulk rock only, clean, white or gray-white, air dried, and contain no visible foreign matter such as wood, paper, metal, or other debris (unless Alternate Bid for northern rock salt is accepted by the individual municipality). The salt to be provided must meet the minimum specifications of AWWA Standard B200-93 and the following additional requirements for sodium chloride content and impurities:

- |                               |                           |
|-------------------------------|---------------------------|
| 1. Sodium chloride (NaCl)     | 98% or more by dry weight |
| 2. Water insoluble impurities | less than 1%              |
| 3. Moisture                   | less than 0.10%           |
| 4. Calcium salts              | less than 0.40%           |
| 5. Magnesium salts            | less than 0.10%           |

All salt shall pass through a 3/8 inch screen and not more than 1% shall pass through a No. 30 mesh screen.

The Municipalities reserve the right to request a representative material sample from any bidder prior to the award of this contract to determine compliance with these minimum specifications. The Municipalities reserve the right to reject any material delivery that does not meet these minimum specifications without any cost to the Municipality.

The term “Municipalities”, “Village”, “City” refers to the Village of Cary, IL; Village of Algonquin, IL; Village of Huntley, IL; Village of Gilberts; and City of Woodstock, IL.

**AWARD OF CONTRACT**

The Contract shall be awarded to the lowest, responsible bidder for performance of the total Work as listed in the Schedule of Prices.

## **CONTRACT TIME**

Contractor shall complete the Work during calendar year 2022 (January 1, 2022 through December 31, 2022), unless otherwise approved in writing by the Municipality's representative.

## **ORDERING AND DELIVERY TIMES**

The Municipalities shall place orders for the delivery of salt on an as-needed basis throughout the calendar year. Cost shall include transportation costs. Upon receipt of an order, the successful bidder shall provide and guarantee delivery within a period not-to-exceed ten (10) calendar days.

If Contractor is unable to make delivery within the order timeline, the Municipality shall have the right to retain as liquidated damages, not as a penalty, 5% per calendar-day on the undeliverable portion of the order, but not to exceed 50%. For orders placed to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the ten-calendar day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the ten-calendar day delivery period.

It shall be the sole responsibility of the contractor to ensure scheduled deliveries are made on or before requested delivery date and before the ten-calendar day not-to-exceed period. This includes use of subcontracted and contractor owned trucking.

Any time after the ten-calendar day delivery requirement the Village shall have the right to terminate an order and purchase salt from another source, and to take actions consistent with public health and safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

Delivery shall be made to Municipalities between the hours of 7:00 a.m. and 2:00p.m., Monday through Friday.

Delivery of estimated quantity of 500 tons for the **Village of Cary** will be made to:

- Well #4, 106 Ann Street **utilizing a truck and a pup due to limited access (22 ton per delivery)**
- Well #6, 103 Carlisle Court **utilizing a truck and a pup due to limited access (18 ton per delivery)**
- Well #13, 2110 Crystal Lake Road **utilizing a semi-trailer with a controlled flow slotted tailgate (44 ton per delivery)**

Delivery of estimated quantity of 80 tons for the **Village of Algonquin** will be made to:

- Water Treatment Plant 2, 1461 Wynnfield Drive **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**

Delivery of estimated quantity of 1,200 tons for the **Village of Huntley** will be made to:

- Well #7, 13550 Route 47 **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #8, 9644 Bedford Drive **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #9, 12603 West Main Street **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #10, 10770 Kreutzer Road **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #11, 9250 South Union Road **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**

Delivery of estimated quantity of 330 tons for the **Village of Gilberts** will be made to:

- Sewer Department, 320 Raymond Drive **utilizing a truck and a pup due to limited access (22 ton per delivery)**

Delivery of estimated quantity of 2800 tons for the City of Woodstock will be made to:

- Seminary Avenue Water Treatment Plant, 1500 North Seminary Avenue (Route 47) **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- First Street Water Treatment Plant, 211 West First Street **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**

## **COMPLETION OF WORK**

Upon acceptance of Bidder's Price Proposal/Schedule of Prices, Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package, and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and necessary items; (2) to procure and furnish all permits, licenses and other governmental approvals and

authorizations necessary in connection therewith; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

## **OPERATION OF VEHICLES AND EQUIPMENT**

Each vehicle and piece of equipment to be used for this work shall be operated under the common rules of the road, the laws of the State of Illinois, and the laws of the Municipalities. Vehicles must be operated in a safe manner and with courtesy to the public. The Municipality reserves the right to reject any driver that is not professional and courteous and all equipment that is not safe and well maintained.

## **PAYMENT**

The bid unit price per ton submitted by the successful bidder shall be valid and held for all material ordered by each of the Municipalities and delivered during 2022. The bid unit price per ton shall include all costs for the material, cleaning and preparation for delivery, and delivery. There will be no additional costs or additional charges to be paid by a Municipality for delivery, fuel surcharges, or extra fees.

Municipalities will make payment for each delivery based on approved weight tickets for all material received and accepted. Municipalities do not guarantee purchase of the total estimated quantity for the entire year and will only make payment for the material actually delivered.

The Contractor's pricing under the optional renewals allowed by this RFP must be indicated in the bid proposal.

## **SALES TAX**

Material to be purchased as part of this contract are exempt from retailer's occupational tax in the State of Illinois; this sales tax shall not be included as part of the bid price. All other applicable taxes and fees shall be the responsibility of the successful bidder.

## **METHOD OF PAYMENT**

The request for payment shall be initiated by the Contractor by submitting an invoice for material delivered to the Municipality. The Municipality shall make payment in full for all material accepted and approved by the Municipality within 45 days of the receipt of an invoice.



**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE 2022 WATER  
SOFTENING SALT JOINT BID**

**BIDDER’S PRICE PROPOSAL/SCHEDULE OF PRICES**

Full Name of Bidder: \_\_\_\_\_ (“Bidder”)

Principal Office Address: \_\_\_\_\_

Local Office Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

To: City of Woodstock (“Soliciting Agency/Owner”)  
326 Washington Street  
Woodstock, IL 60098

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**2022 “BASE” BID TABLE – U.S. Produced Southern Rock Salt:**

<b>Delivery Method</b>	<b>Estimated Quantity (tons), Total for All Agencies</b>	<b>2022 Unit Price (Base Bid Year 1)</b>	<b>2022 Cost, Bid Total for All Agencies</b>	<b>2023 Unit Price (Base Bid Year 2)</b>	<b>2023 Cost, Bid Total for All Agencies</b>
1) Controlled Flow Slotted Tailgate (25-ton capacity)	4,330 tons	\$ per ton	\$	\$ per ton	\$
2) Truck and PUP Trailer	580 tons	\$ per ton	\$	\$ per ton	\$
<b>JOINT BID TOTAL</b>	<b>4,910 TONS</b>	<b>--</b>	<b>\$</b>	<b>--</b>	<b>\$</b>

**2022 “ALTERNATE” BID TABLE – Northern Rock Salt:**

<b>Delivery Method</b>	<b>Estimated Quantity (tons), Total for All Agencies</b>	<b>2022 Unit Price (Alt. Bid Year 1)</b>	<b>2022 Cost, Bid Total for All Agencies</b>	<b>2023 Unit Price (Alt. Bid Year 2)</b>	<b>2023 Cost, Bid Total for All Agencies</b>
1) Controlled Flow Slotted Tailgate (25-ton capacity)	4,330 tons	\$ per ton	\$	\$ per ton	\$
2) Truck and PUP Trailer	580 tons	\$ per ton	\$	\$ per ton	\$
<b>JOINT BID TOTAL</b>	<b>4,910 TONS</b>	<b>--</b>	<b>\$</b>	<b>--</b>	<b>\$</b>

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**BIDDER'S SWORN ACKNOWLEDGEMENT**

\_\_\_\_\_ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

**2. Partnership**

**ACKNOWLEDGEMENT**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated

as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

**NAME**

**ADDRESS**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**3. Individual**

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

**4. Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_. The signatories to the aforesaid Joint Venture Agreement are as follows:

**NAME (and ENTITY TYPE) ADDRESS**

\_\_\_\_\_( ) \_\_\_\_\_  
\_\_\_\_\_( ) \_\_\_\_\_  
\_\_\_\_\_( ) \_\_\_\_\_

**[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P" ; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]**

**ACKNOWLEDGEMENT**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and Sworn to My Commission Expires:

\_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS**

**BIDDER'S SWORN WORK HISTORY STATEMENT**

\_\_\_\_\_ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them. Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder's business:

**2. Composition of Work**

During the past three years, Bidder's work has consisted of:

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: \_\_\_\_\_ Years

**4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS
_____	_____	_____
_____	_____	_____

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

**6. Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was	_____	_____	_____
Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and Sworn to My Commission Expires:

\_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public [SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENT**



**AGREEMENT ACCEPTANCE**  
**2022 WATER SOFTENING SALT**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of City/ Village of \_\_\_\_\_ ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract /Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Woodstock Department of Public Works  
2022 Water Softener Salt Joint Bid**

<b>U.S. Produced Southern Rock Salt</b>					
<b>BIDDER</b>	<b>BASE BID YR 1 (4,910 TONS EST)</b>	<b>BASE BID YR 2 (4,910 TONS EST)</b>	<b>Comments/ Exceptions</b>		
	<b>Annual Cost</b>	<b>Annual Cost</b>			
Morton Salt Chicago, IL	No Bid	No Bid			
Univar USA Kent, WA	No Bid	No Bid			
Compass Minerals Overland Park, KS	\$603,880.90	No Bid			
US Salt Bloomington, MN	No Bid	No Bid			
Midwest Salt West Chicago, IL	\$559,471.50	No Bid			
<b>Controlled Flow Slotted Tailgate (varying ton capacity)</b>					
<b>BIDDER</b>		<b>2022 Unit Price</b>	<b>2022 Cost</b>	<b>2023 Unit Price</b>	<b>2023 Cost</b>
	<b>Total for All Agencies</b>	<b>Base Bid Year 1</b>	<b>Bid Total for All Agencies</b>	<b>Base Bid Year 2</b>	<b>Bid Total for All Agencies</b>
Morton Salt Chicago, IL	Estimated Quantity 4,330 tons	No Bid	No Bid	No Bid	No Bid
Univar USA Kent, WA		No Bid	No Bid	No Bid	No Bid
Compass Minerals Overland Park, KS		\$122.99	\$532,546.70	No Bid	No Bid
US Salt Bllomington, MN		No Bid	No Bid	No Bid	No Bid
Midwest Salt West Chicago, IL		\$113.65	\$492,104.50	No Bid	No Bid
<b>Truck &amp; Pup</b>					
<b>BIDDER</b>		<b>2022 Unit Price</b>	<b>2022 Cost</b>	<b>2023 Unit Price</b>	<b>2023 Cost</b>
	<b>Total for All Agencies</b>	<b>Base Bid Year 1</b>	<b>Bid Total for All Agencies</b>	<b>Base Bid Year 2</b>	<b>Bid Total for All Agencies</b>
Morton Salt Chicago, IL	Estimated Quantity 580 tons	No Bid	No Bid	No Bid	No Bid
Univar USA Kent, WA		No Bid	No Bid	No Bid	No Bid
Compass Minerals Overland Park, KS		\$122.99	\$71,334.20	No Bid	No Bid
US Salt Bloomington, MN		No Bid	No Bid	No Bid	No Bid
Midwest Salt West Chicago, IL		\$116.15	\$67,367.00	No Bid	No Bid

**ALTERNATE - U.S. Produced Northern Rock Salt**

BIDDER	(4,910 TONS EST)	(4,910 TONS EST)	Comments/ Exceptions
	Annual Cost	Annual Cost	
Morton Salt Chicago, IL	No Bid	No Bid	
Univar USA Kent, WA	No Bid	No Bid	
Compass Minerals Overland Park, KS	\$589,200.00	No Bid	
US Salt Bloomington, MN	No Bid	No Bid	
Midwest Salt West Chicago, IL	No Bid	No Bid	

BIDDER	Controlled Flow Slotted Tailgate (varying ton capacity)				
		2022 Unit Price	2022 Cost	2023 Unit Price	2023 Cost
	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies
Morton Salt Chicago, IL	Estimated Quantity 4,330 tons	No Bid	No Bid	No Bid	No Bid
Univar USA Kent, WA		No Bid	No Bid	No Bid	No Bid
Compass Minerals Overland Park, KS		\$120.00	\$519,600.00	No Bid	No Bid
US Salt Bllomington, MN		No Bid	No Bid	No Bid	No Bid
Midwest Salt West Chicago, IL		No Bid	No Bid	No Bid	No Bid

BIDDER	Truck & Pup				
		2022 Unit Price	2022 Cost	2023 Unit Price	2023 Cost
	Total for All Agencies	Base Bid Year 1	Bid Total for All Agencies	Base Bid Year 2	Bid Total for All Agencies
Morton Salt Chicago, IL	Estimated Quantity 580 tons	No Bid	No Bid	No Bid	No Bid
Univar USA Kent, WA		No Bid	No Bid	No Bid	No Bid
Compass Minerals Overland Park, KS		\$120.00	\$69,600.00	No Bid	No Bid
US Salt Bloomington, MN		No Bid	No Bid	No Bid	No Bid
Midwest Salt West Chicago, IL		No Bid	No Bid	No Bid	No Bid

\*\*No bid bond or performance bond required.

**Bid Opening: 10:00 am, Tuesday, November 30, 2021**

**Council Consideration: Tuesday, December 7, 2021**

2022

Village of Cary

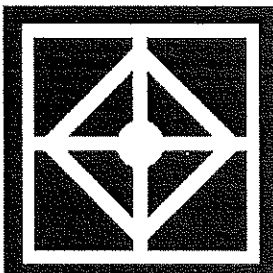
Village of Algonquin

Village of Huntley

Village of Gilberts

City of Woodstock

MCHENRY COUNTY  
MUNICIPAL PARTNERING  
INITIATIVE



**2022 WATER SOFTENER SALT**  
REQUEST FOR JOINT CONTRACT PROPOSAL  
SOLICITING AGENCY: CITY OF WOODSTOCK

**LEGAL NOTICE/ PUBLIC NOTICE  
CITY OF WOODSTOCK  
JOINT BID NOTICE**

The Village of Cary, Village of Algonquin, Village of Huntley, Village of Gilberts, and the City of Woodstock are jointly soliciting sealed bids for:

**The purchase and delivery of “U.S. produced” southern bulk rock salt for water softening purposes to be used in Zeolite-operated water treatment plants as needed**

Sealed bids for this contract must be received before 10:00 A.M., Tuesday, November 30, 2021 at the Woodstock Department of Public Works, 326 Washington Street, Woodstock, IL 60098 at which time all bids will be publicly opened and read aloud. All bids shall be addressed to the City of Woodstock, Department of Public Works, 326 Washington St, Woodstock, IL 60098. Each proposal must be sealed and clearly identified on the outside of the envelope as a **"BID FOR WATER SOFTENER SALT"**. All bids received prior to the specified date and time, which meet or exceed the minimum specifications, will be considered by the City. The City will review each properly submitted bid and will select a successful bidder based upon price, availability, quality and other features of the bid proposals. Bids submitted after 10:00 A.M., local time, November 30, 2021 will not be considered and will be returned to the bidder. Only bids and proposals submitted on forms prepared by the City of Woodstock will be considered.

Copies of the bidding documents, including contract provisions and specifications, may be obtained at the City of Woodstock, Department of Public Works. It is the responsibility of the bidder to meet all requirements of the bid documents.

The municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

Dated: November 12, 2021  
Christina Betz  
Director of Public Works  
City of Woodstock

**McHenry County Municipal Partnering Initiative**

**2022 Water Softening Salt Joint Bid**

**OWNER CONTACT INFORMATION**

**City of Woodstock (Soliciting Agency)**

326 Washington Street  
Woodstock, IL 60098  
Telephone: 815 338-6118  
Attn: Christina Betz  
Director of Public Works

**Village of Cary**

454 Cary Woods Circle  
Cary, IL 60013  
Telephone: 847 639-0003  
Attn: Erik Morimoto  
Director of Public Works/ Village Engineer

**Village of Algonquin**

110 Meyer Drive  
Algonquin, IL 60102  
Telephone: 847 658-2754  
Attn: Bob Mitchard  
Director of Public Works

**Village of Huntley**

10987 Main Street  
Huntley, IL 60142  
Telephone: 847-515-5285  
Attn: Tim Farrell  
Director of Public Works and Engineering

**Village of Gilberts**

73 Industrial Drive  
Gilberts, IL 60136  
Telephone: 847-428-4167  
Attn: Aaron Grosskopf  
Director of Public Works

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2022 WATER SOFTENER SALT JOINT BID**

**INVITATION FOR BIDDER'S PROPOSALS**

As part of the McHenry County Municipal Partnering Initiative (MC MPI), the City of Woodstock is organizing a joint bid on behalf of various municipalities for calendar year 2022 for the purchase and delivery of bulk water softener salt. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

**1. Invitation to Bid**

Owner invites sealed Bidders Proposals for the Work described in detail in the Contract and generally described as follows:

Annual contract for the purchase and delivery of U.S. produced southern bulk rock salt for water softening purposes to be used in Zeolite-operated water treatment plants throughout calendar year 2022. All salt deliveries will be initiated by representatives of each municipality on an as needed basis. Deliveries shall be made with a controlled flow slotted tailgate dumping into a below ground brine tank, through the use of a pneumatic tanker for delivery to an above ground brine tank, or using a truck and pup trailer for any specified limited-access areas.

The work shall be performed at work sites in the:

- Village of Cary, Illinois
- Village of Algonquin, Illinois
- Village of Huntley, Illinois
- Village of Gilberts
- City of Woodstock, Illinois

**2. Defined Terms**

All terms capitalized in the Invitation for Bidders Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

**3. The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidders Proposals as though fully set forth herein:

- (1) Invitation for Bidders Proposals;
- (2) General Specifications;

- (3) Detailed Specifications;
- (4) Bidder's Proposal/Schedule of Prices;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested.

#### **4. Inspection and Examination**

The bid package may be examined at the City of Woodstock, Department of Public Works (326 Washington Street, Woodstock, IL 60098). A copy of the Bid Package may also be received upon request by calling the City of Woodstock Department of Public Works at 815.338.6118 or emailing [pwdept@woodstockil.gov](mailto:pwdept@woodstockil.gov).

Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all conditions affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

#### **5. Bid Opening**

Owner will receive sealed Bidder's Proposals for the work until 10:00 A.M., local time, Tuesday, November 30, 2021 at Woodstock Public Works, 326 Washington Street, Woodstock, IL 60098, at which time, or as soon thereafter as possible, all Bidder's proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.



**McHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE  
2022 WATER SOFTENER SALT JOINT BID**

**GENERAL SPECIFICATIONS**

**1. Interpretation of Documents Included in Bid Package**

A. Defined Terms. All terms capitalized in these General Specifications and in other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract of 1999.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof. All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time-to-time as to the availability of the Addenda. If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible. Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

E. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

## **2. Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owners estimate only for Owners convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidder's. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

## **3. Contract Term**

The term of this Agreement shall be for one (1) year beginning January 1, 2022 and ending December 31, 2022. The Municipalities, as a whole, shall have the option of extending this agreement for one (1) additional year beginning on January 1, 2023 and expiring on December 31, 2023, subject to acceptable performance by the Contractor.

At the end of the initial or renewal term, the Municipalities also reserve the right to extend this Agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place. The Municipalities further reserve the right to terminate the contract if it deems any product unsatisfactory and/or the bidder is not able to comply with these specifications.

For any term beyond the initial term, this Agreement is contingent on the appropriation of sufficient funds; no charges shall be addressed for failure of the Village to appropriate funds in future contract years.

**4. Prevailing Wages**

The Prevailing Wage Act does not apply to this project.

**5. Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidders Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

**6. Permits and Licenses**

Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidders Proposal.

**7. Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal

form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

## **8. Signature Requirements**

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact. When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

## 9. Insurance.

A. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

i. **Workers' Compensation Insurance** covering all liability of the contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than.

- \$1,000,000 per injury – per occurrence;
- \$1,000,000 per disease – per employee; and

- \$1,000,000 per disease – policy limit.

iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

- General Aggregate Limit \$ 2,000,000
- Each Occurrence Limit \$ 1,000,000

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

- Each Occurrence Limit \$ 1,000,000

v. **Umbrella Excess Liability** with limits not less than:

- \$2,000,000 over Primary Insurance

vi. Contractor agrees that with respect to the above required insurance:

- The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.
- The Contractor's insurance shall be primary in the event of a claim.
- **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to

commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies.

- A Certificate of Insurance that states that each Municipality has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."
- The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, Village of Algonquin, Village of Huntley, Village of Gilberts, City of Woodstock, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any

subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

**10. Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

**11. Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that *the Bidder has not been awarded the contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

**12. Qualification of Bidders**

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.



B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

### **13. Disqualification of Bidders**

A. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

### **14. Award of Contract**

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects

or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

#### **15. Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

#### **16. Closing of Contract**

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2)

submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Bid Package.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner is in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

#### **17. Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

#### **18. Freedom of Information Act**

Each Bidder, by its submission of its Bidders Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

**19. Joint Purchasing/ Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the City of Woodstock shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement. Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the Request For Bid, and as otherwise required by the City of Woodstock including, but not limited to:

- Certificate of insurance naming each other Municipality as an additional insured;

**20. Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period

as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owners Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

**21. Owners Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

**22. Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

**MCHENRY COUNTY – MUNICIPAL PARTNERING INITIATIVE  
2022 WATER SOFTENING SALT JOINT BID**

**DETAILED SPECIFICATIONS**

The material to be delivered shall be manufactured, cleaned, treated, and processed for the use in municipal drinking water treatment facilities. All deliveries must be in a trailer with a controlled-flow slotted tailgate, pneumatic tanker, or truck and pup trailer depending on delivery location. All salt shall be US produced southern bulk rock only, clean, white or gray-white, air dried, and contain no visible foreign matter such as wood, paper, metal, or other debris (unless Alternate Bid for northern rock salt is accepted by the individual municipality). The salt to be provided must meet the minimum specifications of AWWA Standard B200-93 and the following additional requirements for sodium chloride content and impurities:

- |                               |                           |
|-------------------------------|---------------------------|
| 1. Sodium chloride (NaCl)     | 98% or more by dry weight |
| 2. Water insoluble impurities | less than 1%              |
| 3. Moisture                   | less than 0.10%           |
| 4. Calcium salts              | less than 0.40%           |
| 5. Magnesium salts            | less than 0.10%           |

All salt shall pass through a 3/8 inch screen and not more than 1% shall pass through a No. 30 mesh screen.

The Municipalities reserve the right to request a representative material sample from any bidder prior to the award of this contract to determine compliance with these minimum specifications. The Municipalities reserve the right to reject any material delivery that does not meet these minimum specifications without any cost to the Municipality.

The term "Municipalities", "Village", "City" refers to the Village of Cary, IL; Village of Algonquin, IL; Village of Huntley, IL; Village of Gilberts; and City of Woodstock, IL.

**AWARD OF CONTRACT**

The Contract shall be awarded to the lowest, responsible bidder for performance of the total Work as listed in the Schedule of Prices.

## **CONTRACT TIME**

Contractor shall complete the Work during calendar year 2022 (January 1, 2022 through December 31, 2022), unless otherwise approved in writing by the Municipality's representative.

## **ORDERING AND DELIVERY TIMES**

The Municipalities shall place orders for the delivery of salt on an as-needed basis throughout the calendar year. Cost shall include transportation costs. Upon receipt of an order, the successful bidder shall provide and guarantee delivery within a period not-to-exceed ten (10) calendar days.

If Contractor is unable to make delivery within the order timeline, the Municipality shall have the right to retain as liquidated damages, not as a penalty, 5% per calendar-day on the undeliverable portion of the order, but not to exceed 50%. For orders placed to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the ten-calendar day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the ten-calendar day delivery period.

It shall be the sole responsibility of the contractor to ensure scheduled deliveries are made on or before requested delivery date and before the ten-calendar day not-to-exceed period. This includes use of subcontracted and contractor owned trucking.

Any time after the ten-calendar day delivery requirement the Village shall have the right to terminate an order and purchase salt from another source, and to take actions consistent with public health and safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

Delivery shall be made to Municipalities between the hours of 7:00 a.m. and 2:00p.m., Monday through Friday.

Delivery of estimated quantity of 500 tons for the **Village of Cary** will be made to:

- **Well #4, 106 Ann Street utilizing a truck and a pup due to limited access (22 ton per delivery)**
- **Well #6, 103 Carlisle Court utilizing a truck and a pup due to limited access (18 ton per delivery)**
- **Well #13, 2110 Crystal Lake Road utilizing a semi-trailer with a controlled flow slotted tailgate (44 ton per delivery)**

Delivery of estimated quantity of 80 tons for the **Village of Algonquin** will be made to:

- Water Treatment Plant 2, 1461 Wynnfield Drive **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**

Delivery of estimated quantity of 1,200 tons for the **Village of Huntley** will be made to:

- Well #7, 13550 Route 47 **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #8, 9644 Bedford Drive **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #9, 12603 West Main Street **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #10, 10770 Kreutzer Road **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- Well #11, 9250 South Union Road **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**

Delivery of estimated quantity of 330 tons for the **Village of Gilberts** will be made to:

- Sewer Department, 320 Raymond Drive **utilizing a truck and a pup due to limited access (22 ton per delivery)**

Delivery of estimated quantity of 2800 tons for the City of Woodstock will be made to:

- Seminary Avenue Water Treatment Plant, 1500 North Seminary Avenue (Route 47) **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**
- First Street Water Treatment Plant, 211 West First Street **utilizing a semi-trailer with a controlled flow slotted tailgate (25 ton per delivery)**

## **COMPLETION OF WORK**

Upon acceptance of Bidder's Price Proposal/Schedule of Prices, Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package, and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and necessary items; (2) to procure and furnish all permits, licenses and other governmental approvals and



authorizations necessary in connection therewith; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

## **OPERATION OF VEHICLES AND EQUIPMENT**

Each vehicle and piece of equipment to be used for this work shall be operated under the common rules of the road, the laws of the State of Illinois, and the laws of the Municipalities. Vehicles must be operated in a safe manner and with courtesy to the public. The Municipality reserves the right to reject any driver that is not professional and courteous and all equipment that is not safe and well maintained.

## **PAYMENT**

The bid unit price per ton submitted by the successful bidder shall be valid and held for all material ordered by each of the Municipalities and delivered during 2022. The bid unit price per ton shall include all costs for the material, cleaning and preparation for delivery, and delivery. There will be no additional costs or additional charges to be paid by a Municipality for delivery, fuel surcharges, or extra fees.

Municipalities will make payment for each delivery based on approved weight tickets for all material received and accepted. Municipalities do not guarantee purchase of the total estimated quantity for the entire year and will only make payment for the material actually delivered.

The Contractor's pricing under the optional renewals allowed by this RFP must be indicated in the bid proposal.

## **SALES TAX**

Material to be purchased as part of this contract are exempt from retailer's occupational tax in the State of Illinois; this sales tax shall not be included as part of the bid price. All other applicable taxes and fees shall be the responsibility of the successful bidder.

## **METHOD OF PAYMENT**

The request for payment shall be initiated by the Contractor by submitting an invoice for material delivered to the Municipality. The Municipality shall make payment in full for all material accepted and approved by the Municipality within 45 days of the receipt of an invoice.

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE 2022 WATER  
SOFTENING SALT JOINT BID**

**BIDDER'S PRICE PROPOSAL/SCHEDULE OF PRICES**

Full Name of Bidder: Midwest Salt LLC ("Bidder")

Principal Office Address: 1300 West Washington St. West Chicago, IL 60185

Local Office Address: 1300 West Washington St. West Chicago, IL 60185

Contact Person: Jason Kane

Email: jason.kane@midwestsalt.net Telephone: 630-513-7575 x 143

To: City of Woodstock ("Soliciting Agency/Owner")  
326 Washington Street  
Woodstock, IL 60098

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**2022 "BASE" BID TABLE – U.S. Produced Southern Rock Salt:**

<b>Delivery Method</b>	<b>Estimated Quantity (tons), Total for All Agencies</b>	<b>2022 Unit Price (Base Bid Year 1)</b>	<b>2022 Cost, Bid Total for All Agencies</b>	<b>2023 Unit Price (Base Bid Year 2)</b>	<b>2023 Cost, Bid Total for All Agencies</b>
1) Controlled Flow Slotted Tailgate (25-ton capacity)	4,330 tons	\$ 113.65 per ton	\$ 492,104.50	\$ N/A per ton	\$ N/A
2) Truck and PUP Trailer	580 tons	\$ 116.15 per ton	\$ 67,367.00	\$ N/A per ton	\$ N/A
<b>JOINT BID TOTAL</b>	<b>4,910 TONS</b>	--	<b>\$ 559,471.50</b>	--	<b>\$ N/A</b>

**2022 "ALTERNATE" BID TABLE – Northern Rock Salt:**

Delivery Method	Estimated Quantity (tons), Total for All Agencies	2022 Unit Price (Alt. Bid Year 1)	2022 Cost, Bid Total for All Agencies	2023 Unit Price (Alt. Bid Year 2)	2023 Cost, Bid Total for All Agencies
1) Controlled Flow Slotted Tailgate (25-ton capacity)	4,330 tons	\$ N/A per ton	\$ N/A	\$ N/A per ton	\$ N/A
2) Truck and PUP Trailer	580 tons	\$ N/A per ton	\$ N/A	\$ N/A per ton	\$ N/A
<b>JOINT BID TOTAL</b>	<b>4,910 TONS</b>	--	\$	--	\$

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 23 day of November, 2021.

Attest/Witness: Midwest Salt LLC

Bidder

By:  By: 

Title: Accounting Manager Title: National Sales Manager

**BIDDER'S SWORN ACKNOWLEDGEMENT**

Jason Kane of Midwest Salt LLC ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Midwest Salt LLC.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Anthony E. Johnson</u>	<u>3207 Park Meadow Prairie Grove, IL 60050</u>
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

**2. Partnership**

**ACKNOWLEDGEMENT**

Bidder is a partnership that is organized, existing and registered under the laws of the State of Type N/A pursuant to that certain Partnership Agreement dated

as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
N/A	

**3. Individual**

Bidder is an individual whose full name is N/A, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

**4. Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of N/A pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_. The signatories to the aforesaid Joint Venture Agreement are as follows:

**NAME (and ENTITY TYPE) ADDRESS**

\_\_\_\_\_( )\_\_\_\_\_  
\_\_\_\_\_( )\_\_\_\_\_  
\_\_\_\_\_( )\_\_\_\_\_

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P" ; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

**ACKNOWLEDGEMENT**

DATED this 24 day of November, 2021.

Attest/Witness: Midwest Salt LLC  
Bidder

By: *Steve Cole* By: *Clayton McAuliffe*

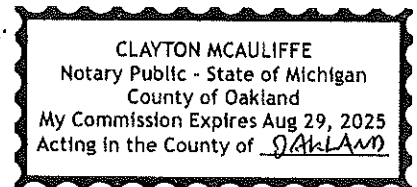
Title: Accounting Manager Title: National Sales Manager

Subscribed and Sworn to BY \_\_\_\_\_ My Commission Expires: 08/29/2025

JASON KANE before me this 24<sup>th</sup> day of NOVEMBER, 2021.

*Clayton McAuliffe*  
Notary Public

[SEAL]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS**

**BIDDER'S SWORN WORK HISTORY STATEMENT**

Jason Kane, of Midwest Salt LLC ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them. Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder's business:

Water Softening Salt and Ice Melt Products

**2. Composition of Work**

During the past three years, Bidder's work has consisted of:

Supplier of water softener salt to Municipalities, State Government Agencies and commercial and industrial businesses

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 12 Years

**4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS
N/A	N/A	
<hr/>		
<hr/>		

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
State of Illinois	Business Authorization	3962-3033	07-10-2022

**6. Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	City of Crystal Lake	City of Dekalb	Village of Lake Zurich
Owner Address	100 W Woodstock St Crystal Lak, IL 60014	164 E Lincoln Hwy Dekalb, IL 60115	70 E. Main St Lake Zurich, IL 60047
Reference	Andrew Resek	Bryan Faivre	Steve Schmitt
Telephone Number	815-356-3700 x 4041	815-748-2050	847-540-1696 x 8006
Type of Work	Supply Bulk Water Softening Salt	Supply Bulk Water Softening Salt	Supply Bulk Water Softening Salt
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	N/A	N/A	N/A
(If Bidder was Subcontractor)			
Amount of Contract	\$318000.00	\$159500.00	\$100000.00
Date Completed	12-31-20	12-31-21	12-31-20



DATED this 24 day of November, 2021.

Attest/Witness: Midwest Salt LLC  
Bidder

By: [Signature] By: [Signature]

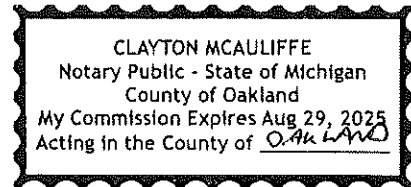
Title: Accounting Manager Title: National Sales Manager

Subscribed and Sworn to BY My Commission Expires: 08/29/2025

JASON KANE before me this 24<sup>th</sup> day of NOVEMBER, 2021.

[Signature]  
Notary Public

[SEAL]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,  
FOR SIGNATURE REQUIREMENT**

**AGREEMENT ACCEPTANCE**

**2022 WATER SOFTENING SALT**

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of City/ Village of \_\_\_\_\_ ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract /Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: \_\_\_\_\_

Title: \_\_\_\_\_



**Compass Minerals**  
9900 West 109<sup>th</sup> Street  
Suite 100  
Overland Park, Kansas 66210  
[www.compassminerals.com](http://www.compassminerals.com)  
913-344-9200

11/23/2021

Woodstock Department of Public Works  
326 Washington Street  
Woodstock, IL 60098

This letter will serve as our quote on your request for bid for bulk water softener salt (Bulk Southern Coarse Rock Salt).

Product will be delivered to all locations listed on your bid request, and shipping via dump truck with control flow from our Chicago, IL facility meeting the three day delivery after receipt of order.

Your delivered price to any location listed on your formal bid announcement including freight and fuel is \$120.00/Ton. Should you accept the quoted price, the price is valid for one year starting on 1/1/2022 through 12/31/2022.

This quote is good for 60 days from date of this letter. If you accept the pricing, please sign below and return a copy along with a signed copy of the agreement at your earliest convenience.

If you have any questions, please feel free to contact me (913) 231-0794.

Regards,

Bruce Jardon  
National Sales Manager- Industrial  
Compass Minerals America Inc.  
(913) 231-074 [jardonb@compassminerals.com](mailto:jardonb@compassminerals.com)

Agreed: \_\_\_\_\_

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE 2022 WATER  
SOFTENING SALT JOINT BID**

**BIDDER'S PRICE PROPOSAL/SCHEDULE OF PRICES**

Full Name of Bidder: Compass Minerals America INC ("Bidder")

Principal Office Address: 9900 W. 109th St Overland Park, KS 66210

Local Office Address: \_\_\_\_\_

Contact Person: Bruce Jardon

Email: jardonb@compassminerals.com Telephone: 913-281-0794

To: City of Woodstock ("Soliciting Agency/Owner")  
326 Washington Street  
Woodstock, IL 60098

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**2022 "BASE" BID TABLE – U.S. Produced Southern Rock Salt:**

Delivery Method	Estimated Quantity (tons), Total for All Agencies	2022 Unit Price (Base Bid Year 1)	2022 Cost, Bid Total for All Agencies	2023 Unit Price (Base Bid Year 2)	2023 Cost, Bid Total for All Agencies
1) Controlled Flow Slotted Tailgate (25-ton capacity)	4,330 tons	\$122 <sup>99</sup> per ton	\$532,546 <sup>90</sup>	\$ per ton	\$ No bid
2) Truck and PUP Trailer	580 tons	\$122 <sup>99</sup> per ton	\$71,334 <sup>20</sup>	\$ per ton	\$ No bid
<b>JOINT BID TOTAL</b>	<b>4,910 TONS</b>	--	<b>\$603,880<sup>90</sup></b>	--	<b>\$ No bid</b>

**BIDDER'S SWORN ACKNOWLEDGEMENT**

Bruce Jardon ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Delaware, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Compass Minerals America Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Kevin Crutchfield</u>	<u>9900 W. 109<sup>th</sup> ST O.P. KS6620</u>
Vice President	<u>Rick Axthelm</u>	<u>" "</u>
Secretary	<u>Mary Fronczak</u>	<u>" "</u>
Treasurer	<u>Jamie Stauden</u>	<u>" "</u>

**2. Partnership**

**ACKNOWLEDGEMENT**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_, pursuant to that certain Partnership Agreement dated

**NAME (and ENTITY TYPE) ADDRESS**

\_\_\_\_\_  
( ) \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P" ; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

**ACKNOWLEDGEMENT**

DATED this 23<sup>rd</sup> day of Nov., 2021.

Attest/Witness: Compass Minerals America INC  
Bidder

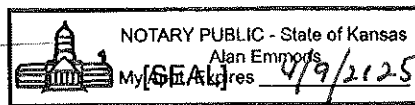
By: Bruce Jordan By: Alan G

Title: NSM - Industrial Title: CYS II

Subscribed and Sworn to My Commission Expires: 4/9/2025  
Johnson County Kansas

Bruce Jordan  
Appeared before me this 23<sup>rd</sup> day of November, 2021.

Alan G  
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS**

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

**6. Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was	_____	_____	_____
Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

## Product Data Sheet

### Production Location

Cote Blanche, Louisiana-USA

### Product Description

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

### Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

### Physical Properties

Bulk Density – 72 lb./ft<sup>3</sup>

Average Particle size 0.074 inches (10.8 mesh)

### Admixture

No additives - pure salt

### Chemical Analysis

Constituent	Formula	Units	Typical	Range
Sodium Chloride	NaCl	%	98.3	97 – 99.7
Calcium Sulfate	CaSO <sub>4</sub>	%	1.3	0 – 2.7
Calcium Chloride	CaCl <sub>2</sub>	%	0.09	0 – 0.3
Magnesium Chloride	MgCl <sub>2</sub>	%	0.06	0 – 0.2
Magnesium Sulfate	MgSO <sub>4</sub>	%	0.02	0 – 0.02
Moisture	H <sub>2</sub> O	%	0.04	0.01 – 0.07
Water Insolubles		%	0.12	0 – 0.45
Calcium	Ca	ppm	4,134	648 – 7621
Magnesium	Mg	ppm	19.5	0 – 46
Sulfate	SO <sub>4</sub>	ppm	9,964	0 – 22156

### Typical Screen Data (% Retained)

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical	Range
3/8	0.375	0.375	11.2	0 - 36
0.265	3	0.265	19.2	0 - 40
4	4	0.1879	22	10 - 34
6	6	0.132	23.7	8 - 40
8	8	0.0937	13.0	0 - 26
12	10	0.0661	5.2	0 - 12
16	14	0.0469	3.0	0 - 5
30	28	0.0234	1.7	0 - 5
Pan	Pan		1.1	0 - 3

### Packaging

UPC Code	Bag Size	Product Code	New Product Code
0 67568-75150 8	Bulk	7515	613991
0 67568-75170 6	Bulk	7517	614002

Compass Minerals  
9900 West 109th Street Suite 100  
Overland Park, KS 66210  
800-755-7258  
Fax 800-359-7258

Compass Minerals  
6700 Century Avenue, Suite 202  
Mississauga, ON L5N 6A4  
Ontario 800-387-8580 | Quebec 800-361-4767  
Atlantic 800-565-6411 | West 800-661-1059  
Fax 800-663-8488

*This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s). Typical and specifications are based on the previous year's historical data..*