

**CONTRACT FOR SUPPLY**

**CONTRACT NO. 11-53-106**



**BULK ROCK SALT AND DE-ICING MATERIALS  
FOR  
COOK COUNTY HIGHWAY DEPARTMENT AND  
FOREST PRESERVE DISTRICT OF COOK COUNTY**

**JOINT PROCUREMENT WITH THE CITY OF CHICAGO SPECIFICATION NO. 95044**

**WITH: MORTON SALT, INC.**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUL 27 2011**

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**ISSUED BY THE  
OFFICE OF THE PURCHASING AGENT**

CONTRACT FOR SUPPLY  
PART I  
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and MORTON SALT, INC., hereinafter the "Contractor", pursuant to award by the Cook County Board of Commissioners on the 12th day of July, 2011.

WHEREAS, the County is responsible for procuring services for the COOK COUNTY HIGHWAY DEPARTMENT AND FOREST PRESERVE DISTRICT OF COOK COUNTY, hereinafter the "Using Departments";

WHEREAS, the Using Departments requires the following supplies: BULK ROCK SALT;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

Provide Bulk Rock Salt as per the quantities and prices listed in Exhibit A

II. CONTRACT PERIOD

This Contract shall be in effect for twenty-four (24) months after proper execution of the Contract by the County. The contract period shall be from October 1, 2011 through September 30, 2013

III. PAYMENT

All charges shall not exceed the amount of \$5,573,751.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Supply and is incorporated herein by this reference.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

- 1. Exhibit A: Vendor Proposal
- 2. Exhibit B: Contract Compliance Letter
- 3. Exhibit C: Economic Disclosure Statements

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

VI. DELIVERY LOCATIONS

All deliveries shall be made to the following locations:

Cook County Highway Dept. Facility #1 2325 Meacham Road Schaumburg, Illinois	Cook County Highway Dept. Facility #2 2101 Ballard Road Des Plaines, Illinois
Cook County Highway Dept. Facility #3 901 East 26 <sup>th</sup> Street La Grange Park, Illinois	Cook County Highway Dept. Facility #4 8900 West 135 <sup>th</sup> Street Orland Park, Illinois
Cook County Highway Dept. Facility #5 13600 S Ashland Riverdale, Illinois	Forest Preserve District Central Warehouse 2199 First Ave Maywood, IL
Bloom Township 1640 S. State Street Chicago Heights, IL	Northfield Township 1928 Lehigh Glenview, IL
Rich Township 22013 Governors Highway Richton Park, IL	Maine Township 1387 Redeker Road Des Plaines, IL

CONTRACT NO. 11-53-106

CONTRACT FOR SUPPLY  
PART II  
GENERAL CONDITIONS

SPECIFICATION NUMBER 95044  
ADDENDUM NUMBER THREE (3)  
EXHIBIT A

**GENERAL CONDITIONS  
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**GENERAL CONDITIONS  
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## GENERAL CONDITIONS

### GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

### GC-02 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Purchasing Agent and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

### GC-03 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract.

### GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with a County Voucher Form.

### GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or Contract Good to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such service or Contract Good not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

### GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

#### **GC-07 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

#### **GC-08 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall report any such credits to the Purchasing Agent.

#### **GC-09 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### **GC-10 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

#### **GC-11 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

#### **GC-12 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

#### **GC-13 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

#### **GC-14 MODIFICATIONS AND AMENDMENTS**

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than twenty-nine (29) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

#### **GC-15 PATENTS, COPYRIGHTS AND LICENSES**

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

#### **GC-16 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract 16.9% MBE, and 4.5% WBE.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-17, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-17 and the wording of the Ordinance shall apply. If there is a conflict between this GC-17 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

**A. MBE/WBE Utilization Plan**

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

**1. Letter(s) of Intent**

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-3/4 for a format sample of a Letter of Intent)

**2. Letter(s) of Certification**

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook

Small Business Administration 8A Program

Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

**3. Joint Venture Affidavit**

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

**B. Reduction/Waiver Petition**

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

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### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting a Reduction/Waiver Request.**

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

#### **B. Denying a Reduction/Waiver Request.**

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

### **IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

### **V. NON-COMPLIANCE**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-17, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to contractor and subcontractor obligations.

**GC-18 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

**GC-19 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-20 ACCIDENT REPORTS**

The Purchasing Agent and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-21 USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

**GC-22 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

Purchasing Agent  
County of Cook  
Room 1018 County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference County Contract Number)

**TO THE CONTRACTOR:**

At address provided in its bid document or as otherwise indicated in writing to County.

**GC-23 TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

**GC-24 GUARANTEES AND WARRANTIES**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-25 STANDARD OF CONTRACT GOODS**

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

**GC-26 DELIVERY**

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

#### **GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

#### **GC-28 QUANTITIES**

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

#### **GC-29 AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

#### **GC-30 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-31 COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

**GC-32 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

**GC-33 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-34 FORCE MAJEURE**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-35 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**GC-36 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

**END OF SECTION**

CONTRACT NO. 11-53-106

EXHIBIT A  
VENDOR BID PROPOSAL

PROPOSAL

The undersigned declares that he has carefully examined the Bid Documents that have been identified as a Joint Procurement Bid through the City of Chicago Specification No. 95044 for BULK ROCK SALT FOR THE COOK COUNTY HIGHWAY DEPARTMENT AND THE FOREST PRESERVE DISTRICT OF COOK COUNTY, GROUP Q.

The bidder certifies he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	TON	24,000	ROCK SALT, TO BE DELIVERED TO HIGHWAY DISTRICT #1, AS PER ATTACHED PROPOSAL
			\$ <u>59.95</u> /TON
			\$ <u>1,438,800</u> TOTAL
2.	TON	19,000	ROCK SALT, TO BE DELIVERED TO HIGHWAY DISTRICT #2, AS PER ATTACHED PROPOSAL
			\$ <u>58.88</u> /TON
			\$ <u>1,118,720</u> TOTAL
3.	TON	7,400	ROCK SALT, TO BE DELIVERED TO HIGHWAY DISTRICT #3, AS PER ATTACHED PROPOSAL
			\$ <u>58.88</u> /TON
			\$ <u>435,712</u> TOTAL
4.	TON	19,000	ROCK SALT, TO BE DELIVERED TO HIGHWAY DISTRICT #4, AS PER ATTACHED PROPOSAL
			\$ <u>58.18</u> /TON
			\$ <u>1,105,420</u> TOTAL

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
5.	TON	19,000	ROCK SALT, TO BE DELIVERED TO HIGHWAY DISTRICT #5, AS PER ATTACHED PROPOSAL
			\$ <u>56.83</u> /TON
			\$ <u>1,079,770</u> TOTAL
6.	TON	2,000	ROCK SALT, TO BE DELIVERED TO FOREST PRESERVE DISTRICT, AS PER ATTACHED PROPOSAL
			\$ <u>65.50</u> /TON
			\$ <u>131,000</u> TOTAL
7.	TON	300	ROCK SALT, TO BE DELIVERED TO BLOOM TOWNSHIP, AS PER ATTACHED PROPOSAL
			\$ <u>64.15</u> /TON
			\$ <u>19,245</u> TOTAL
8.	TON	2,300	ROCK SALT, TO BE DELIVERED TO NORTHFIELD TOWNSHIP, AS PER ATTACHED PROPOSAL
			\$ <u>66.20</u> /TON
			\$ <u>152,260</u> TOTAL
9.	TON	400	ROCK SALT, TO BE DELIVERED TO RICH TOWNSHIP, AS PER ATTACHED PROPOSAL
			\$ <u>63.19</u> /TON
			\$ <u>25,564</u> TOTAL

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
10.	TON	1,000	ROCK SALT, TO BE DELIVERED TO MAIN TOWNSHIP, AS PER ATTACHED PROPOSAL
			\$ <u>67.26</u> /TON
			\$ <u>67,260</u> TOTAL

GRAND TOTAL: \$ 5,573,751.00

CONTRACT PERIOD: OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2013

NOTE: DO NOT DELIVER UNTIL NOTIFIED BY DEPARTMENT.

**PROPOSAL PAGES GROUP EXTENDED PRICE SUMMARY SPEC NUMBER 95044**

**BULK ROCK SALT AND DE - ICING MATERIALS**

**ADDENDUM NUMBER THREE (3)**

TOTAL GROUP A EXTENDED PRICE	\$	NO BID
TOTAL GROUP B EXTENDED PRICE	\$	1,302,719.01
TOTAL GROUP C EXTENDED PRICE	\$	1,219,091.04
TOTAL GROUP D EXTENDED PRICE	\$	1,911,600.00
TOTAL GROUP E EXTENDED PRICE	\$	4,970,398.98
TOTAL GROUP F EXTENDED PRICE	\$	934,644.96
TOTAL GROUP G EXTENDED PRICE	\$	1,068,120.00
TOTAL GROUP H EXTENDED PRICE	\$	1,565,340.75
TOTAL GROUP I EXTENDED PRICE	\$	1,627,537.20
TOTAL GROUP J EXTENDED PRICE	\$	1,132,748.55
TOTAL GROUP K EXTENDED PRICE	\$	982,593.04
TOTAL GROUP L EXTENDED PRICE	\$	1,091,382.36
TOTAL GROUP M EXTENDED PRICE	\$	862,832.52
TOTAL GROUP N EXTENDED PRICE	\$	203,072.00
TOTAL GROUP O EXTENDED PRICE	\$	NO BID
TOTAL GROUP P EXTENDED PRICE	\$	NO BID
TOTAL GROUP Q EXTENDED PRICE	\$	5,573,751.00
TOTAL GROUP R EXTENDED PRICE	\$	474,012.00
<b>\$\$ TOTAL GROUP EXTENDED PRICE \$\$</b>	<b>\$</b>	<b>21,919,843.41</b>

City of Chicago  
Catalog RFQ - Lines By Group

PUSC

Line No	Line Type	Item	Category	Connectivity/Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Category E/D, Date and Mt	Comments
1	Goods	7754574200	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO RAVENSWOOD 6450 N. RAVENSWOOD	A	Ton	18312	\$ No BID	(N/A)	\$ No BID	(N/A)	
2	Goods	7754574205	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO CERNAK & FEDERAL	A	Ton	18035	\$ No BID	(N/A)	\$ No BID	(N/A)	
3	Goods	7754574210	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 387H STREET AND LAKE SHORE DRIVE	A	Ton	11482	\$ No BID	(N/A)	\$ No BID	(N/A)	
4	Goods	7754574215	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 4400 N. SIMMONS	A	Ton	8949	\$ No BID	(N/A)	\$ No BID	(N/A)	
5	Goods	7754574220	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 30TH WARD YARD, 5806 W. GRAND AVE.	A	Ton	4835	\$ No BID	(N/A)	\$ No BID	(N/A)	
6	Goods	7754574225	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 53RD AND LA SALLE ST.	A	Ton	10285	\$ No BID	(N/A)	\$ No BID	(N/A)	
7	Goods	7754574230	77545	SALT, ROCK (SODIUM CHLORIDE TO BE USED AS A DE-ICER) BULK DELIVERY TO REED CTR IRVING PARK ROAD AND OAK PARK AVE	A	Ton	13778	\$ No BID	(N/A)	\$ No BID	(N/A)	
8	Goods	7754574235	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO MCCORMICK PLACE	A	Ton	8242	\$ No BID	(N/A)	\$ No BID	(N/A)	
<b>Group A</b>						<b>Total Group Extended Price</b>		<b>\$ No BID</b>				
9	Goods	7754574415	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO GRAND AND ROCKWELL AVE. LOCATION	B	Ton	20113	\$ 64.77	(N/A)	\$ 1,302,719.01	(N/A)	
<b>Group B</b>						<b>Total Group Extended Price</b>		<b>\$ 1,302,719.01</b>				
10	Goods	7754574405	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO MAYFAIR, 4850 N. LAMON	C	Ton	19132	\$ 63.72	(N/A)	\$ 1,219,091.04	(N/A)	
<b>Group C</b>						<b>Total Group Extended Price</b>		<b>\$ 1,219,091.04</b>				

ADDENDUM NUMBER THREE (3)

**City of Chicago  
Catalog RFQ - Lines By Group**

PU08SC

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Category & I/D	Data and Mtr	Comments
11	Goods	7754574740	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO CHICAGO O'HARE INTERNATIONAL AIRPORT	D	Ton	30000	\$ 63.72	(N/A)	\$ 1,911,600.00	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 1,911,600.00</b>			
12	Goods	7754574750	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO NORTH AND THROOP	E	Ton	29708	\$ 66.33	(N/A)	\$ 1,970,398.78	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 1,970,398.98</b>			
13	Goods	7754574789	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO FERDINAND AND THIPP	F	Ton	14888	\$ 63.72	(N/A)	\$ 934,644.96	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 934,644.96</b>			
14	Goods	7754574416	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 95TH ST. & S. CHICAGO	G	Ton	17802	\$ 60.00	(N/A)	\$ 1,068,120.00	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 1,068,120.00</b>			
15	Goods	7754574240	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 829 W. 120TH ST.	H	Ton	23325	\$ 67.11	(N/A)	\$ 1,565,340.78	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 1,565,340.75</b>			
16	Goods	7754574422	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 52ND AND OAKLEY	I	Ton	28120	\$ 62.31	(N/A)	\$ 1,627,537.20	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 1,627,537.20</b>			
17	Goods	7754574425	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 101ST STREET AND STONY ISLAND AVENUE	J	Ton	17505	\$ 64.71	(N/A)	\$ 1,132,748.55	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 1,132,748.55</b>			
18	Goods	7754574784	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 30TH ST. AND ROCKWELL	K	Ton	14872	\$ 66.07	(N/A)	\$ 982,593.04	(N/A)		
							<b>Total Group Extended Price</b>			<b>\$ 982,593.04</b>			

ADDENDUM NUMBER THREE (3)

City of Chicago  
Catalog RFO - Lines By Group

PUNESC

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Category #/LID, Date and Mtr	Comments
19	Goods	7754574744	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO 7305 S. KOSTNER	L	Ton	18642	\$ 65,588	(N/A)	\$ 1,091,382.36	(N/A)	36
							<b>Total Group Extended Price</b>			<b>\$ 1,091,382.36</b>		
20	Goods	7754574150	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO HOMER AND KELPATRICK	M	Ton	13541	\$ 63,772	(N/A)	\$ 862,832.52	(N/A)	
							<b>Total Group Extended Price</b>			<b>\$ 862,832.52</b>		
21	Goods	7754574739	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO MIDWAY INTERNATIONAL AIRPORT, 5060 SOUTH CENTRAL AVE, SALT STORAGE BUILDING	N	Ton	3200	\$ 63,496	(N/A)	\$ 203,072.00	(N/A)	
							<b>Total Group Extended Price</b>			<b>\$ 203,072.00</b>		
22	Goods	7754538050	77545	DE-ICING MATERIALS - NATURAL DE-ICER, BEET JUICE	O	Gallon	200000	No Bid	(N/A)	No Bid	(N/A)	
							<b>Total Group Extended Price</b>			<b>\$ No Bid</b>		
23	Goods	7754538060	77545	DE-ICING MATERIALS - ANTI-FOAMING AGENT FOR DE-ICING MATERIALS	P	Gallon	10	No Bid	(N/A)	No Bid	(N/A)	
							<b>Total Group Extended Price</b>			<b>\$ No Bid</b>		
24	Goods	7754574082	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY DISTRICT # 1 - 2325 MEACHAM ROAD SCHAMMURBURG, IL	O	Ton	24000	\$ 59,995	(N/A)	\$ 1,438,800.00	(N/A)	00
							<b>Total Group Extended Price</b>			<b>\$ 1,438,800.00</b>		
25	Goods	7754574084	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY DISTRICT # 2 - 2101 BALLARD ROAD DES PLAINES, IL	O	Ton	19000	\$ 58,888	(N/A)	\$ 1,118,720.00	(N/A)	00
							<b>Total Group Extended Price</b>			<b>\$ 1,118,720.00</b>		
26	Goods	7754574086	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY DISTRICT # 3 - 901 E. 28TH STREET LA GRANGE, IL	O	Ton	7400	\$ 58,888	(N/A)	\$ 435,712.00	(N/A)	00
							<b>Total Group Extended Price</b>			<b>\$ 435,712.00</b>		

ADDENDUM NUMBER THREE (3)

City of Chicago  
Catalog RFQ - Lines By Group

PJ085C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Category # / ID, Date and Mfr	Comments
27	Goods	7754574098	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY DISTRICT # 4 - 8900 W. 135TH STREET ORLAND PARK, IL		Ton	19000	\$ 58.18	(N/A)	\$ 1,105,420.00	(N/A)	
28	Goods	7754574090	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY DISTRICT # 5 - 13600 S. ASHLAND AVENUE RIVERDALE, IL		Ton	19000	\$ 56.83	(N/A)	\$ 1,079,770.00	(N/A)	
29	Goods	7754574092	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY FOREST PRESERVE DISTRICT CENTRAL WAREHOUSE MAYWOOD, IL		Ton	2000	\$ 65.50	(N/A)	\$ 131,000.00	(N/A)	
30	Goods	7754574094	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY BLOOM TOWNSHIP 1640 S. STATE STREET CHICAGO HEIGHTS, IL		Ton	300	\$ 64.15	(N/A)	\$ 19,245.00	(N/A)	
31	Goods	7754574096	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY NORTHFIELD TOWNSHIP GLENVIEW, IL		Ton	2300	\$ 66.20	(N/A)	\$ 152,260.00	(N/A)	
35	Goods	7754574105	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY RICH TOWNSHIP, 22013 GOVERNORS HIGHWAY, RICHTON PARK, IL		Ton	400	\$ 63.91	(N/A)	\$ 25,564.00	(N/A)	
36	Goods	7754574110	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO COOK COUNTY MAINE TOWNSHIP, 1397 REDEKER ROAD, DES PLAINES, IL		Ton	1000	\$ 67.26	(N/A)	\$ 67,260.00	(N/A)	
32	Goods	7754574098	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO CIA - FOREST GLEN GARAGE, 5340 W. ARMSTRONG CHICAGO, IL	Group Q	Ton	2200	\$ 71.82	(N/A)	\$ 158,004.00	(N/A)	
33	Goods	7754574101	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DE-ICER) - BULK DELIVERY TO CIA - KEDZIE GARAGE, 388 S KEDZIE CHICAGO, IL		Ton	2200	\$ 71.82	(N/A)	\$ 158,004.00	(N/A)	
Total Group Extended Price										\$ 5,573,751.00		

ADDENDUM NUMBER THREE (3)

City of Chicago  
Catalog RFQ - Lines By Group

PU095C

Line No	Line Type	Item	Category	Commodity Desc	Group ID	UOM	Estimated Usage	UOM Price	Discount or Markup %	Extended Price	Category & L/D, Date and Mtr	Comments
34	Goods	7754574103	77545	SALT, ROCK (SODIUM CHLORIDE - TO BE USED AS A DETERGENT) - BULK DELIVERY TO CTA - CHICAGO GARAGE, 642 N. PULASKI CHICAGO, IL	R	Ton	2200	71.82	(N/A)	158,004.00	(N/A)	
<b>Total Group Extended Price</b>										<b>\$ 474,012.00</b>		
<b>Total Price</b>										<b>\$ 21,919,843.41</b>		

ADDENDUM NUMBER THREE (3)

EXHIBIT B  
CONTRACT COMPLIANCE LETTER

THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE  
PRESIDENT



COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-5502  
FAX (312) 603-4547

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY D. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

July 6, 2011

Ms. Maria De Lourdes Coss  
Purchasing Agent  
County Building-Room 1018  
Chicago, IL 60602

Re: City Specification No. 95044

Dear Ms. Coss:

The County will participate in the City of Chicago contract with Morton Salt, Inc. for the purchase of Bulk Rock Salt. This is a two-year purchase with an estimated fiscal impact of \$5,573,751.00.

Cook County will adhere to the City of Chicago's Minority and Women Owned Business Enterprise goals on this contract. Morton Salt, Inc. has committed to meeting the City of Chicago's MBE requirement of 16.9%, and the WBE requirement of 4.5%. This contract will be completed in accordance with the procedures established by the City of Chicago and Cook County with respect to the Joint Purchasing Program.

Sincerely,

LaVerne Hall

Contract Compliance Administrator

LH/ae

RECEIVED  
OFFICE OF THE  
PURCHASING AGENT  
2011 JUL -6 AM 10:24  
PROCUREMENT



EXHIBIT C  
ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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5	Corporation Signature Page	EDS 12a/b/c
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**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Section 1: Certifications.** Section 1 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 2: Economic and Other Disclosures Statement.** Section 2 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 3,4,5: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 3 is the form for a sole proprietor; Section 4 is the form for a partnership or joint venture; and Section 5 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**CERTIFICATIONS  
(SECTION 1)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): 17-05-121-006-0000, 26-07-201-004-0000,  
26-07-201-021-0000, 26-08-113-006-0000,  
26-08-113-002-0000 and 26-08-113-008-0000

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b) \_\_\_\_\_ The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS**

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**Privilege Information:**

County Privilege: \_\_\_\_\_  
County Department: \_\_\_\_\_

**Applicant Information:** Morton Salt, Inc., a Delaware corporation

Last name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
SS# (Last Four Digits): \_\_\_\_\_ FEIN 27-3146174  
Street Address: 123 North Wacker Drive  
City: Chicago State: Illinois Zip: 60606  
Home Phone: (312) 807 - 2000 Drivers License No: n/a

**Child Support Obligation Information:**

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

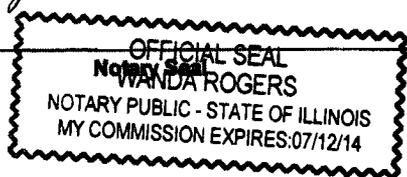
- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Morton Salt, Inc. By: [Signature] President Date: 5/31/2011

Subscribed and sworn to before me this 31st day of May, 2011

x [Signature]  
Notary Public Signature



## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Morton Salt, Inc. D/B/A: \_\_\_\_\_ EIN NO.: 27-3146174

Street Address: 123 N. Wacker Drive

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-807-2000

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

3.25.11

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
K+S North America Salt Holdings LLC	123 N. Wacker Dr, Chicago, IL 60606, USA	85%
K+S Salt of the Americas Holding B.V.	Lange Lijnbaan 15, 8861 NW Harlingen, Netherlands	15%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

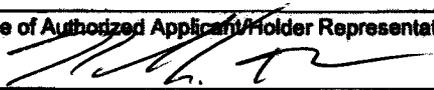
Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

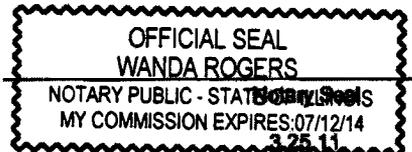
Mark L. Roberts  
 Name of Authorized Applicant/Holder Representative (please print or type)  
  
 Signature  
 mroberts@mortonsalt.com  
 E-mail address

President  
 Title  
 5/31/2011  
 Date  
 (312) 807-2000  
 Phone Number

Subscribed to and sworn before me  
 this 31st day of May, 2011.

My commission expires: July 12, 2014

x   
 Notary Public Signature





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 OFFICE  
312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList.pdf)

### **DEFINITIONS:**

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* doing business\* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Mark L. Roberts Title: President  
Business Entity Name: Morton Salt, Inc. Phone: (312) 807-2000  
Business Entity Address: 123 North Wacker Drive Chicago, IL 60606

     The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

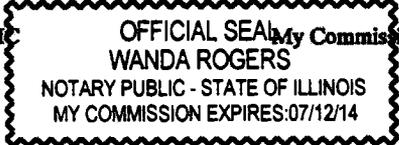
To the best of my knowledge and belief, the information provided above is true and complete.

Morton Salt, Inc.  
By: [Signature] Date: 5/31/2011  
Owner/Employee's Signature

Subscribe and sworn before me this 31st Day of May, 2011

a Notary Public in and for Cook County

[Signature]  
(Signature)

NOTARY PUBLIC:  My Commission expires July 12, 2014  
SEAL

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics  
69 West Washington Street, Suite 3040  
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION**  
**(SECTION 5)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Morton Salt, Inc.

BUSINESS ADDRESS: 123 N. Wacker Dr, Chicago, IL 60606

BUSINESS TELEPHONE: 312-807-2000 FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: Anthony Patton

FEIN: 27-3146174 \*IL CORPORATE FILE NUMBER: 67247329

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Mark L. Roberts VICE PRESIDENT: Andrew J. Kotlarz and Mary E. Doohan

SECRETARY: Mary E. Doohan TREASURER: Andrew J. Kotlarz

\*\*SIGNATURE OF PRESIDENT: *Mark L. Roberts*

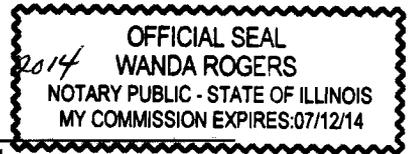
ATTEST: *Mary E. Doohan* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
31st day of May, 2011.

x *Wanda Rogers*  
Notary Public Signature

My commission expires: July 12, 2014

Notary Seal



\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 6)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*Joni PreeSumma*

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes*

COOK COUNTY PURCHASING AGENT

*Constantine M. Kwiatk*

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 27<sup>th</sup> DAY OF July, 20 11.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-53-106

OR

ITEM(S), SECTION(S), PART(S):

Group 2 - Cook County Portion

5,573,751<sup>00</sup>

TOTAL AMOUNT OF CONTRACT: \$ \_\_\_\_\_  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 27 2011

APPROVED AS TO FORM:

*Sarah Kaplan*

ASSISTANT STATE'S ATTORNEY

COM \_\_\_\_\_