

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/22/2016

SUBJECT:	SUBMITTED BY:
Authorization to Request Rock Salt Allocation From State of Illinois and DuPage County Contracts	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize a rock salt allocation of 2,000 tons each with the State of Illinois and DuPage County in the joint purchase of bulk rock salt for the 2016/2017 season. The Village will be obligated to authorize execution of purchase contracts with these allocations at a future date.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

The Village's winter snow and ice control operations span two fiscal years. The budget for the 2016/2017 season includes approximately \$286,000, of which \$61,000 is available in the 2016 budget and \$225,000 which is anticipated to be included in the 2017 fiscal year budget. Staff estimates that the total cost of the salt purchase will range from \$232,000 to \$363,000 (using the estimated per ton costs of \$70/ton for the State of Illinois and \$75/ton for DuPage County).

RECOMMENDATION

Approval on the March 22, 2016 consent agenda.

BACKGROUND

The availability and use of bulk rock salt is necessary to meet the snow removal program goal of maintaining safe travel routes during and following snowstorms, as well as restoring mobility for the traveling public within a reasonable time frame following cessation of storm conditions. There are four objectives to achieve when purchasing road salt:

- 1) Maintain the salt supply to respond to all winter weather events per the Village Snow Removal and Ice Control Plan
- 2) Diversify salt supply to ensure on-time delivery
- 3) Minimize cost
- 4) Comply with budget

To best meet these objectives for the 2016/2017, season staff recommends purchasing rock salt through two cooperative purchasing contracts, one with the State of Illinois and the other with DuPage County, as shown in the table below.

Requested Allocation (tons)	Minimum	Allocation	Maximum
State of Illinois Contract	1,600	2,000	2,400
DuPage County Contract	1,600	2,000	2,600
Total Amount	3,200	4,000	5,000

The amount of salt required to be purchased, 3,200 tons, along with the 3,000 tons of salt on hand, would provide the village with 6,200 tons of salt and will allow the Village to continue to meet the service objectives described in the Village Snow Removal and Ice Control Policy in a cost effective manner. The average annual salt usage is about 4,800 tons with a minimum usage of about 2,800 tons and a maximum usage about 7,200 tons. The Village can store 6,700 tons.

Downers Grove received a 2015-2016 unit price under this contract of \$64.24 per ton. Certain contract holders have been offered the ability to renew their contracts in lieu of participating in the 2016-17 bid process. Under the terms of this option the price could be increased by the vendor from 0% up to 10% from last season's price. With this option the Village's price would be not more than \$70.66 per ton. Staff recommends that the Village renew the existing contract in lieu of participating in the new bid with the State for the following reasons.

- The maximum possible price increase of not more than 10% under the renewal option would provide some price certainty in a market that has experienced wide fluctuations.
- The Village's current vendor (Cargill Incorporated) has provided good service and has consistently demonstrated the ability to provide prompt delivery in quantities that are cost-effective for the Village for mixing with anti-icing agents and for storage.
- The last two times that the Village exercised the option of renewing the contract for road salt with Cargill under this state program the price increase was 0% (2013-13), and 5% (2014-15).

The Village has used the State-aggregated bidding process for procuring road salt for many years. Because of issues with the reliability of service deliveries from the State bid contractor in the difficult 2013/14 winter season the Village elected to purchase a portion of its rock salt supply through a DuPage County contract. For the past three seasons the Village has split their salt purchase in this manner and has realized benefits in reliability and the moderation of price changes. DuPage County is in the process of preparing bid documents and is requesting allocation amounts from interested communities. Because of the County's proximity to salt depots, and based on the timing of bidding they anticipate receiving bid prices as favorable or more favorable than those received by the State.

Attachments

DuPage County Municipal Specifications
State Salt Allocation Form 2016-17



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Michael M. Hoffman, Acting Director

MEMORANDUM

TO: Local Governmental Units Authorized to Participate in Joint Purchasing

FROM: Wayne Ilsley, CPPB
Bureau Of Strategic Sourcing, Commodities & Equipment

DATE: March 01, 2016

SUBJECT: Deadline for Submission of Bulk Rock Salt (Sodium Chloride) Requirements for the 2016 - 2017 Winter Season

Action Required!

The State of Illinois, Bureau of Strategic Sourcing is planning to solicit bids for highway ice control (bulk rock salt) in May or June of 2016 for the 2016-2017 winter season.

Additionally, existing contracts (**PSD 4018143, 4018144, 4018145, and 4018146**) contain a renewal option at the sole option of the State. Therefore, if you are a participant within one of these contracts and if your community's intention is to renew, then this must be identified.

If your unit of government desires to be included in this year's contract re-procurement solicitation, or wishes to renew one of the existing contracts with a renewal option, **you are required to complete the copy of the attached Joint Purchasing Requisition Form** and return it to the Bureau Of Strategic Sourcing no later than **5:00 P.M. April 01, 2016**. Your choice is to "SOLICIT BIDS" or "RENEW" or "not be an active participant" in the State's procurement efforts for the 2016 - 2017 Season. **Note: Timeframe for submission is firm, and will not be extended.**

The "RENEW" Renewal Process - Utilize Table B

If your governmental entity is a participant under one of the following contracts - (**PSD 4018143, 4018144, 4018145,, and 4018146**) - and upon receipt of your stated **desire to Renew** with your updated tonnage quantity requirements, the State will work to finalize renewal on behalf of your governmental entity. Should you choose to renew, all terms and conditions shall remain the same as in the present contract, and you will be able to re-state desired quantities (with cap on quantity increase not to exceed 20.% more than your past year's quantity). **Complete Table B** (only) to indicate your intent to renew and state your desired quantity requirements.

Note that a **renewal** option is **not available** under current contracts (**PSD 4017724, 4017725, and 4017726**) and you should **complete Table A** (only) to indicate your intent to participant, and state your quantity requirements for re-establishment of competitively bid new contract(s) for the 2016 - 2017 Season.

The "SOLICIT BIDS" ReBid Procurement Process - Utilize Table A

Should a renewal option not exist, or should you wish to participate in the State's bid process for the 2016-2017 Season, complete **Table A** (only) to indicate your intent to participate in the bid process, your minimum purchase requirement, and your desired bid quantities as 100.% of your contract commitment.

The State seeks to combine the needs of hundreds of governmental entities across Illinois into a single bid document in an effort to consolidate buying power, and to make it easier for vendors to respond to the individual needs of those hundreds of communities through a single bid response. Award is to the lowest responsible bidder meeting the terms and conditions of the bid solicitation. A single contract is completed for each vendor for all locations awarded through the competitive process. Thereafter, each governmental unit places its own orders with their vendor in compliance with the contract terms and conditions, and is responsible for direct payment to their contract vendor.

CMS does not set pricing, nor does CMS buy salt for resale. Vendors offer pricing under a competitive bid process, in accordance with the Illinois Procurement Code and Rules and the Illinois Joint Purchasing Act. CMS strives to utilize a consistent approach, to the greatest degree possible, in seeking to achieve a highly competitive bid process.

Anticipated Terms – for the 2016 - 2017 Solicitation

This section applies to those units of government participating in the joint purchase of rock salt contract solicitation. Renewing entities will be governed under the existing contract(s). All participants will be required to abide by the respective contract terms and conditions. The major terms for the upcoming season are expected to be as follows:

1. Rock salt specification shall be in accordance with AASHTO Specification M143, Sodium Chloride Type 1, Grade 1, or an acceptable approved alternate.
2. Quantities shown in the invitation for bid are estimates only. The total ton quantity submitted shall be considered sufficient to service the seasonal needs of the local governmental unit, and may be adjusted as stated herein.
3. The purchase percentage agreement is consistent with last season's bid. We are asking local government to identify their purchase percentage commitment (choose one) on the Requisition Form. (**Table-A Option**)
 - 3.a. When submitting rock salt estimated usage for next winter, local governmental unit shall agree to purchase at least 80.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. (Please make selection on Requisition Form)
 - OR**
 - 3.b. When submitting rock salt estimated usage for next winter, local governmental unit shall agree to purchase at least 100.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. (Please make selection on Requisition Form)
 - 3.c. Each governmental unit is responsible for ensuring that the guaranteed purchase requirement is met before the end of the season (**June 30, 2017**).
4. Each governmental unit shall be responsible for issuing their own purchase orders against the resulting contract.
 - 4.a. **Governmental units are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages.** Governmental units need to make every effort to place orders in full truckload quantity of (22 - 25 tons). Requests for a quantity of less than a truckload will not be accepted.

4.b. Local governmental units reserve the right to purchase up to 50.% of the total award requirements prior to November 30, 2015 and the vendor shall notify each delivery point in advance of when shipment is to begin.

4.c. Vendors shall accept orders at any time during the period from the date of contract issue through the last day of the contract, or as mutually agreed upon by the vendor and contract participant.

5. Deliveries shall be accepted only on regular work days (Monday through Friday and excluding all State holidays) during regular work hours (7:30 a.m. to 4:00 p.m.), except when special arrangements have been made in advance with an appropriate agency or governmental representative at the delivery site.

All truck loads shall be covered with an approved weatherproof material, and all deliveries shall be Pre-Paid F.O.B. Destination as stated in the order document.

Truckloads containing foreign material such as mud, rocks, etc., may be rejected at the delivery site, and a replacement shipment scheduled by the contract vendor.

The State and Local Governmental Units reserve the right to require that some trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries are to be made as soon as possible after receipt of an order, maximum time from receipt of an order placed by local governmental units after December 1.st shall not exceed seven working days, or as modified by Contract Order Guidelines.

Each governmental unit shall be responsible for the processing of vendor invoices in a timely manner to ensure prompt payment is made directly to the vendor.

6. CMS intends to continue to include a liquidated damages clause similar to the following:
From December 1, 2016 thru April 1, 2017; if the vendor is unable to make delivery within the required working days, governmental units shall have the right to assess and retain a specified amount per ton per calendar day as liquidated damages on the undelivered portion of the order. If after seven days of liquidated damages, the vendor has still failed to deliver as required, governmental units shall reserve the right to take action to remedy the failure of vendor performance in accordance with the contract.
7. For contract performance protection, the State will secure a performance bond from the contracted vendor, valued at 20.% of the total of the contract award dollar value.
8. In December 2016 the contract vendor(s) shall be required to have stockpile(s) in place located in or near Illinois covering 100.% of the total tonnage awarded for the northern regions of the State, and in January of 2017 the stockpile(s) located in or near Illinois covering 100.% of the tonnage awarded for all other regions of the State.
9. The contract price shall remain firm for the entire contract period up to the maximum 120.% guaranteed limit. Local governmental unit requirements over the maximum 120.% purchase threshold will be supplied by the vendor upon mutual agreement of the parties.

In the case of an emergency, efforts shall be made to have the vendor ship enough salt to aid affected local governmental units through the emergency situation.

2014 - 2015 Season Retrospective

Many challenges were experienced in the 2014-2015 season due to a variety of factors affecting the road salt market across the Midwestern Region. The season salt re-procurement for Illinois State Agencies and participating Local Governmental Units proved to be a difficult task, and did result in some non-fulfilled requirements. These challenges were not unique to Illinois, but the scope of the Illinois procurement and high participation level of local governmental participation did mean more communities were impacted.

2015 - 2016 Season Retrospective

A competitive bid process, essentially unchanged from previous years, was used in the solicitation to meet statewide requirements for over 850 individual participants. This season salt re-procurement did not incur the challenges experienced in the 2014-2015 season and all requirements were fulfilled at bid prices much lower than the weighted average in the prior season.

This is an Opt-in Process

Participation in the State's procurement process for rock salt is **voluntary**, an opt-in process. CMS has no method to ensure vendor participation, nor control pricing that vendor's offer in the competitive bid process.

Local Communities are not inhibited nor restricted from seeking bids independently should they choose to do so. However, **by indicating** through this requisition process **your desire to** either **"RENEW"** or to **"SOLICIT BIDS"** in the upcoming bid process, **you are committing your entity's participation**. The State will act in accordance with your submitted requisition.

We ask that you give immediate attention to this matter and allow reasonable mailing time or fax response submittal to ensure that we receive your salt request prior to the deadline. Return your Joint Purchasing Requisition via **Mail** or **Fax** or **Email** (or more than one method) as stated below no later than **5:00 p.m. April 01, 2016**. Note that this **deadline is firm**, and will not be extended.

We thank you for your consideration and welcome your participation in the upcoming bid. Any questions you have in completing the form or concerning the rock salt bid/contract can be directed to the following:

Wayne Ilsley, CPPB, Buyer
Department of Central Management Services
Bureau Of Strategic Sourcing – Commodities & Equipment
Room 801 William G. Stratton Office Building
401 South Spring Street, Springfield, IL 62706
Phone: (217) 782-8091 Fax: (217) 782-5187
Email Address for submission:
CMS.BOSS.EC@illinois.gov



ILLINOIS

JOINT PURCHASING REQUISITION CY'16-'17 New Purchase Commitment

PLEASE RETURN TO:

Illinois Department of
Central Management Services
801 Wm. G. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187
Email Address for submission:
CMS.BOSS.EC@illinois.gov

 No Thank You,
But keep on mailing list.

Opt-Out-> Our unit **does not want to participate** in the CY' 2016-2017 Contract Procurement.
Notice:-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: _____

Government Unit: _____

Mailing Address: _____

City / State / Zip: _____

County: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

Contact Email: _____

Date: _____ / _____ / **2016**

Delivery Point (Provide Delivery Details To Contract) (Vendor At Time Of Order Placement)
<- Please provide Email Address

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)
Rock Salt, Bulk	_____	T o n s
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one): OPTION 1 _____ 80%. minimum purchase requirement/120% maximum purchase requirement OPTION 2 _____ 100% minimum purchase requirement/120% maximum purchase requirement		

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)
Rock Salt, Bulk	_____	T o n s
Note: Renewal is available ONLY under Contracts PSD 4018143, 4018144, 4018145, and 4018146 for CY' 2015-2016. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below: Note Current CMS Contract: PSD 4018143 () -or- PSD 4018144 () -or- PSD 4018145 () -or- PSD 4018146 ()		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

TITLE

