AGENDA SPECIAL PUBLIC WORKS & UTILITIES COMMITTEE Village of Hoffman Estates March 15, 2010

Immediately following Transportation & Road Improvement

Members:

Jacquelyn Green, Chairperson

Anna Newell, Vice Chairperson

Karen V. Mills, Trustee

I. Roll Call

NEW BUSINESS

- 1. Request authorization to extend 2008 contract for 2010 Street sweeping, inclusive of all associated costs including hauling of debris, to K. Hoving Clean Sweep, West Chicago, IL, in an amount not to exceed \$69,156.00.
- 2. Request authorization for Village to participate in joint purchase with the State of Illinois, State Bid Table A Option #1, for 2010-2011 procurement of road salt, in the amount of 7,500 tons.

II. Adjournment

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request authorization to extend 2008 contract for 2010 Street sweeping, inclusive of all associated costs including hauling of debris, to K. Hoving Clean Sweep, West Chicago, IL, in an amount not to exceed \$69,156.00.

MEETING DATE:

March 22, 2010

COMMITTEE:

Public Works & Utilities

FROM:

Kenneth Hari, Director of Public Works Joseph Nebel, Superintendent of Operations

PURPOSE:

To prevent debris build-up on streets and to reduce the amount of debris from entering storm pipes and retention ponds.

BACKGROUND:

\$53,500 is provided within the 2010 operating budget for contractual street sweeping. The amount of Village sweeps was reduced in 2009 and 2010 as part of the Village's budget reduction plan. Service specifications call for a per curb mile unit cost with the associated hauling of swept debris. Unit costs are broken into three (3) seasons; spring, summer, and fall. Past practice has been to exercise contractor's hauling prices during all four (4) sweeping cycles, diverting in-house personnel to other Village service needs.

On <u>February 19, 2008</u>, four (4) bid proposals were opened by our Village Clerk for <u>2008</u> sweeping costs with possible extensions for 2009 and 2010. Hoving Clean Sweep was awarded the contract for 2008 and also had the lowest bid for the 2009 and 2010 extensions. With the excellent performance provided by this contractor during the 2008 and 2009 sweeping program, it is recommended to award this contractor an extension for 2010.

Through the years we have learned that there is added value in multiple-year contracting for these services. It also makes the vendor understand that the Village desires to develop an extended relationship with a quality vendor who takes pride in their work. The vendor work in 2008 and 2009 has been highly satisfactory.

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The depicted unit costs represent the seasonal per curb mile charge for sweeping and debris removal.

Season	2006	2007	2008	2009	2010
Spring	\$44.50	\$45.11	\$45.11	46.46	47.85
Summer	\$39.60	\$45.11	\$45.11	46.46	47.85
Fall	\$52.54	\$62.38	\$62.38	64.25	66.17

DISCUSSION:

In 2009, the vendor accepted a reduced scope of services from their original bid and performed 3 Village sweeps. After indicating to us that it is unprofitable for their company to perform all three Village sweeps, Hoving Clean Sweep put us on notice that they would not be back to perform the same reduced scope of work in 2010. Based upon unit prices, the projected all-inclusive annual cost for the vendor to perform four (4) contract specified Village sweeps during 2010, is \$69,156.00. Street sweeping is also sometimes required throughout the year to address special events, high traffic streets, and department construction site clean-up. Costs for special sweeps are included in the \$69,156.00.

FINANCIAL IMPACT:

\$53,500.00 is included within the budget for three (3) complete Village sweeps; one spring and two fall sweeps, inclusive of the contractor loading and hauling of collected debris. The department is recommending the 4th sweeping cycle be added back into the 2010 budget for an additional cost of \$14,139.68. If not, Hoving will be out of the picture, creating a re-bid condition. It is strongly believed that if re-bidding occurs, the cost for 3 sweeps will be higher than the present cost for 4 sweeps. This assumption is based upon 2008 bid pricing and current market conditions. The total amount required for the 2010 street sweeping contract for four (4) complete village sweeps, including street sweeps for special events, is \$69,155.30. This includes additional funding due to a shortfall of \$1,515.62 related to special event street sweeping and a 2010 zero budget increase. The additional required funding will be transferred from 2010 contractual tree trimming (\$10,000), the 2010 sign program (\$4,955.30) and pavement maintenance (\$700).

RECOMMENDATION:

Request authorization to extend 2008 contract for 2010 street sweeping, inclusive of all associated costs related to the loading and hauling of debris, to Hoving Clean Sweep, West Chicago, IL (low bid), in an amount not to exceed \$69,156.00.

Note: Original 2008 bid documents are in the white Public Works & Utilities binder in the Trustee's ante room.

Alternate Bid Prices for Contract Extension - 2010 PROPOSAL SHEET

Indicate costs for the following inclusive of removal and disposal of accumulated refuse to an approved landfill meeting State of Illinois requirements.

Costs per curb mile during the months of April, May, and June	\$	47.85	per curb mile
		sweeping, hauling.	loading of debris #1
	\$	47.85	per curb mile
		sweeping hauling	
Costs per curb mile during the months of July, August, and September	\$	47.85	per curb mile #1
	\$	47.85	per curb mile #2
Costs per curb mile during the months of October, November, and December	. \$	66.17	per curb mile #1
Extra Work:	\$	66.17	per curb mile #2
Cost per curb mile for "call-in" Saturdays	\$	79.33	per curb mile #1
	\$	79.33	per curb mile #2
Cost per curb mile for "call-in" Sundays and Holidays (i.e. 4 th of July)	\$.	125.60	per curb mile #1
	\$	125.60	per curb mile #2
Minimum number of curb miles charged for "call-in"	\$	No Minimum I	Required curb miles
Hoving Clean Sweep, LLC. Company Name 2351 Powis Road Address West Chicago, IL. 60185	·	Market	ure Jane

City, State & Zip Code

VILLAGE OF HOFFMAN ESTATES TABULATION OF BIDS 2008 Street Sweeping

Terms: Street Sweeping Program Option Opti	2008 Street Sweeping																			
Proposal Guarantee:	Aunicipality: Hoffman Estates Time: 10:15 a.m. Section: Appropriation \$			·	2351 Powls Road			1021 E. Green St.			1015 W. Pershing Rd.				2739 W. 139th St.					
Terms: Street Sweeping Program Option Opti		,				.,,,,,,								0.1102	ACI IL			Died ibjaria,	.E 00-100	
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Street Sweeping Program Spring Mile 302 45.11 13.623.22 45.10 13.623.22 50.50 27.331.00 15.73.60 54.90 15.77.80 39.97 12.070.94 39.47 17.91.80 15.77.80 15.77.80 15.77.80 15.77.80 15.77.80 39.97 12.070.94 39.47 17.91.80 15.77.80 15	tems	Dalivery	Unit	Quantity																Total
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^{*}Extra Work Not Included in Bid Total

COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request authorization for Village to participate in joint

purchase with the State of Illinois, State Bid Table A Option #1, for 2010-2011 procurement of road salt, in

the amount of 7,500 tons.

MEETING DATE:

March 15, 2010

COMMITTEE:

Public Works & Utilities

FROM:

Kenneth Hari, Director of Public Works

Ken Gomoll, Superintendent of Administration

PURPOSE:

Procurement of road salt for 2010-2011 season.

BACKGROUND:

2009-2010 Village salt procurement was through a joint purchase with the State for 7,500 tons. Past costs are as follows:

Year	Amount (tons)	Cost per ton
2009-2010	7,500	\$68.82
*2008-2009	2,500	\$127.03
*2008-2009	2,585	\$104.25
*2008-2009	1,815	\$137.09
2007-2008	6,050	\$38.97
2006-2007	6,050	\$37.72
2005-2006	6,050	\$34.97
2004-2005	5,500	\$31.94
2003-2004	5,500	\$31,94
2002-2003	5,500	\$31.14
2001-2002	5,500	\$31.57
2000-2001	5,500	\$27.60

^{*}multiple vendors due to limited availability

The N.W.M.C. has not coordinated a joint purchase for bulk rock salt since around 1992. They do, however, coordinate joint purchases for liquid calcium chloride.

DISCUSSION:

On February 25, 2010, the Village received notification from the State of their plan to solicit bids for bulk rock salt in early April 2010. Government units contemplating participation in this year's bid are required to submit requisitions, no later than March 19, 2010, or be required to purchase salt on their own.

DISCUSSION, Continued:

The amount of \$505,000 was budgeted in FY2010 for this contract purchase. Due to the unpredictability of weather events, which may distort yearly averaging calculations, it is uncertain exactly how much salt will be applied in any given winter. The State offered a 2nd purchase option this year under their contract.

As of March 3, 2010, approximately 2,940 tons is in storage. While it is anticipated that the 2,940 tons will be a sufficient quantity to carry until the end of this season, the remaining quantity balance at this winter's end cannot be accurately predicted at this point. Therefore, it is recommended the Village seek procurement of 7,500 tons (100%) for the 2010-2011 winter, the same procurement tonnage as for 2009 - 2010.

FINANCIAL IMPACT:

Utilizing the 7,500 tons as our 100% purchase commitment quantity, three options are through the State for our 2010-2011 total purchase commitment: Referenced tables and options appear on the State purchasing requisition (next page).

OPTION	DESCRIPTION
Table A Option #1 (Recommended)	Requires a purchase of a minimum of 80% (6,000 tons) to a maximum of 120% (9,000 tons). This option was utilized for the 2009-2010 winter and was the only option available in past years although at a 70% - 130% range. This option is most desirable for mild winters with lower salt applications. Presently, the Village has purchased 99.7% for the 2009-2010 season. Although we are not aware of any future forecasted salt shortages in the months ahead, given the variability of unit costs recently, from year to year, costs for State bids cannot be accurately predicted. We can predict however that our salt usage will fall within the 80% - 120% contract range.
Table A Option #2	Although similar to Option #1, the purchase commitment range narrows to 100% minimum and 120% maximum. Unit costs can be expected to be slightly lower than Table A Option #1 due to the increase in required minimum purchase quantity.
Table B Option	Requires a $\underline{100\%}$ purchase commitment that may not exceed more than a $\underline{20\%}$ increase over the $\underline{100\%}$ quantity. In return, the unit cost is guaranteed not to increase greater than $\underline{5\%}$ of the 2009-2010 season's unit cost. While this option will secure a known maximum cost of \$541,978, (7,500 tons @ \$68.82 + 5%), one cannot predict how this known fixed cost will compare to bid unit costs.

RECOMMENDATION:

Request authorization for Village to participate in joint purchase with the State of Illinois, State Bid Table A Option #1, for 2010-2011 procurement of road salt, in the amount of 7,500 tons.



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

		•					
Joint Purchasing #:			Date:	/ / 2010			
Government Unit:				Delivery Point			
Mailing Address:							
City / State / Zip:							
County:	•						
Contact Person:							
Telephone Number:							
Fax Number:			<u> </u>				
Contact Email:			<- Ple	ease provide Email Address			
Complete Only One Either "Table-	A" or "Table-B" Be	elow					
Table A: Complete th	is table to have the	State BID for you	ır goveri	imental entity			
ITEM DESCRIPTION	QUANTITY	UNIT MEAS	URE	AMOUNT BUDGETED			
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 – 25 Ton/	Truck)	(Local Governmental Use Only)			
Road Salt, Bulk		Tons					
Please note your Purchase Commitment Per	centage for total tonn	age quantity state	d above (choose one):			
OPTION 1 80% minimum purch OPTION 2 100% minimum purch							
Complete Only One Either "Table-A	" Above or "Table-	B" Below					
Table B: Complete this table	e to have the State R	ENEW for your	governm	ental entity (ONLY)			
ITEM DESCRIPTION	QUANTITY	UNIT MEAS	URE	AMOUNT BUDGETED			
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 – 25 Ton/	Truck)	(Local Governmental Use Only)			
Road Salt, Bulk		Tons					
Note: Renewal is available ONLY under quantity may not exceed more than a 20% in season's price. Other Terms & Conditions of Contract # 4015782 () Contract # 4	ncrease of last season of Contract will remain	's quantity, and pr	ice canno year. Cl	ot increase more than 5% of last			
I certify that funds are available for the pure governmental unit, and not for personal use			d that su	ch items are for the sole use of this			

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

MEMORANDUM

TO:

Local Governmental Units Authorized to Participate in Joint Purchasing

FROM:

Roger A. Nondorf

Bureau of Strategic Sourcing and Procurement Portfolio Manager – Commodities & Equipment

DATE:

February 16, 2010

SUBJECT:

Deadline for Submission of Bulk Road Salt (Sodium Chloride)

Requirements for the 2010 - 2011 Winter Season

Action Required!

The State of Illinois, Bureau of Strategic Sourcing & Procurement is planning to solicit bids for highway ice control (bulk road salt) in April of 2010 for the 2010-2011 season.

Additionally, existing contracts 4015782, 4015783, and 4015784 contain a renewal option at the sole option of the State. If you are a participant within one of those contracts and if your community's intention is to renew, then this must be identified.

If your unit of government desires to participate in this year's bid, or wishes to renew under one of the existing contracts with a renewal option, you are required to complete the copy of the attached Joint Purchasing Requisition and return it to the Bureau of Strategic Sourcing & Procurement no later than 5:00 p.m. March 19, 2010. Your choice is to do one or the other, or to not be an active participant in the State's procurement efforts for the 2010-2011 season.

This timeframe is firm, and will not be extended.

The Renewal Process

If your governmental entity is a participant under one of the following contracts - 4015782, 4015783, or 4015784; and upon receipt of your stated desire to renew with your updated quantity requirements, the State will work to finalize the renewal on behalf of your governmental entity. Note that a renewal option is <u>not</u> available under contracts 4015380, 4015382 4015389, or 4015393. Should you choose to renew, all terms and conditions shall remain the same as in the present contract, and you will be able to reset desired quantities (with a cap on quantity increases not to exceed 20% more than your past year's quantity). Utilize Table B (only) to indicate your intent to renew and your quantity requirements.

The Procurement Process

Should a renewal option not exist, or should you wish to participate in the State's bid process for the 2009-2010 season, complete Table A (only) to indicate your intent to participate in the bid process, your minimum purchase requirement, and your desired quantities at 100%.

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

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, and seeks to achieve as competitive of a process as possible.

Anticipated Terms - for the 2010-2011 Solicitation

This section applies to those units of government participating in the joint purchase of rock salt solicitation. Renewing entities will be governed under the existing contract. All participants will be required to abide by the respective contract terms and conditions. The major terms of the bid for the 2010-2011 season are expected to be as follows:

- 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 to be 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.
 - 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, 2011), and the vendor(s) shall be required to furnish the maximum-% (if required) tons by March 01, 2011.
- 4. Each governmental unit shall issue their own vendor purchase order. Order may be placed with the vendor via telephone and a written or fax confirmation document shall follow immediately thereafter.
 - 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 quantities of (22 - 25 tons). Requests for rock salt with 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, 2010 and 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.
- 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 order placed by local governmental units after December 1st shall not exceed seven working days, or as modified by Contract Order Guidelines. There is not a set delivery time limit for orders placed prior to December 1, 2010 or orders placed after April 1, 2011.

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

- 6. CMS intends to continue to include a liquidated damages clause similar to the following: From December 1, 2010 thru April 1, 2011; if the vendor is unable to make delivery within the required working days, units shall have the right to retain \$.20 per ton per calendar day as liquidated damages on the undelivered portion of the order. If after seven days of liquidated damages assessment, 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 2010 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 2011 stockpile(s) located in or near Illinois covering 100-% of the tonnage awarded for all other regions of the State. At CMS discretion, the State may inspect the stockpiles to ensure they are in sufficient quantities, and that commitments for these stockpiles are with users of this contract.
- 9. The contract price shall remain firm for the entire contract period up to the maximum guaranteed limit. Contract pricing for a purchase made in excess of the guaranteed limit, and if available for purchase, is subject to an increase if vendor's costs for providing rock salt increase by more than 5-%.

10. Unless an emergency exists, the local governmental units under the maximum 120% purchase threshold will receive salt deliveries prior to the local governmental units over the maximum 120% purchase threshold. 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.

2009 - 2010 Retrospective

Many of the challenges faced in the 2008-2009 season were not revisited in the 2009-2010 season, as the severe supply issues of the previous season did not materialize.

All requested quantities for all participants were able to be contracted through a single bid effort. In 2008-2009, three bid efforts were necessary to secure desired quantities.

Prices received through the statewide road salt solicitation were lower as a weighted average in 2009-2010 compared to the 2008-2009 season. Comparing year-over-year averages reflect a 19% lower statewide price for the 2009-2010 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 vendors 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 participate 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, to ensure that we receive your salt request prior to the deadline. Return your Joint Purchasing Requisition via fax and/or mail no later than 5:00 p.m. March 19, 2010. 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:

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