

**A RESOLUTION AUTHORIZING THE PURCHASE OF
SNOW/ICE CONTROL SALT FOR WINTER 2010-2011**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Rolling Meadows, Illinois, that the contract price provided via the State of Illinois Department of Central Management Services Joint Purchasing program as assigned to Morton International, Inc, 123 N. Wacker Drive, Chicago, Illinois 60606 for the purchase of snow/ice control for the City of Rolling Meadows, at the unit price of \$58.89 per ton, for up to 2,500 tons, is hereby accepted and approved.

Said funds are to be derived from Motor Fuel Tax fund and in FY2010 and FY2011 budgets.

YEAS:

NAYS:

ABSENT:

Passed and approved this 27th day of July 2010.

Kenneth A. Nelson, Mayor

ATTEST:

Lisa M. Hinman, City Clerk



July 1, 2010

Dear Joint Purchasing Participant:

Subject: 2010-2011 Rock Salt, Bulk Contract Information

In completing the 2010 – 2011 Rock Salt season contract re-procurement, the State of Illinois did not encounter any supply-related issues as experienced in previous seasons. We made every effort to secure Road Salt at the best available price for participants in our contract re-procurements, and gladly report that all locations across the State were able to have their supply needs met through the State's procurement efforts.

We again recommend to participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition can be used to submit your requirements to this year's contract renewal vendor:

Contract: PSD 4015782-01
Morton International Inc.,
Morton Salt Division
123 N. Wacker Drive
Chicago, IL 60606
Order Phone (888) 800-8905

Renewal Term: July 2010 – June 2011
FEIN Number: 36-4140798

Contract Line No: __066 **Renewal Price** per ton, F.O.B. destination, is **\$ 58.89**
Emergency pickup of salt at vendor's warehouse is available at base price of **\$-80.00** per ton. Warehouses are open Monday through Friday, 7:00 a.m. to 3:00 p.m. Contact the vendor during regular business hours for the specific warehouse location in your area.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain option at vendor's warehouse is not being made available under this season's contract.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you need to make every effort to place orders in full truckload lots (22-25 tons).



Your governmental unit is responsible for ensuring that the your guaranteed purchase requirement is met before **contract ending of June 30, 2011**. Vendor is required to furnish not less than 120-% (if required) of the requisitioned need by March 1, 2011. Your governmental unit is responsible for processing of vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2010 through April 1, 2011 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2010 and April 1, 2011, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain \$.20 per ton per calendar day as liquidated damages on the undelivered portion of the order. For an order placed prior to 9:00 a.m. Central on a given day, that day would be considered as the first calendar day of the seven-day delivery period. For order placed after 9:00 a.m. on a given day, the following day would be considered the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20-% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working days after receipt of order. Quantity ordered above the 20-% threshold shall have an extended deliver time of one-calendar-day for each one-percentage-point above the 20-% guideline. For example, if an agency orders 25-% of their awarded total 100 ton, delivery of the first 20 ton (20-%) shall be within 7 working days after receipt of order, the remaining 5 ton shall be delivered within 12 working days after receipt of order.

If after seven calendar days of liquidated damages assessment, the vendor has still failed to deliver, local governmental units shall have the right to terminate their order tons and purchase salt or abrasives from another source or take action consistent with public safety as needed to continue daily business. Any and all additional costs may be collected from the original vendor, in addition to any liquidated damages.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that the delivery person inspects the inside of the trailer and ensure that all salt is removed from the trailer before leaving a delivery point. The vendor will also ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2010 the contract vendor shall have in place stockpile(s) located in or near Illinois covering 100% of the tonnage awarded for the northern regions of the State, and in January of 2011 the contract vendor shall have in place stockpile(s) located in or near Illinois covering 100% of the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that the commitments to the stockpiles are with the users of this contract.

The contract price shall remain firm for the entire contract period for up to the 120-% guaranteed limit, unless otherwise changed by mutual agreement. The contract price for purchases made in excess of the 120-% guaranteed limit is subject to increase if vendor's costs for providing rock salt increase by more than 5%. Contract vendor must submit to CMS documentation justifying the increase for acceptance for implementation.

Unless an emergency exists, those local governmental units under the 120-% purchase threshold will receive salt deliveries prior to those local governmental units over their 120% purchase threshold. In the case of an emergency, efforts will be made to have the vendor ship enough salt to aid affected local governmental units through the emergency.

The Department of Central Management Services requested pricing for an enhanced rock salt option in the invitation for bid, and an Enhanced Rock Salt 2009-2010 availability is not provided for within this season's contract renewal process with this vendor.

You are under contractual obligation to purchase 100-% of the requested tonnage of rock salt from the vendor awarded your location. Purchase of an enhanced rock salt will not lessen this agreement, and would be in addition to your required purchase tonnage.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, Buyer
Bureau of Strategic Sourcing And Procurement

GovSalt.doc



ILLINOIS

JOINT PURCHASING REQUISITION

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 #: L5020 -5020
Government Unit: City of Rolling Meadows
Mailing Address: 3900 Berdnick Street
City / State / Zip: Rolling Meadows IL 60008
County: 1 Cook
Contact Person: ✓ Bill Suchecki
Telephone Number: 847-963-0500
Fax Number: 847-963-0555
Contact Email: Suchecki@cityrm.org

Date: 3 / 15 / 2010

Delivery Point
3900 Berdnick Street Rolling Meadows, IL 60008
← Please provide Email Address

Complete Only One Either "Table-A" or "Table-B" Below

Table A: Complete this table to have the State BID for your governmental entity

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	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 Percentage for total tonnage quantity stated above (choose one):

- OPTION 1 80% minimum purchase requirement/120% maximum purchase requirement
- OPTION 2 100% minimum purchase requirement/120% maximum purchase requirement

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

Table B: Complete this table to have the State RENEW for your governmental entity (ONLY)

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)	(Local Governmental Use Only)
Road Salt, Bulk	<u>2500</u>	Tons	

Note: Renewal is available ONLY under contracts 4015782, 4015783, or 4015784 for the 2010-2011 season. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 5% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Check renewing contract number: Contract # 4015782 () Contract # 4015783 () Contract # 4015784 ()

66 @ 3000 5889

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.

Bill Suchecki
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Street Maintenance Superintendent
TITLE

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