



NON-MANDATORY PRE-BID MEETING
May 9, 2018 AT 10:30 AM
POOL CHEMICALS & SERVICE OF BREAKERS SPLASH PAD &
CLOCK TOWER FOUNTAIN
ITB No. 0118-1410

PURPOSE OF PRE-BID MEEETING:

- Introductions
- Review Bid / Contract Requirements
- Review Project Scope

INTRODUCTION:

City Staff: Kirk Zimmerman, Buyer
Joe Paul, Project Manager

DISCUSSION:

1. Non-Mandatory Pre-Bid Conference for **ITB 0118-1410, POOL CHEMICALS & SERVICE OF BREAKERS SPLASH PAD & CLOCK TOWER FOUNTAIN.** Attendees, please sign registration roster. *Please print clearly!*
2. Submit one original Bid to the Purchasing Division; 301 S. Ridgewood Ave., Room 146, Daytona Beach, FL 32114 at **2:00 pm. sharp on or before 5/21/2018.** No Proposals will be accepted after **2:00 pm.**
3. All questions or requests for interpretation must be submitted in writing to Kirk Zimmerman, at **Fax Number (386) 671-3964** or via email to **purchasing@codb.us**. All clarifications or corrections to the solicitation documents will be accomplished by written Addendum to all those currently listed as being in possession of the ITB. To be given consideration, such requests should be received 10 days prior to the Bid Opening Date (5/11/2018).
4. The City of Daytona Beach Commissioners reserves the right to accept or reject any or all Bids.
5. Bid format:
 - Fill out in ink, initial any corrections, redlines, etc. and properly execute.
 - Submit one original
 - Acknowledge receipt of any and all addenda on the Bid Proposal Form.

6. Bidders must indicate the following on the OUTSIDE of their sealed bid envelope:
 - ITB Number –0118-1410
 - Date of Opening – 5/21/2018
 - Name of Bidder
 - Return Address of the Bidder
7. DRUG FREE WORKPLACE: The awarded firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
8. Proposers should be aware of The City of Daytona Beach's Minority Business Enterprise (MBE) requirements contained in Chapter 30, Purchasing Code.
9. REFERENCES: The contact person(s) listed as a reference shall be someone who has personal knowledge of the contractor's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
10. LOCAL PREFERENCE: Local preference is applicable to this project. Chapter 30 of the City's Code of Ordinances defines "local vendor" and outlines the procedure for requesting best and final offers from the low bidder and the lowest priced local vendor within 10% of the low bid. Bidders claiming Local Preference must complete and submit the Local Preference Affidavit with their Bid.
11. City Commission has the sole authority to bind the City to the terms and conditions of a contract.
12. RESERVED
13. RESERVED
14. BOND REQUIREMENTS: There are no bonding requirements for this project.
15. Insurance Provisions: Commercial General Liability, Auto Liability, limits not less than \$1 million/occurrence; with general aggregate not less than \$2 million. City named as additional insured for Commercial General Liability. Statutory Workers' Compensation limits not less than \$500,000/accident.
16. Special Instructions:
SI 1. NON-EXCLUSIVE CONTRACT. Award of this Contract will impose no obligation on the part of the City to use the successful bidder for all work of this type that may be required during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar

work if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

SI 2. BOOKS AND RECORDS. Books and Records. The Vendor will maintain books, records, and documents pertinent to performance under this Contract and any purchase order issued hereunder in accordance with generally accepted accounting principles. The City will have inspection and audit rights to such records during the term of this Contract and for three years following the termination of obligations hereunder. Records which relate to nay litigation, appeals or settlements of claims arising from such performance will be made available until a final disposition has been made of such litigation, appeals or claims.

SI 3. PRICE REDETERMINATION. Due to volatile prices in pool chemicals the successful Contractor will have the option to request price redeterminations.

Contractor requested redeterminations: The Contractor will not request a price redetermination in the first 12 months of any resulting contract. Contractor may request in writing a redetermination at least 60 days prior to the end of each term to go in effect for the next term. The Contractors redetermination request will be based off the Producer Price Index (PPI) "Commodity data for Chemicals and allied products-Industrial chemicals, not seasonally adjusted" which can be found at <https://beta.bls.gov/dataViewer/view/timeseries/WPU061>. Contractor can only request a price adjustment based on the prior 12 month period. For example, if the Contractor does not request a price redetermination in the second term they cannot ask for an adjustment based on a 24 month period, but only the last 12 months.

Only the chemicals (i.e. chlorine) portion of the fee schedule rates will be subject to the price redetermination. The service rates will remain fixed for the entire contract, including any renewal periods.

City response: It will be the determination of the City whether the price determination request is warranted. The City will have 30 days from the date of the written request to accept or reject said request. If the request is accepted, a written confirmation with the newly adjusted price, will be sent to the Contractor and the new price will begin with the next term. If the price is rejected, the Contractor will complete the current term and may either i) renew at the rate of the current term (if renewal option is available) or ii) end the contract at the end of the current term.

Calculation: The PPI for Commodity data for Chemicals and allied products-Industrial chemicals, not seasonally adjusted for Mar 2018 is 269.1 based on the web site given above. Check the 12 month % change and update. The screen will show the 12 month % change which will be what the Contractor may base their adjustment on.

17.TERM: The Effective Date of this Contract is 6/1/2018 or the date on which the last Party signs it, whichever is later. The Term of this Contract is one year, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 3 Terms of 1 year each, by providing CONTRACTOR written notice at least 60 days

before the end of the current Term.

18. Bid Schedule / Bid Alternates:

No.	Description	Unit of Measure	Estimated Quantity	Monthly Price	Annual Amount
A1	Daily Service of Breakers Oceanfront Splash Pad	Month	12	\$	\$
A2	Chemicals for Breaker's Oceanfront Splash Pad	Month	12	\$	\$
B1	Daily Service of Clock Tower Fountain Pool	Month	12	\$	\$
B2	Chemicals for the Clock Tower Fountain Pool	Month	12	\$	\$
C	Painting of Clock Tower Fountain Pool	Lump Sum	1	\$	\$
TOTAL BID PROPOSAL					\$

19. Addenda issued to date:

1 – bid tab for current contract – 5/1/18.

20. SCOPE DISCUSSION by Joe Paul, Project Manager.

MEETING NOTES: _____

