



# THE CITY OF DAYTONA BEACH OFFICE OF THE PURCHASING AGENT

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## ADDENDUM NO. 1

DATE: February 8, 2018  
PROJECT: **RFP 0118-0540**  
**SUPPLEMENTAL CARBON SOURCE**

OPENING DATE: **FEBRUARY 23, 2018**

This addendum is hereby incorporated into the Bid/Proposal documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

1. Answers to Proposers' written questions:

**Q1:** Within the "Supplemental Carbon Source Scope of Services", Table A on page 19, there is a parameter called "Appearance" with an Acceptable Range of "Transparent Liquid." Is there a test method that the City recommends or requires to determine this? Have the deliveries that the City has received over the last 12 months been acceptable in terms of this appearance test?

**A1:** There is no test method for transparent liquid. It will be a visual examination. There has not been an unacceptable load in the last twelve months. There have been loads in the past that were delivered with enough foreign material, such as molasses, that the liquid cannot be seen through.

**Q2:** Please provide the name, title and department for the members of the Selection Committee

**A2:** Anticipated Selection Committee members are as follows. Proposers are reminded that there is a Prohibition of Lobbying in place until a contract is awarded. Refer to Section 25 of the General Conditions.

- John Drago, Business Enterprise Management Director, Business Enterprise Management Department
- Patricia Bliss, Chief Financial Officer, Finance Department
- Chris Wall, Manager, Utilities Central Operation
- Robin Cook, Regulatory Compliance Manager, Regulatory Compliance Division

**Q3:** (a) Is the price fixed for the first year of the contract? (b) In the event that the Contractor is unable to supply and the City is forced to procure product elsewhere at a higher cost, will the City have the right to back-charge the Contractor for the difference?

**A3:** (a) Yes, the price is fixed for the first year of the contract. The City anticipates that the price will be fixed for the entire term of the contract; however, the selected Contractor may negotiate these terms during contract negotiations. (b) Yes.

**Q4:** Section 9. Effective Date and Term of the General Services Term Contract”, indicates that the City will have the option to renew the Contract for up to 3 Terms of one year each. Is there any opportunity to adjust the price during the annual renewal process if market conditions change? If yes, is such price adjustment limited to changes in a government reported index like Consumer Price Index (CPI)? If all renewal options are exercised, the supplier could be required to supply at a fixed price for a potential 4-year term (or near fixed price if CPI or similar index is used for adjustment). In order to avoid the cost associated with the supplier taking on this risk, would the City entertain making the renewal option mutual versus unilateral?

**A4:** Price escalation as well as renewal terms may be negotiated during contract negotiations.

**Q5:** We would like to better understand how the scores of 1 to 5 will be assigned to Contractor prices. For example, if Contractor 1 prices at \$100 per pound COD and Contractor 2 prices at \$99 per pound COD, how would the 1 to 5 scores be established? It would seem quite unfair if Contractor 2 would receive a score of 5 and Contractor 1 would receive a score of 4, as the score would be 20% lower when the price is only 1% lower. Could the scoring on pricing be established mathematically? In the example above, could Contractor 2 receive a score of 5 and Contractor 1 receive a score of 4.95 ( $\$99/\$100 * 5$ )? Please provide additional detail on how Selection Committee will perform scoring on the price factor.

**A5:** The prices will be scored between 1 and 5. Nothing precludes the committee from assigning the same score for very similar prices.

2. All other terms and conditions remain the same.

The Bidder/Proposer shall acknowledge receipt of this addendum in the transmittal letter covering their proposal.

The City of Daytona Beach

Joanne Flick, CPPO, CPPB  
Purchasing Agent