

SALT TERM CONTRACT 2020

THE PARTIES TO THIS Contract are the City of Daytona Beach, a Florida municipal corporation ("City") and Odyssey Manufacturing Co, a foreign profit corporation ("Contractor").

In consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Scope of Services. Contractor will provide Salt to the City as further described in ITB #20441 attached hereto and incorporated herein by reference.

Section 2. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The successful Contractor(s) shall be awarded a Contract for an initial 1 year, commencing on the effective date. The City will have the option to renew this Vendor up to 4 Terms of 1 year(s) each, by providing Vendor written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Vendor.

Section 3. Incorporation of ITB and Submittal. The City's Invitation to Bid (ITB) 20441, and the Contractor's responsive proposal, and any addendums are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file with the City's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

Section 4. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
Attn: Shannon Ponitz
Utilities Director
The City of Daytona Beach
125 Basin Street, Suite 204
Daytona Beach, FL 32114
Fax: 386.671.8805

To Contractor:
Attn: Patrick H. Allmon
Title: General Manager
Contractor: Odyssey Manufacturing Co.
Address: 1484 Mission Blvd
City/ST/Zip: Tampa, FL 33619
Fax: 813 630 2589

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

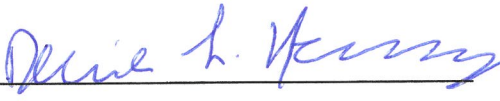
Section 5. Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

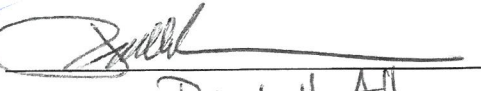
Section 6. Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

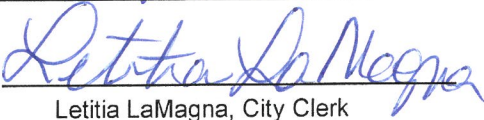
By: 
Derrick L. Henry, Mayor

By: 
Printed Name: Patrick H. Allman

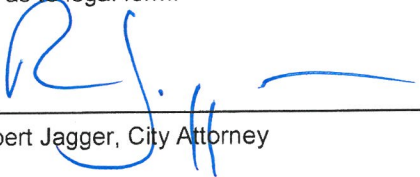
Date: 7-9-20

Title: General Manager

Date: 27 April 2020

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

*EXHIBIT A: Scope***Delivery Requirements**

Vendor shall make deliveries within three (3) working days after receipt of order. All deliveries shall be made between the hours of 0630 – 1530 unless prior arrangements have been made with personnel at the Delivery Location(s) (see below).

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking salt.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, blowers and discharge hoses used for the delivery of sodium chloride shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City-approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled sodium chloride. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Locations

Ralph Brennan Water Treatment
3651 LPGA Blvd
Daytona Beach, Fl. 32124

This facility has two 84-ton brine tanks.

Sampling and Test of Shipment after Unloading

The City reserves the right to subject samples of the sodium chloride to complete analyses to ensure that it meets ANSI/AWWA B200-17 specifications and the supplemental specifications included with this document. Should the sodium chloride fail to meet these specifications, the Vendor shall remove the material from the Vendor's tank(s) at its expense and within twelve (12) hours of the removal of the non-standard material shall supply sodium chloride which meets all of the requirements of these specifications. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the sodium chloride.

Specifications of Material

Sodium Chloride supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the Vendor to inform the City that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the City and Vendor.

Sodium Chloride delivered under this contract shall have a minimum of 99.8% purity on a dry basis. Sodium Chloride shall be a crystalline granular form that is white in color with no visible contamination, impurities, or sediment. Sodium Chloride shall be stored indoors in an enclosed warehouse and not stored outside and subject to the elements.

Sodium Chloride shall meet the following containment concentration limits:

Determination	Unit	Specification (*)	
Sulfate (as SO ₄)	(%)	0.05	Maximum
Insoluble Matter (water)	(%)	0.04	Maximum
Calcium (as Ca ⁺³)	(ppm)	75.0	Maximum
Magnesium (as Mg ⁺³)	(ppm)	35	Maximum
Iron (as Fe)	(ppm)	3.0	Maximum
Copper (as Cu)	(ppm)	0.3	Maximum
Mercury (as Hg)	(ppm)	0.3	Maximum
Silicon (as Si)	(ppm)	1.0	Maximum
Bromide (as Br)	(ppm)	6.0	Maximum
Strontium (as Sr)	(ppm)	10.0	Maximum
Aluminum (as Al)	(ppm)	3.0	Maximum
Boron (as B)	(ppm)	2.0	Maximum
Chromium (as Cr)	(ppm)	0.5	Maximum
Potassium (as K)	(ppm)	150	Maximum
Manganese (as Mn)	(ppm)	0.3	Maximum
Cobalt (as Co)	(ppm)	0.5	Maximum
Zinc (as Zn)	(ppm)	0.5	Maximum
Moisture	(%)	0.25	Maximum
Total Impurities	(%)	0.2%	Maximum
Anti-Caking Agent YPS	(ppm)	No Addition	

(*) All analysis in aqueous media. Dissolved elements and metals after filtration through 2.5-micron filter.

Sieve Analysis

USA Sieve (#)	Specification (%)
3/8"	0 – 5 Retained
4	10 – 80 Retained
8	30 – 90 Retained
16	0 – 60 Retained
30	0 – 60 Retained
30	0 – 18 Passing

Testing of Salt is done by dissolving in super pure water, insoluble material is separated by filtration and analyzed gravimetrically after drying. Refer to product testing procedures and methodology (Laboratory Analysis Methodology M.A.L. No. 29) for further details.



December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

THE CITY OF DAYTONA BEACH

ITB RECAP SHEET

ITB NAME: **SALT**

ITB NUMBER: **ITB 20441**

ITB OPENING DATE AND TIME: **April 23, 2020**

NUMBER OF ITB INVITATIONS SENT: **8**

NUMBER OF DAYS FROM DATE OF MAILING ITB INVITATIONS TO DATE
OF ITB OPENING: **7**

ITB WAS ADVERTISED IN:

DATE:

1) News-Journal

4/16/2020

2) purchasing.codb.us

4/16-23/2020

NUMBER OF ITB'S RECEIVED 2



THE CITY OF DAYTONA BEACH

INTEROFFICE MEMORANDUM

TO: James V. Chisholm, City Manager
FROM: Kirk Zimmerman, Buyer
DATE: April 24, 2020
SUBJECT: **Non-Responsive Bid Submitted for Salt (Sodium Chloride)
 Invitation to Bid No. 20441**

REQUEST

Staff is requesting that Morton Salt, Inc. be declared *non-responsive* due to the submittal of a bid that does not conform to the Bid Documents.

Morton Salt submitted a bid with exceptions to the terms of the solicitation which is prohibited by (IB-2.H) on multiple pages that were not part of the solicitation (IB-2A).

CONSIDERATIONS

The Purchasing Code provides that a bid award be made to the responsible bidder submitting the lowest responsive bid. The Daytona Beach Purchasing Code Section 30-28 defines a responsive bid as a bid that is conforming in all aspects to the invitation to bid or request for proposals except minor irregularities.


The Bid Documents contain the following clause regarding bids:

IB-2. A. The Bidder must submit the information required, **only** on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

IB-2. H. The Bid may not contain qualifications or exceptions of any kind.

IB-22. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion that the non-compliance is minor.

Please indicate approval by signing below.


 _____ Date: 4/27/20

C: Shannon Ponitz, Utilities Director
 Joann Macrina, Deputy Utilities Director
 Marvin Owens, Water Plant Superintendent
 File 20441

891/2



**CITY OF DAYTONA BEACH
 BID TABULATION SHEET
 ITB 20441 SALT (SODIUM CHLORIDE)
 APRIL 23, 2020 AT 2:00 PM**

	Vendor	City / State	Bid Price
1	Odyssey Manufacturing	Tampa, FL	\$152.00 / ton \$ 136,800.00 / annually
2	Morton Salt, Inc.	Chicago, IL	Non-Responsive*

*Morton Salt had exceptions on their bid.

Bids listed herein are apparent results of bids received timely as of the closing date and time. This document is the preliminary tabulation sheet for informational purposes only. Evaluations have not been completed. A revised tabulation will be posted in the event that the evaluation changes the results. Award, if one is made, will be by the Daytona Beach City Commission.

Opened By: Kirk Zimmerman, Buyer

Witnessed By: Julie Murdock, Office Specialist

Posted at <http://www.codb.us/841/Purchasing>

ITB 20441-SALT
VENDOR MAILOUT

8

Notified Vendors

- 4/16/2020 - Haven Salt LLC (jcasey@havensalt.com)
- 4/16/2020 - Humphries Turf Supply (humphriesturf@otelco.net)
- 4/16/2020 - Marne Dog, LLC (marne.dog@icloud.com)
- 4/16/2020 - Odyssey Manufacturing (pallman@odysseymanufacturing.com)
- 4/16/2020 - Rocket City Supply, Inc. (sales@rocketcitysupply.com)
- 4/16/2020 - Rocket City Supply, Inc. (susanlewis@rocketcitysupply.com)
- 4/16/2020 - Thermaserve (mcox@thermaserve.com)
- 4/16/2020 - Univar USA (muniteam-west@univar.com)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **01/28/2020**
Attachment number **7-012820** of 13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	CONTACT NAME: Debbie MacGillivray	PHONE (A/C, No, Ext): (863) 688-5495	FAX (A/C, No): (863) 688-4344
	E-MAIL ADDRESS: debbie.macgillivray@stahlinsurance.com		
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Illinois Union Insurance Co		27960
	INSURER B : ACE American Insurance Co		22667
	INSURER C : Zenith Insurance Company		13269
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: Jan 2020 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Applies By <input type="checkbox"/> Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	G24092975 011	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Hired PD	Y	Y	H08450377 011	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G24092987 011	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Z066828616	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution/Prof Liability Poll Ded \$5k/Prof Ded 25K			G24092975 011	10/01/2019	10/01/2020	Ea Poll Condition/Agg \$1,000,000 Prof Ea Claim Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ITB 20441 - Salt
The City of Daytona Beach is additional insured on the general liability including products and completed operations on a primary non-contributory basis when required by written contract. The City of Daytona Beach is additional insured on auto liability on a primary non-contributory basis when required by written contract. Waiver of subrogation applies on general liability, auto liability and workers compensation when required by written contract.

CERTIFICATE HOLDER

The City of Daytona Beach
125 Basin Street
Suite 204
Daytona Beach FL 32114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Anthony H. Martini

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CITY OF DAYTONA BEACH

RISK MANAGEMENT DIVISION

P. O. Box 2451

Daytona Beach, FL 32115

Phone: (386) 671-8231

Fax: (386) 671-3261

Memorandum

To: Letitia LaMagna, City Clerk

From: Mark Jones, Risk Manager

Date: April 28, 2020

Re: Salt Term Contract 2020 – Odyssey Manufacturing Co.

A handwritten signature in black ink, appearing to be "MJ", is written over the "From:" line.

Attached is a copy of the above referenced contract. I have reviewed the evidence of insurance submitted with the contract and I find it to be satisfactory.

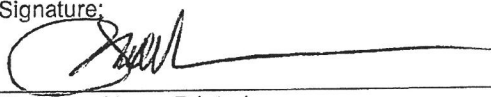
Attachments

EXHIBIT B: Fee Schedule

BID SCHEDULE
SALT (SODIUM CHLORIDE) CONTRACT 2020
ITB NO. 20441

No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Salt as described in the specifications, 99.8% purity on a dry basis.	Tons	900	\$ 152 ⁰⁰	\$ 136,800 ⁰⁰

Submitted by:

Vendor Name: Odyssey Manufacturing Company	Signature: 
Email: pallman@odysseymanufacturing.com	Signature Name Printed: Patrick Allman

Composite Exhibit C (ITB & Submittal) is not attached. It will be kept on file with the Purchasing Agent, and will be made available upon request made to the City Clerk