

- GT-38. **Warranty** - All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty. This paragraph does not apply to Solicitations for professional services covered by Chapter 287.055, Florida Statutes.
- GT-39. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.
- GT-40. **Withdrawal of Bids/Proposal** - Any response to this solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document and any addenda.

[END OF SECTION]

- GT-30. Responsibility of Respondent To Inform Himself As To All Conditions Relating To Project** - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
- GT-31. Responsiveness (Bids/Proposals)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected.
- 31.1. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.
- GT-32. Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
- 32.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Bidder/Offeror having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.
- GT-33. Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
- GT-34. Signature Of Vendor** - The vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.
- GT-35. State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-36. Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.
- GT-37. Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.

- 21.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
- GT-22. **Other Agencies** - With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name, delivery locations and legal jurisdiction.
- GT-23. **Price Bid** - The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.
- GT-24. **Prompt Payment** - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.
- GT-25. **Protests** - Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748 no later than three (3) business days after the day the Notice of Intent to Award is issued on Public Purchase. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than 7 business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.
- GT-26. **Public Entity Crimes** - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."
- GT-27. **Public Records Law** - The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.
- GT-28. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- 28.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
 - 28.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
 - 28.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- GT-29. **Quantities** - The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

- GT-14. **Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-15. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-16. **Execution of Contract** - The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of notice of acceptance of the Offer, and deliver these executed instruments to the City of Leesburg Purchasing Division.
- GT-17. **Governing Law/Jurisdiction** - The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-18. **Interpretation of Contract Documents** - Each Bidder/Offeror shall thoroughly examine the Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder/Offeror should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Department, P.O. Box 490630, Leesburg, Florida 34748, Email to: purch@leesburgflorida.gov, (352) 728 9880, FAX (352) 326-6618 at least seven (7) days before the date of the formal opening of Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Offerors.
- 18.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Offeror who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Offeror to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Offeror, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg.
- GT-19. **Inspection and Acceptance Of Materials Or Services** - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense. The City may take up to 15 days to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.
- GT-20. **Liability** - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Bid Response.
- GT-21. **Non-appropriation** - The vendor understands and agrees any and every Purchase Agreement is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The City may terminate a Purchase Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:
- 21.1. a non-appropriation has occurred, and
- 21.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.

- GT-4. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Basis For Bidding** - The total amount bid shall be based on unit prices and/or lump sum(s) according to the Bid Schedule form of the bid. Any quantities shown in the Bid Response Form documents are estimates for the purpose of arriving at a total bid price for Bid Response comparison.
- GT-6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-7. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-8. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-9. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents firm or any of its branches.
- GT-10. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-11. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-12. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.
- GT-13. **Cost of Preparing Proposal** - All costs incurred by the Offeror for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Offeror. The City of Leesburg will not reimburse any Offeror for any such costs.

- 2.2. **Respondent Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
 - 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;
 - 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 2.2.5. Have a satisfactory record of integrity and business ethics; and
 - 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - 2.3. **Contents of Solicitation and Respondents' Responsibilities** – It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the offeror will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
 - 2.4. **Request for Additional Information** - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than seven (7) days prior to the bid opening date. Oral answers will not be authoritative.
 - 2.5. **Requests/Questions** – Interested firms are encouraged to submit their questions electronically through *Public Purchase*. If this is not possible questions may be faxed to the attention of the Purchasing Department at (352)326-6618 or submitted via e-mail at purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
 - 2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
 - 2.7. **Questions Regarding Specifications Or Bid Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.
 - 2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective offerors no later than two (2) days before the date set for receipt of the Responses.
 - 2.7.2. It will be the responsibility of the offerors to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Contract:** The agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.2.1. **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
 - 1.2.2. **Performance of Services -** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.3. **Contractor:** The vendor to whom award has been made.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.
- 1.6. **Interested Party:** The terms professional, contractor, vendor, firm, company, offeror, respondent etc. . . is used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.7. **In Writing -** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Public Purchase*, currently used by the City.
- 1.8. **Modification:** A written change to the terms of a contract.
- 1.9. **Bid, Offer, Submittal, Proposal or Response:** Shall refer to any bid offer, proposal, or response submitted in regard to this Invitation to Bid that if accepted would bind the Offeror to perform the resultant contract.
- 1.10. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective firms and to solicit submittals (in the form Offers) from them.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award (see Item 12 below).
- 1.12. **Respondent:** Shall refer to anyone submitting a response to an Invitation to Bid (ITB) or Request for Proposal (RFP).
- 1.13. **Responsive:** Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB or RFP. Their bid, offer, proposal or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, proposals or submittals from interested parties.
- 1.15. **Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, respondent, etc.

The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda -** The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The offeror should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the offerors responsibility to ensure receipt of all addenda and any accompanying documentation. The offeror is required to submit with its offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.

9.4 Delivery Orders against the contract shall be placed with the contractor in the form of a Purchase Order. Prices shall remain firm for all orders placed during first 12 months of the contract; price escalation may be allowed only in accordance Section 1, Item ST-17 (Cost Adjustments).

9.5 While this ITB is prepared on behalf of the City of Leesburg, it is intended to apply for the benefit of governmental agencies/jurisdictions as though they were expressly named throughout the document. Each agency/jurisdiction may purchase from the successful Bidder under the same terms and conditions of the contract with the City of Leesburg, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs provided in the contract. Individual using agencies shall be responsible for their product ordering and payment of invoices. Invoices shall be submitted to the addresses indicated on Purchase Orders.

9.6 Using agencies shall each be responsible for their product ordering and payment of invoices. Invoices shall be submitted to the addresses indicated for deliveries on the Purchase Orders.

9.7 Submission of a bid constitutes a representation on behalf of the prospective supplier that all requirements of these specifications have been reviewed, considered, and understood. All requirements of these bidding documents must be met unless the bidder specifically makes an exception in writing. Any and all exceptions must accompany the bid.

analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to provide requested technical assistance and/or training, and failure to respond in a timely manner to any CITY liquid sodium hypochlorite emergency.

8. SECURITY PROVISIONS

8.1 All Shippers and Contractors associated in any way to the final Agreement established for liquid sodium hypochlorite shall provide the CITY with a summary of the actions taken to reduce the possibility of criminal activity during packaging and shipment of products and materials to CITY facilities.

8.2 The Contractor (and their transportation companies, if applicable) shall send a list of names of representatives that are authorized to enter CITY facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list.

8.3 All delivery personnel must have a photo ID and appropriate company identification.

8.4 All Contractor personnel must sign in and out of CITY facilities. The purpose of their visit will be verified and validated by CITY personnel.

8.5 Chemical deliveries will strictly follow any CITY bulk off-loading policy and procedure where applicable.

8.6 No unscheduled or after-hours deliveries will be accepted without written permission from the City representative.

8.7 All deliveries must be made through the main entrance of each facility.

9. TERM OF CONTRACT AND SPECIAL CONDITIONS

9.1 The successful Contractor shall promptly enter into a Requirements Type Contract with the City of Leesburg, Florida upon notice of award selection. On Requirements bids, contract award shall bind the City and authorized municipal agencies to pay for, at unit bid prices, only quantities order and satisfactorily delivered. All stated quantities are estimated requirements for the City and do not constitute a maximum or minimum.

9.2 Quantities stated herein are given as a general guide for bid purposes only and are not guaranteed amounts. The contract will be for the City's total requirements and may be less or greater than those indicated by the Schedule of Bid Items.

9.3 The successful Bidder shall commence work under any subsequent Contract awarded through with ITB 150451, with adequate personnel and equipment, commencing on a date to be specified in a written Agreement approved by the City Commission continuing through September 30, 2018, with option(s) to renew not to exceed an additional three (3) years.

The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within sixty miles of Leesburg) and telephone contact numbers (24-hour contact numbers) within 30 days of award to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor.

This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts.

Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold the CITY harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of the CITY.

6.3.2 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the purchase order, to current CITY Water operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the purchase order period. The Contractor shall provide this assistance at no charge to the CITY.

6.3.3 Technical Assistance. The Contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water treatment process. The Contractor shall provide this assistance at no charge to the CITY.

7. TERMINATION

The Purchasing Manager by written notice may terminate any resultant Agreement and/or purchase order awarded in accordance with ITB 150451 in whole or in part, when it is in the City's interest, or for failure(s) to comply with the specification. If the resultant Agreement is terminated, the City shall be liable only for payment under the payment provisions of the Agreement for supplies rendered before the effective date of the termination.

Performance failures which can result in termination of the purchase order, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid sodium hypochlorite to meet the Specification at anytime, failure to provide a certificate of

6. OCCUPATIONAL HEALTH AND SAFETY

6.1 The Contractor shall ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit.

Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

6.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from the Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosivity and reactivity;
 - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

6.3 Emergency Plan of Action and Safety Training

6.3.1 Within 30 days of award of the Agreement for the supply of liquid sodium hypochlorite by the CITY, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the CITY to follow in case an emergency supply of liquid sodium hypochlorite is needed.

5.1.4 Sampling and Test of Shipment after Unloading: The City reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, latest revision, and the Specification. Three failures during any period of the contract Agreement shall constitute grounds for automatic termination of the Contractor's authority to provide liquid sodium hypochlorite to the CITY.

5.1.5 Certified Analysis: Contractor shall supply an affidavit with each delivery, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-99, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits. 5.2 Manufacturer's Laboratory Delivery Reports.

5.2 Manufacturer's Laboratory Delivery Reports

5.2.1 A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to the CITY.

5.2.2 The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

5.2.3 No deliveries will be accepted by the CITY unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Failure to comply with this provision three (3) times during the Agreement period shall constitute sufficient grounds for termination of the Agreement from the CITY.

5.3 Quarterly Reports

5.3.1 At the issuance of the Agreement and every 90 days, the Contractor shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the CITY. The Contractor shall supply the sample container and the driver shall collect the sample from the transportation equipment. This sample will be given to the CITY representative at the time of the sample and the CITY representative shall forward the sample to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for termination of the Agreement by the CITY.

5.3.2 Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the price bid.

5. QUALITY ASSURANCE, SAFETY AND TRAINING

5.1 Sampling and Testing

5.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B300- 99 standards, latest revision and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, and Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

5.1.2 The approved laboratories are listed below for all sampling and No other Laboratory shall be used unless authorized by the CITY.

Nova Chem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332

Xenco Laboratories
10200 USA Today Way
Miramar, FL 33025
Ph: 305-823-8500

5.1.3 Sampling and Testing Prior to Unloading: The Contractor's transportation equipment shall have a sample port to provide a sample for analysis prior to hooking up and transferring the load to a CITY storage tank. At the sole discretion of the CITY's representative, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before transferring the load to a CITY storage tank.

The CITY will supply the sample container and the driver shall collect the sample from the transportation equipment and turn it over to a City representative. The sample shall be considered representative of the load.

The City reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids.

The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60 minute period, the City shall allow the vendor to transfer the load.

Any load tested by the CITY that fails to comply with the Specification shall constitute grounds for rejection of that load. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, the CITY has the right to procure a shipment from another source. Three rejections of a load or shipment during any period of this purchase order shall constitute grounds for automatic termination of the Contractor's purchase order from the CITY.

No payment shall be made for sodium hypochlorite that is rejected.

4. PRODUCT MATERIAL REQUIREMENTS

4.1 Hypochlorite supplied to the CITY under any subsequent purchase order resulting from this ITB shall be tested and certified as meeting the Specification, the AWWA Standard B300-99, latest revision and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

4.2 It is the responsibility of the Contractor to inform the CITY that Contractor's NSF or UL certification has been revoked or lapsed within 24 hours of the time the Contractor receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the Agreement.

4.3 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

4.4 The liquid sodium hypochlorite shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

4.5 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

4.6 Liquid sodium hypochlorite delivered under this Specification shall have not more than 0.15% insoluble matter by weight.

4.7 Liquid sodium hypochlorite delivered under ITB shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L

4.8 The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

4.9 The suspended solids in the sodium hypochlorite delivered under any subsequent purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of Nova Chem and previously referenced in this Specification.

3.7 The CITY at its discretion reserves the right to change quantities and delivery dates of any previously scheduled delivery with a 24-hour advance notice.

3.8 The Contractor/representative shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, air-paddling; pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Contractor/representative shall furnish a CITY approved, leak-free connection device between the vehicle and CITY's intake receptacle. Contractor/representative shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

3.9 The Contractor 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 require delivery personnel's constant inspection and observation of unloading operations 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 sodium hypochlorite.

An experienced Contractor representative shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor/ representative shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. 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 Contractor and deducted from the amount due to that Contractor. 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 Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

3.10 The transporting equipment shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned.

3.11 All delivery vehicle drivers shall have a proper commercial driver's license issued through the State of Florida with the proper endorsements for the material(s) being carried.

3.12 Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, the Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

is defined as a delivery which is necessary in order to prevent the CITY Water Department from running out of sodium hypochlorite in less than 24 hours. The CITY Water Department shall endeavor to minimize the number of "emergency" deliveries.

3.2 All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to the five (5) locations as identified in 3.3 below. The sites have limited access and smaller than normal Transportation/delivery equipment may be required.

3.3 The five (5) delivery locations and associated storage tanks, volumes and daily estimated usage are as follows:

- a) Royal Highlands Water Treatment Facility, 21747 Royal Saint George Lane, Leesburg, Florida 34748.

One 1,500 Gallon Tank Daily Usage: 38 Gallons

- b) Highlands Lakes Water Treatment Facility, 26800 Cash Court, Leesburg, Florida 34748.

Two 600 Gallon Tanks Daily Usage: 22 Gallons

- c) Turnpike Wastewater Reclamation Facility, 1600 CR 470, Okahumpka, Florida 34762.

Two 1,600 Gallon Tanks Daily Usage: 165 Gallons

- d) Canal Street Wastewater Reclamation Facility, 628 North Canal Street, Leesburg, Florida 34748

Three 9,500 Gallon Tanks Daily Usage: 337 Gallons

- e) Main Water Treatment Plant, 223 South 5th Street, Leesburg, Florida 34748

Three 1,050 Gallon Tanks Daily Usage: 225 Gallons

3.4 Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00 A.M. and 2:00 P.M. Requests to deviate from this schedule must be confirmed with CITY representatives 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with CITY representatives so delivery personnel can gain access to the facility.

3.5 Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

3.6 All delivery personnel must have sufficient means and equipment to facilitate deliveries to unmanned and manned facilities.

2.3 Safety

2.3.1 Contractor must meet or exceed all requirements of the: Federal Occupational and Safety Health Act (OSHA) of 1970 and current amendments thereto for all phases of operation, protection, maintenance and handling; Department of Transportation (ICC) Regulations for Storage and Transportation; and State of Florida Regulations for Sewer/Water Treatment Plant and SAF Regulations.

2.3.2 Material Safety Data Sheet - In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), the contractor shall furnish a Material Safety Data Sheet (MSDS) with the initial delivery (one time basis). The MSDS must include the following information:

- The chemical and common names of the toxic substance;
- The hazards of risks in the use of the toxic substance;
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
- The emergency procedure for spills, fire disposal and first aid;
- A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
- The year and month (if available) the MSDS information was compiled and the name, address, and emergency telephone number of the manufacture responsible for preparing the information.
- Written certification that any MSDS so provided is current, accurate, complete, and in full compliance with the law. The parties hereby stipulate that, as between them, the foregoing matters are important and material and that any breach of the terms of this provision is a material breach of this contract.

2.3.3 Emergency Contact - Contractor must provide a contact person and a telephone number for emergency response on a 24-hour basis.

2.3.4 Contractor is responsible for complying with all federal, state and local laws concerning fulfilling its obligations for manufacture and delivery of chlorine.

2.3.5 Contractor must deliver chlorine within four (4) working days or LESS upon receiving order.

3. DELIVERY REQUIREMENTS

3.1 The Contract Awardee/Contractor shall make "normal" deliveries within 48 hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery

TECHNICAL SPECIFICATIONS

(REQUIREMENTS CONTRACT FOR LIQUID SODIUM HYPOCHLORITE 12.5%)

1. GENERAL

It is estimated that the City of Leesburg will require approximately 287,255 gallons annually. The quantities (see below Item 3 - Delivery Requirements) indicated are estimates for bidding purposes only. They are not to be construed as minimum or maximum quantities that the CITY is obligated or limited to purchase.

The intent and purpose of this specification document is for delivery of liquid Sodium Hypochlorite in bulk (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300-99, latest revision for Hypochlorite, except as modified or supplemented herein, to multiple locations of the City of Leesburg's Water Department (CITY).

2. BIDDER QUALIFICATION/SUBMITTALS

2.1 Bid Sample: Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from the Bidder's manufacturing facility which would serve the CITY to one of the approved testing laboratories listed in this Specification for analysis.

- The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time).
- The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the Bidder's sealed bid.
- Failure to submit a sample or meet the requirements of the Specification shall result in the Bidder being disqualified.

2.2 Other Samples: Further, the CITY reserves the right to take samples from the Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Bidder's quality.

The Bidder shall provide a customer contact and phone number in Lake, Marion, or Orange County whereby the CITY may obtain sample of Bidder's product to confirm it for compliance with the Specification. The CITY may choose to obtain a sample from this customer or from any of Bidder's customers to ensure compliance with the Specification. In such event, the CITY shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in the Bidder being disqualified.

- d) **Comprehensive General Liability** - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
- For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.
- e) **Business Automobile Liability** - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- f) **Workers' Compensation** - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

- The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
 - The provisions of the required insurance are subject to the approval of the CITY'S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - All liability insurance, except professional liability, shall be written on an occurrence basis.
 - The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.
- b) **Indemnification** - The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the contract.
- c) **Certificate of Insurance** - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, contract or lease begins.
- Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
 - The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

Products will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptability, appropriate invoicing, and warranty conditions.

ST-20. Warranty – The vendor agrees that, unless expressly stated otherwise in the bid, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor or manufacturer gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the City by any other provision of this solicitation.

ST-21. Risk of Loss - The vendor assumes the risk of loss of damage to the City's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the City. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

ST-22. Insurance and Indemnity Requirements

a) **Scope of Insurance** - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease. The following are the required insurance types and amounts. The City shall not change these requirements given the nature and risk involved in the type of work performed under a resulting Agreement.

- All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

ST-15. Delivery Location – Items and quantities of items orders shall be delivered to the locations indicated in Section 2.

ST-16. Term of Contract - The City seeks a firm-fixed price for the date of initial award through September 30, 2018. The performance period under this contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and accepted by the City's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

ST-17. Option to Renew - The City may renew the agreement for additional terms not to exceed an aggregate of three (3) years, if mutually agreed upon by the contractor and the City. Prices shall remain firm for all orders placed during the term of the contract; price escalation may be allowed only in accordance with the following provision.

ST-18. Cost Adjustments - The cost for all items as bid herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

ST-19. Acceptance of Goods or Services - The goods delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action

- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

The Local Vendor preference will be applied only to the items/amount used for purposes of bid evaluation and determining award.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to purch@leesburgflorida.gov or by calling the purchasing office at (352) 728-9880.

ST-9. Tie Bids - In the case of a tie in the best and final bid/offer between a Local Business Enterprise and a non-local business, contract or purchase award shall be made to the local business. Should there be a tie between one or more Local Business Enterprises the Local Business Enterprise closest to City of Leesburg City Hall located at 501 West Meadow St. as determined by the Purchasing Manager shall be awarded the contract or purchase.

ST-10. Method of Award - City reserves the right to award to multiple vendors. Award will be made to the bidder(s) submitting the lowest responsive bid and deemed responsible. Determination of low bid will consider the City's Local Vendor Preference when applicable.

- a. **Time of Delivery** - Time of delivery will be considered in determining award as this material is to be used in an upcoming construction project. Award to a higher cost bidder (even when including LVP) may be made should the lower cost bidder not be able to deliver the material prior to the project start date.

ST-11. Method of Payment

- All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- Failure to submit invoices in the prescribed manner will delay payment.
- Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

ST-12. Price Bid - Unit price bid includes freight and all expenses. Prices are FOB: Leesburg, FL.

ST-13. Labor, Materials, and Equipment Shall be Supplied by the Vendor - Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City.

ST-14. Shipping Terms, F.O.B. Destination - Inside Delivery: The F.O.B. point for any product ordered as a result of this solicitation shall be F.O.B. Leesburg, Florida 34748.

procurement representative and any relevant written document promulgated by the designated procurement representative.

ST-6. Delivery of Solicitation Response - To be considered for award, a response to this ITB must be received and accepted in the Purchasing Division, the date and time established within the solicitation. Allow sufficient time for transportation. Any bid received after this time shall not be considered. Late bids received will be retained by the Purchasing Division as required by Florida public records law.

Each sealed envelope shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing.

Delivery IN PERSON	THIRD PARTY CARRIER i.e., Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

ELECTRONIC SUBMISSIONS BY ANY MEANS WILL NOT BE ACCEPTED.

The City STRONGLY ENCOURAGES interested vendors to register with Public Purchase.

ST-7. Bid Tabulation – All bids that have been received in a timely manner will be opened by Purchasing Staff and prices recorded. A Final Bid Tabulation will be distributed when the awarded vendor(s) have been determined. The bids will be available for inspection in the Purchasing Division during normal business hours following issuance of a Final Bid Tabulation.

ST-8. Local Vendor Preference - (Applicable to projects whose cost is \$25,000 or greater.)
The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.

SECTION 1 – SPECIAL TERMS & CONDITIONS

ST-1. Purpose – The purpose of this solicitation is to purchase Liquid Sodium Hypochlorite supplies. Delivery locations are provided in Section 2.

ST-2. Information or Clarification - For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question & answer feature provided by Public Purchase. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum (See addendum section of Public Purchase Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

ST-3. Eligibility – Responses will only be considered from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services requested in this solicitation. The City may request vendors not known to them to provide verifiable evidence they are regularly engaged in providing or distributing the goods and/or performing the services being requested. Such evidence will be provided within 24 hours of the request for such evidence. The City may further request verifiable business references. Should the City be unsuccessful in verifying the business references or receives negative feedback the vendor will be deemed non-responsive and will not be considered for award. The City will be the sole determinant as to whether an award will be made to a vendor that has not previously conducted business with the City.

It is strongly suggested that vendors not having a past business relationship with the City provide their evidence of experience and business references with their bid response.

ST-4. Designated Procurement Representative - Questions concerning any portion of this solicitation shall be directed in writing [e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than three (3) working days before the bid opening date.

Terry Pollard, Senior Buyer
City of Leesburg | Purchasing Department
204 N. 5th Street, Leesburg, FL 34748
Phone: 352-728-9880 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

ST-5. Restricted Discussions – From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated



**CITY OF LEESBURG
FLORIDA**

INVITATION TO BID (ITB)

ITB TITLE: **LIQUID SODIUM HYPOCHLORITE**

ITB Number: 150451 Contracting Buyer: Terry Pollard

Bid Due Date: August 18, 2015 Pre-Bid Meeting: None

Bid Due Time: 2:00 P.M. Issue Date: August 3, 2015

Brief Description / Purpose

**INVITATION TO BID
No. 150451
City of Leesburg, Florida**

The City of Leesburg, Florida is seeking to purchase Liquid Sodium Hypochlorite. Details and specifications are outlined within this Invitation to Bid document. Sealed bids will be received until 2:00 PM, on August 18, 2015 at the office of the Purchasing Manager, 204 N. 5th Street, Leesburg, Florida, 34748. A public bid opening will be held shortly after that time at the same location.

Registered vendors may obtain a copy of the ITB online at www.publicpurchase.com. A copy may also be obtained by e-mailing a request to purch@leesburgflorida.gov or by calling (352)728-9880.

Publish: Public Purchase
August 3, 2015

Bid Package Distribution

The City of Leesburg uses Public Purchase (www.publicpurchase.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.

Registration with Public Purchase **is required** in order to download and view solicitation documents. Should time not permit please contact the Purchasing Division at (352) 728-9880 or by e-mail at purch@leesburgflorida.gov to obtain a solicitation document(s).

① Novakem

② Orange County Sup

③ SDS

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL).	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

**"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.
 **"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

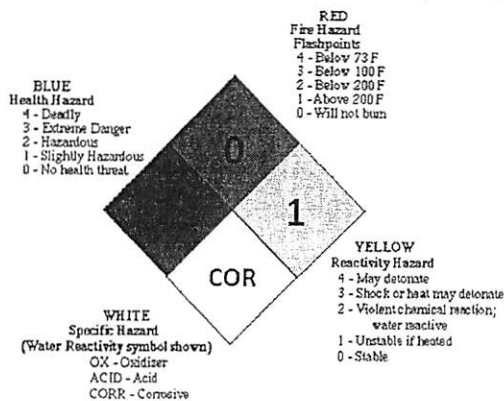
HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard 2 = MODERATE
 0 = INSIGNIFICANT 3 = HIGH
 1 = SLIGHT 4 = EXTREME



National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200). CORROSIVE

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory. This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:



Class E – Corrosive material – Corrosive to skin

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the MSDS contains all the information required by the Controlled Products Regulations.

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8
Packing Group: III
NAERG: Guide #157
Packaging Authorizations: Non-Bulk: 49 CFR 172.203; Bulk: 49 CFR 172.241
Packaging Exceptions: 49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8
UN/NA#: UN1791
Packing Group: III
Marine Pollutant: NO
EMS Number: F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8
UN/NA#: UN1791
Packing Group: III
Quantity Limitations: 49 CFR 175.75 - Cargo Aircraft Only: 60L . Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8
UN/NA#: UN1791
Packing Group: III

Marine Pollutant: No

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)
Sister chromatid exchange – human embryo 149 mg/ L
Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish: LC₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L

LC₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)

Acute toxicity to aquatic invertebrates: EC₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L

LC₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L

Acute toxicity to aquatic plants: LC₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality)

EC₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L

Acute phytotoxicity, aquatic plants: Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L

Acute toxicity, miscellaneous aquatic: Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)

TDLo - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat; 40-60 mg/m³ may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)

DNA repair – Escherichiacoli 20 µg/ disc;

DNA damage – Escherichiacoli 420 µmol/L;

Phage inhibition capacity – Escherichiacoli 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide.

For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!

Plan in advance for an occupational release and have necessary equipment and neutralization agents on-site. Contact Odyssey Manufacturing for assistance.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for lifting and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

- [Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing.
Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.
- [Storage] P405 – Store locked up.
- [Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



C - Corrosive



N- Dangerous for the environment

- Risk phrases: R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.

- Safety phrases: S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 20.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
79.7 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/06/13

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s):

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; Skin Irritant: 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word:

DANGER

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention]

P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.



ODYSSEY
MANUFACTURING CO.

Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- Gerry Erb, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Andy Fenske, City of Cape Coral, Chief Operator, 239-574-0877
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Andrew Greenbaum, Operations Manager, Tampa Bay Water, 813-929-4551
- John Bullard, City of Delray Beach, WT Plant Manager, 561-243-7317
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- Kenny Wise, City of St. Petersburg, SW WWTP Supt., 727-893-7497
- Troy Howell, City of Cocoa WT Plant, Superintendent, 407-568-5867
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
- Albert Jernej, City of Deerfield Beach, WTP Chief Operator, 954-480-4369
- Gary Framo, Orange County, Western Region WTP Manager, 407-884-5131
- Bill Washington, Pinellas County, South Cross Bayou WRF Superintendent, 727-582-7012

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
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NovaChem

Laboratories, Inc

Date: 29 June 2015

Call for results over the phone
513-523-3605

Odyssey Sample Analysis Results Received 26 June 2015

<u>Parameter</u>		
Wt% NaOCl	11.22	
GPL Available Chlorine	124	
Trade %	12.4	
Wt% NaOH	0.40	
Calculated pH	13.1	
Wt% Na ₂ CO ₃	0.219	
Specific Gravity, g/mL	1.1615	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	730	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.09	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, mg/L	70,900	
Sodium, g/L (estimate)	90	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.92	
Filter Test (1,000 mL)	0 min 58 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis

B.P. Bubnis

29 June 2015



ODYSSEY
MANUFACTURING CO.

AFFIDAVIT OF COMPLIANCE FOR

LIQUID SODIUM HYPOCHLORITE

ITB NO. 150451

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-10 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such.

Patrick H. Allman

General Manager

Attest

Secretary

NSF International

RECOGNIZES

ODYSSEY MANUFACTURING COMPANY

TAMPA, FL

AS COMPLYING WITH ANSI/NSF 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (1) 734 799-8010.

May 4, 2000

Certificate #25070/25070B

Sean S. Drazak
Sean S. Drazak, General Manager
Drinking Water Additives



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

03/20/12

Ultra-Chlor Sodium Hypochlorite Specification For 12.5 Trade Percent Available Chlorine

<u>Item</u>	<u>Guarantees</u>	<u>Typical Values</u>
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 – 0.4	0.25 – 0.35
pH:	12.3 – 12.7	12.4 – 12.6
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.8	11.0 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	0 – 5 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 – 2.50 centipois	1.75 – 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity :	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 – 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.

OCC. CODE

40 Employees

190.000000 Manufacturing

ACCOUNT NO.
215900
RENEWAL

Receipt Fee	120.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2014 - 2015

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

Paid 13-625-018605
09/23/2014 160.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1516698	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



COGDILL, MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619



ISSUED: 09/04/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1409040002397

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CFC057182	

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



WING, DAVID ALBERT
ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776





ODYSSEY
MANUFACTURING CO.

March 23, 2015

Mr. Marvin Rakes
Odyssey Manufacturing Co.
1484 Massaro Boulevard
Tampa, Florida 33619

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS AND
CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

Odyssey Manufacturing Co. is a Delaware corporation licensed to do business in the State of Florida. Patrick H. Allman, Odyssey Manufacturing Co.'s General Manager, has the authority to sign all bid documents and contracts on behalf of Odyssey Manufacturing Company.

Sincerely,

Marvin T. Rakes
President

CORPORATE SEAL

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
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ADDENDUM ACKNOWLEDGMENT

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status. The City will verify all declarations of a Local Vendor Preference.

My Firm Qualifies as a Tier I - Local Vendor for this solicitation
"Tier I Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.

My Firm Qualifies as a Tier II - Local Vendor for this solicitation
"Tier II Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.

My Firm does not qualify as a local vendor

Signatures

Odyssey Manufacturing Company

Name of Business

By:



Signature

Patrick Allman, General Manager

Printed Name & Title

813/635-0339

Telephone Number

pallman@odysseymanufacturing.com

e-mail Address

1484 Massaro Blvd.

Mailing Address

Tampa, Fl. 33619

City, State, Zip Code

SCHEDULE OF BID ITEMS

ITB No: 150451

Liquid Sodium Hypochlorite

Your Bid MUST BE submitted on this form.

VENDOR NAME: Odyssey Manufacturing Company

Item No.	Item Description	Unit	Estimated Annual Quantity	Cost Per Gallon	Total Price
1	Sodium Hypochlorite	Gallon	287,255	\$.56	\$ 160,862.80
Grand Total:				\$ 160,862.80	

Bidder's State license number and type:

CGC1516698 General Contractor / CFC057182 Plumbing Contractor

Include copy of license with your solicitation. Attached

Double check the Bid prices.

Amounts cannot be changed following the Bid due date and time.

BIDDER'S CERTIFICATION

- I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.
- I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the City adequate time to evaluate the bids and make award. Furthermore, I agree to abide by all conditions of the bid.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's proposal non-responsive.

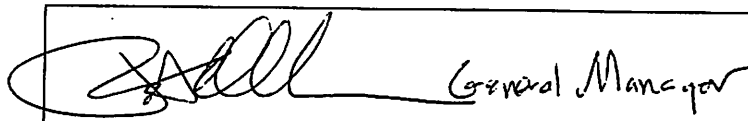
NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)


General Manager

SECTION 3 - FORMS

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

SOLICITATION NO:	150451		
TITLE:	Liquid Sodium Hypochlorite		
General Vendor Information			
Company Name:	<u>Odyssey Manufacturing Company</u>		
Physical Address:	<u>1484 Massaro Blvd., Tampa, FL. 33619</u>		
Mailing Address:	<u>same</u>		
Phone No.:	<u>813/635-0339</u>	Fax No.:	<u>813/630-2589</u>
FEIN No.:	<u>65-0846345</u>		

Provide information regarding who may be contacted regarding the solicitation response.

Additional Contact			
Name:	<u>Patrick Allman</u>		
Title:	<u>General Manager</u>		
Address:	<u>same as above</u>		
Phone No.:	<u>813/635-0339</u>	Fax No.:	<u>813/630-2589</u>
		Mobile Phone No.:	<u>813/335-3444</u>
e-Mail Address:	<u>pallman@odysseymanufacturing.com</u>		
Additional Contact			
Name:	<u>Marvin Rakes</u>		
Title:	<u>President</u>		
Address:	<u>same as above</u>		
Phone No.:	<u>813/635-0339</u>	Fax No.:	<u>813-630-2589</u>
		Mobile Phone No.:	<u>813/340-3675</u>
e-Mail Address:	<u>mrakes@odysseymanufacturing.com</u>		

consent to provide samples to Tampa Bay Water for testing if requested. We also agree to provide a safe handling training course and "refresher courses" for all of your chemicals for the duration of the contract. We have never failed to or refused to make a chemical delivery for any product we have been awarded a purchase order. This is in stark contrast to other chemical manufacturers! We take no exceptions to the bid documents. You may take a sample of our sodium hypochlorite at any time from any one of your facilities or off of a truck at time of delivery. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Patrick H. Allman
General Manager

Over the past sixteen years, Odyssey Manufacturing Co. has provided superior service to the City of Leesburg including never missing a delivery, providing emergency support on numerous occasions and providing a significant amount of technical assistance. As you know, we are the only chemical manufacturer/distributor that is accessible and open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. Additionally, Odyssey Manufacturing also agrees to continue to provide unlimited technical assistance to the City of Leesburg to assist it with its operations at no charge as part of the sodium hypochlorite supply. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections on behalf of the owner, drawing review, engineering and design. As a licensed contractor, Odyssey has performed over two thousand chemical system installations in the State of Florida and assisted with numerous others in addition to providing service work, spill response and temporary systems as required.

Odyssey sets the standard for reliability in the marketplace. We have never missed a delivery in over sixteen years of service to the water and wastewater treatment industry. This should be the litmus test for reliability and should be factor in any Bid Evaluation particularly when considering a company with the same ownership and management in place for the past sixteen years. In addition to never missing a delivery, we have also made numerous emergency deliveries as well. Additionally, Odyssey has pro-actively topped off all of our customer's tanks before each hurricane over the past sixteen years!

Sodium hypochlorite is the most important chemical you purchase. Its use is mandated by an assortment of regulatory agencies and its failure can lead to severe consequences for the utility including system wide boiled water notices and hefty FDEP and EPA fines. Hypochlorite is very unique because of its essential use in water treatment, short shelf life, "just in time" delivery requirements and rapid degradation if fouled by impurities in the manufacturing process. Sodium hypochlorite is the only chemical that City of Sarasota County purchases that if you leave it in a drum for one year will be completely gone. For example, a drum of 50% caustic will still be a drum of 50% caustic after one year. A drum of 12.5% sodium hypochlorite will be salt water after one year with no disinfection capability. A drum of 50% caustic laden with 2 ppm iron and other metals will still be a drum of 50% caustic after one week (or even after one year). A drum of 12.5% sodium hypochlorite containing 2 ppm iron and other metal impurities will be a drum of 5% – 6% sodium hypochlorite after one week and thus have half the disinfection power and require twice as much to be fed.

As you know, Odyssey provides a superior product for two reasons: (1) We have a superior process; and (2) We care about quality (we just don't pay lip service to it and tell you we are "improved" or just as good as Odyssey). Frankly, if 95% of our business was pool stores to which we delivered 8% - 9% bleach laden with iron, metals, sludge and other impurities to them because they don't care about quality why would we bother to spend an extra \$.20 per gallon to make the correct strength bleach and another \$.05 per gallon to properly filter the bleach? Instead, I would probably target the 4% of the municipal market which buys on "price per gallon" and not the total cost when usage and maintenance is factored in and sell them the same slop. This same group doesn't care when their bleach comes late or doesn't come at all either because they continue to put up with it as long as they perceive they are paying less per gallon. It is not what a company says they will do it is what they have consistently done in the past is what you will get!

Please call our customers to compare Odyssey Ultrachlor with other suppliers! Because of its short shelf life, buying a superior quality sodium hypochlorite will result in significant savings. We have examined your specifications and can comply with all the requirements. Additionally, we hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and

- Enclosure (6) is the NSF-60 certification for Odyssey Ultrachlor sodium hypochlorite.
- Enclosure (7) is a product affidavit of compliance.
- Enclosure (8) is the third party laboratory results for Odyssey Ultrachlor sodium hypochlorite as manufactured by Odyssey Manufacturing at its Tampa facility from the past ninety days.
- Orange County currently uses Odyssey Manufacturing Co. and can pull samples at any of its water treatment or wastewater treatment plants to ascertain the quality of its sodium hypochlorite. Gary Framo is the point of contact at 407-884-5131 for obtaining samples.
- Enclosure (9) is a list of References is Attached to aid in the Proposal Evaluation. Almost all of these references have used not only Odyssey Manufacturing Co. but other suppliers and we would urge you to call them and compare the safety, reliability, quality and service of Odyssey to its competitors.
- Safety is extremely important and should be a major consideration in the Utility's "informed decision process". Odyssey Manufacturing has zero "Safety Incidents" in the past five years for any chemical that it sells (defined as all chemical accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents")). Additionally, we would direct Sarasota to the National Response Center website (www.nrc.uscg.mil/download.html) and general website searches where one can download safety incidents of the various bidders. Odyssey's record is in sharp contrast to other chemical suppliers who have had numerous incidents including delivering sodium hypochlorite into acid tanks at the City of Coral Springs WTP and a Pinch a Penny Pool Store in Merritt Island in the past two years alone. Please do a website search or call our reference list to ascertain not only our record but those of other suppliers.
- Emergency Preparedness Planning, Spill Response, Technical and Engineering Support and also emergency points of contact would be our Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, Marvin Rakes, President (813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State or the on-duty Plant Supervisor (800-ODYSSEY). All technical and engineering assistance would be provided at no charge. As you know, Odyssey Manufacturing Co. has provided the City of Leesburg numerous amounts of emergency and technical support along with technical assistance over the past sixteen years much of it at no charge. This information can be attested to by the current group of managers and supervisors.
- In addition to being the largest sodium hypochlorite supplier to the water and wastewater industry in Florida, Odyssey Manufacturing Co. is a licensed plumbing and general contractor who specializes in chemical system design, installation and repairs. Enclosure (3) is a copy of our plumbing and general contractor's licenses. We have installed over 2,000 chemical systems in Florida and have done service work for most of the utilities in Florida to whom we sell sodium hypochlorite including the City of Leesburg.
- We will use no subcontractors or affiliates in the performance of any work under this proposal. This is in sharp contrast to other suppliers in the marketplace all of whom use third party driving companies and who must subcontract out any service work since they are not licensed contractors.
- Enclosure (10) is a Safety Data Sheet (SDS).
- Company Brochure is attached (see enclosure (11)).
- Company Manufacturing Process Flow Chart is attached demonstrating the superiority of Odyssey's manufacturing process with regard to quality and reliability (see enclosure (12)).
- Odyssey Manufacturing Co. is a Drug Free Workplace and has an active program in-place to randomly test its employees



July 12, 2015

Mr. Terry Pollard
Senior Buyer
City of Leesburg
Purchasing Department
204 North 5th Street
Leesburg, FL 34748

Re: **CITY OF LEESBURG BID NO. 150451**
LIQUID SODIUM HYPOCHLORITE

Encl: (1) Bid Forms: (4 Pages)
(2) Authority to Sign Bid Letter
(3) Professional Licenses
(4) Hillsborough County Occupational License
(5) Product Specification
(6) NSF-60 Certification
(7) Product Affidavit
(8) Third Party Laboratory Analysis of Sodium Hypochlorite
(9) List of References
(10) Safety Data Sheet
(11) Odyssey Manufacturing Co. Brochure
(12) Odyssey Manufacturing Co. Process Flow Chart

Dear Mr. Pollard,

Odyssey Manufacturing Company is pleased to submit our proposal for the above referenced Invitation to Bid (ITB) for the supply of sodium hypochlorite to the City of Leesburg. In accordance with your instructions, we have enclosed one original and two copies of the "Bid Forms" and all other requested documentation. Odyssey takes no exceptions to the Specification or any of the bid documents.

Odyssey Manufacturing is pleased to offer the City of Leesburg a delivered price of \$.56 per gallon for its Ultrachlor 12.5 Trade Percent sodium hypochlorite for the entire three-year initial term of the contract for the "tanker" deliveries. Enclosures (1) through (12) are provided to assist in the City of Leesburg's Bid Evaluation. Additionally, Odyssey makes the following claims or warrants:

- Enclosures (1) are required submittals as outlined in the Request for Bids.
- Enclosure (2) is an Authority to Sign Letter
- Enclosure (3) is a copy of Odyssey's professional licenses including its General Contractor and Plumbing contractor licenses
- Enclosure (4) is Odyssey's Hillsborough County Occupational License.
- Enclosure (5) is the Product Specification for Odyssey Ultrachlor sodium hypochlorite.

MANUFACTURERS OF **ULTRACHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

Leesburg

ITB 150451 - LIQUID SODIUM HYPOCHLORITE
Bid Tabulation Sheet
August 18, 2015, 2:00 P.M.

Bidder Name	Cost Per Gallon	Total Bid on Estimated Annual Quantity of 287,255 Gallons
ALLIED UNIVERSAL CORP.	. 578	\$ 116,033. ³⁹
ODYSSEY MANUFACTURING	. 56	\$ 160,862. ⁸⁰

Recorder: Tony Pellard

Witness: [Signature]


Exhibit "A"

SCOPE OF SERVICES

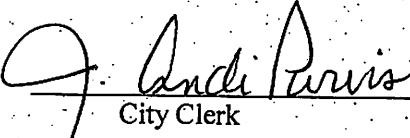
- I. **Work.** CONTRACTOR shall perform all work in accordance with the Contract Documents for furnishing Liquid Sodium Hypochlorite Supplies as required by ITB 150451.
- II. **Technical Specifications.** Technical specifications for this project are comprised of Section 2, Pages 1 through 11 contained in Invitation to Bid 150451 are incorporated by reference and made a part hereof.
- III. **General Conditions.** The General Terms and Conditions from the Invitation to Bid 150451 are incorporated by reference and made a part hereof.
- IV. **Vendor Bid Response.** The original bid response submitted by the Contractor is incorporated by reference and made a part hereof.
- V. **Payment.** Payment to CONTRACTOR shall be FOB Destination on a Net-30 basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.


THE CITY OF LEESBURG, FLORIDA

By: 
Mayor/Commissioner

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

ODYSSEY MANUFACTURING
COMPANY

By: 

Printed: Marvin T. Rakes

Its: PRESIDENT
(Title)

Date: 8/21/15

16. **Nonappropriation.** The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- (a) A nonappropriation has occurred, and
- (b) The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

17. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be PATRICK ALLMAN, General Manager. The primary contact person under this Agreement for the CITY shall be AL PURVIS, Chief Plant Operator.

18. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

19. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

20. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

21. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. **Payment.** CITY shall compensate CONTRACTOR for their products in the following manner: SEE EXHIBIT "A".

10. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

11. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

12. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

13. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

14. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

15. **Term and Termination.** The initial term of this Agreement shall be from date of award through September 30, 2018, and includes a option to renew the agreement for an additional periods not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

5. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

7. **Access to Records.** CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

F. All liability insurance, except professional liability, shall be written on an occurrence basis.

G. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

H. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

I. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

K. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

4. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of

**FIXED UNIT PRICE REQUIREMENTS
AGREEMENT**

THIS AGREEMENT is made as of the 14th day of September in the year 2015, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Commodities.** The CONTRACTOR shall provide and deliver the following Supplies: **Liquid Sodium Hypochlorite 12.5% as specified in accordance with EXHIBIT "A"**. Nothing herein shall limit the CITY'S right to obtain this product from other contractors. The products to be provided under this agreement shall not exceed the unit cost of **\$.56 per gallon**. The cost of the products shall not exceed this amount unless the CITY has executed a written change order approving any increase. Said price includes all labor, equipment, materials and delivery.

2. **Labor and Materials.** All work will be done in a competent and workmanlike manner, using quality, new materials. CONTRACTOR shall guarantee all materials and workmanship furnished under this agreement for a period of 365 days from completion.

3. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A".

A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.

B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

C. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work:

D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

E. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.



August 21, 2015

Terry Pollard
Contract Specialist
City of Leesburg
Purchasing Division
205 N. 5th Street
Leesburg, Florida 34748

RE: ITB 150451 - Liquid Sodium Hypochlorite Agreement

Encl: (2) Executed originals of Fixed Unit Price Requirements Agreement
(1) Certificate of Liability Insurance

Dear Terry:

Please find enclosed (2) executed originals of the Fixed Unit Price Requirement Agreement for Liquid Sodium Hypochlorite and (1) Certificate of Liability Insurance stated above.

If I can be of further assistance, do not hesitate to call me at 1-800-ODYSSEY or cellular 813-335-3444.

Sincerely,

Patrick H. Allman
General Manager

Enclosures: as noted

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

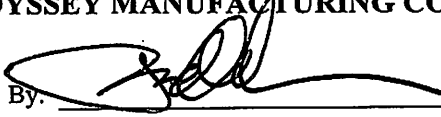
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date stated in the preamble to this Agreement.

CITY OF LEESBURG, FLORIDA

ODYSSEY MANUFACTURING COMPANY

By: _____
H.D. Robuck, III, Mayor

By:  _____

Attest: _____
City Clerk

Its: General Manager _____

Approved
As To Form: _____
City Attorney

Date: 7.27.18 _____

**FIRST AMENDMENT
TO A FIXED UNIT PRICE REQUIREMENTS
AGREEMENT**

THIS AGREEMENT is made as of the 13th day of August in the year 2018, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on September 14, 2015, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide liquid sodium hypo-chlorite to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the CITY and the CONTRACTOR desire to enter into an Amendment extending the term of the original Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to extend the term of the Agreement through September 30, 2021.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.
4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

RESOLUTION NO. 10,243

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT ONE TO THE EXISTING UNIT PRICE AGREEMENT EXTENDING THE TERM OF THE AGREEMENT FOR LIQUID SODIUM HYPOCHLORITE PRODUCTS WITH ODYSSEY MANUFACTURING COMPANY; AND PROVIDING AN EFFECTIVE DATE.


BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an Amendment One to an existing agreement with ODYSSEY MANUFACTURING COMPANY whose address is 1484 Massaro Boulevard, Tampa, Florida 33619 (email: pallman@odysseymanufacturing.com) for Liquid Sodium Hypochlorite water treatment supplies.

THAT all future expenditures for goods ordered under this Agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

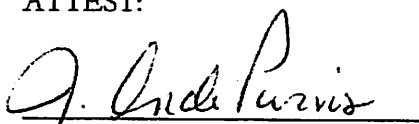
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 13th day of August 2018.



H.D. Robuck, III, Mayor

ATTEST:

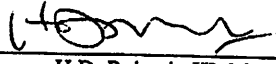


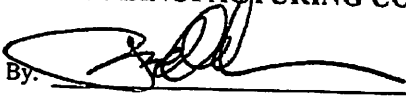
City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date stated in the preamble to this Agreement.

CITY OF LEESBURG, FLORIDA

ODYSSEY MANUFACTURING COMPANY

By: 
H.D. Robuck, III, Mayor

By: 

Attest: 
City Clerk

Its: General Manager

Approved
As To Form: 
City Attorney

Date: 7.27.18

**FIRST AMENDMENT
TO A FIXED UNIT PRICE REQUIREMENTS
AGREEMENT**

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WITNESSETH:

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[Signature page follows.]

metal impurities). Third, Odyssey has demonstrated the ability in the past to respond to chemical system emergencies when other chemical suppliers were unable to do so.

Other benefits include reduced bromate levels (a known carcinogen which became regulated in drinking water beginning January of 2004) and reduced perchlorate and chlorate levels (EPA has stated that they intend to regulate these substances in drinking water when more toxicity data from ongoing studies is available but for now are regulating them through NSF). Another advantage is that Odyssey never misses a delivery! Finally, Odyssey has never delivered sodium hypochlorite to its customers that did not meet the customer's (and Odyssey's) specification including iron content!

As the longest continuous running chlor-alkali manufacturing facility in the country, Odyssey Manufacturing Co. can offer a unique combination of high quality combined with a very competitive cost structure. We make our raw materials (chlorine and caustic) on-site out of highly purified salt and demineralized water utilizing a membrane cell electrolysis process. Not only does this process result in high quality bleach but also makes our product cost very competitive as we do not have to pay out of state third parties to make the raw materials for us and have them shipped down by railcar. This is the reason we are able to offer this fixed pricing with no price protection for the upcoming three years while providing a superior quality product.

Several key points about Odyssey and its offer to supply of sodium hypochlorite (a.k.a. "bleach"):

- Sodium hypochlorite is the only product that you purchase that has a very short shelf life. The shelf life is greatly impacted by the quality of the sodium hypochlorite. One could easily feed twice as much product with poorer quality bleach and a 10% savings in unit cost could be overshadowed by a 50% increase in usage. It usually takes about four to five deliveries to "flush out" all the impurities found in competitor's sodium hypochlorite before you begin to see the dramatic usage savings.
- Sodium hypochlorite is the only product that decomposes by "off-gassing". High quality sodium hypochlorite will not off-gas which leads to vapor locking of the chemical feed equipment. A high quality sodium hypochlorite will not lock up chemical feed equipment because of sludge. Many power plants had some of these problems with other sodium hypochlorite manufacturers prior to using Odyssey!
- Odyssey offers un-paralleled service and quality compared to its peers based on your own experience.
- Odyssey provides unlimited technical support as demonstrated by the support we have provided the water and wastewater treatment industry the past seventeen years with regard to their equipment.

Thank you for your consideration. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager



August 19, 2018

Mr. John Fawcett
WTP Superintendent
City of Hallandale Beach
215 N.W. 6th Avenue
Hallandale Beach, Florida 33009

Re: **SODIUM HYPOCHLORITE SUPPLY TO THE CITY OF HALLANDALE BEACH**

Dear Mr. Fawcett,

As a follow-up to your request, Odyssey Manufacturing Co. is supplying the City of Hallandale Beach sodium hypochlorite at a unit price of \$.56 per gallon under a piggyback arrangement with the City of Leesburg. The City of Leesburg contract was recently renewed for an additional three year term through September 30, 2021. Odyssey agrees to permit the City of Hallandale Beach to continue to piggyback the City of Leesburg bid for its Ultra Chlor 12.5% sodium hypochlorite at a unit price of \$.56 per gallon effective when our current contract expires on September 30, 2018 through September 30, 2021. This price is fixed to the water treatment and re-use treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. I have attached the supporting documentation including the original bid package, Odyssey's bid, the award information and the renewal letter. Mike Thornton is the point of contact with the City of Leesburg @ 352-728-9280. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at both your Water and Wastewater Treatment facilities.

As part of its sodium hypochlorite supply, Odyssey will continue to furnish three 3,000-gallon sodium hypochlorite tanks inside the existing concrete containment at the WTP *at no charge*. This includes all of the necessary piping to make a functional system. Odyssey is a licensed general and plumbing contractor who specializes in chemical system design, permitting, equipment supply and installation and service work. As you know, we recently installed your HFS system at the WTP. At the end of the our sodium hypochlorite supply contract, the City of Hallandale Beach would own these tanks and the associated piping *at no charge*. In the interim, Odyssey would perform any required maintenance or change-outs on these tanks during the two year period. This plan allows the City of Hallandale Beach to not be "captive" to any sodium hypochlorite supplier because they don't own their tanks with no outlay of capital dollars.

In addition to the guaranteed pricing, the City of Hallandale Beach will achieve additional cost savings in three areas with the Odyssey Ultrachlor. First, Odyssey Ultra Chlor contains virtually no metal impurities. This lack of metal impurities (primarily nickel and cobalt) means less gassing of the bleach which is a form of decomposition and translates to a significantly longer half-life (e.g., lower decomposition rate) on the order of magnitude of 10% to 100%. This factor by itself should decrease total consumption by approximately 10% or so depending on how long the product is stored prior to being used thus resulting in cost savings. Second, additional cost savings will also result from reduced O&M expenses since you will not have any feeder system pluggages caused by high suspended solids (e.g., the black goo on the inside of sodium hypochlorite tanks) or gassing (from