

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".

Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

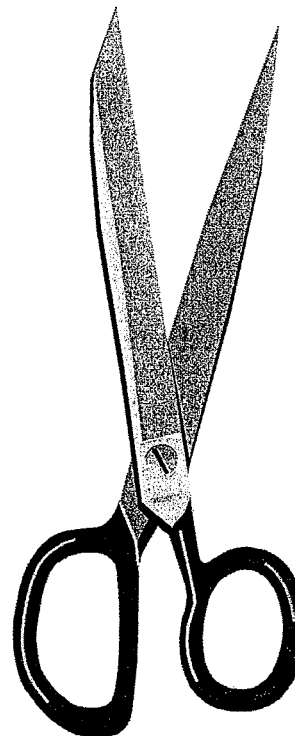
SEALED BID NO.: 178-0270-B(JA)

BID TITLE: SODIUM HYPOCHLORITE – LIQUID
(12.5 Trade Percent Available Chlorine)

DUE DATE/TIME: May 15, 2018 @ 3:00 p.m.

SUBMITTED BY: Odyssey Manufacturing Company
(Name of Company)



DELIVER TO: PINELLAS COUNTY PURCHASING
Board of County Commissioners
Annex Building – 6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you may have obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

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| SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756 |  <h1 style="text-align: center;">INVITATION TO BID</h1> |
| ISSUE DATE: April 24, 2018 | BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED |
| TITLE: SODIUM HYPOCHLORITE – LIQUID (12.5 TRADE PERCENT) | BID NUMBER: 178-0270-B(JA) |
| SUBMITTAL DUE: May 15, 2018 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE. | PRE-BID DATE & LOCATION: NOT APPLICABLE |
| DEADLINE FOR WRITTEN QUESTIONS: May 4, 2018 BY 3:00 P.M. SUBMIT QUESTIONS TO: JEANNE ARMSTRONG AT jarmstrong@pinellascounty.org Phone: 727-464-5323 Fax: 727/464-3925 | |
| <p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow. |  JOSEPH LAURO, CPPO/CPPB Director of Purchasing |

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: 0 % 0 DAYS, NET **45** (PER F.S. 218.73) *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ 0

BIDDER (COMPANY NAME): Odyssey Manufacturing Company **D/B/A** _____

MAILING ADDRESS: 1484 Massaro Blvd. **CITY / STATE / ZIP** Tampa, Fl. 33619

COMPANY EMAIL ADDRESS: pallman@odysseymanufacturing.com

PHN: (813) 635-0339 **FAX:** (813) 630-2589

***REMIT TO NAME:** Odyssey Manufacturing Company
 (As Shown On Company Invoice)

CONTACT NAME: Patrick Allman


FEIN# 65-0846345

PRINT NAME: Patrick Allman

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

EMAIL ADDRESS: pallman@odysseymanufacturing.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: 

| FORMS CHECKLIST | |
|-------------------------|-------------------------------------|
| COPY OF COMPANY INVOICE | <input checked="" type="checkbox"/> |
| W-9 (TAXPAYER ID) | <input checked="" type="checkbox"/> |

PRINT NAME/TITLE: Patrick Allman, General Mgr.

SEE PAGE 25 SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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| SECTION A - GENERAL CONDITIONS |
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1. **PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. **DESCRIPTION OF SUPPLIES:**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. **ALTERNATES:**

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

4. **SUBMISSION OF BID:**

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice

5. **REJECTION OF BID:**

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid, including insurance requirements.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.

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| SECTION A - GENERAL CONDITIONS |
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- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

6. **WITHDRAWAL OF BID:**

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

7. **LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp. In addition, late bids will not be accepted, will be rejected and will be returned for any reason.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

8. **PUBLIC REVIEW AT BID OPENING:**

Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

9. **BID TABULATION INQUIRIES:**

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

10. **AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

SECTION A - GENERAL CONDITIONS

11. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**
Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
12. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**
The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
13. **PROVISION FOR OTHER AGENCIES:**
Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
14. **COLLUSION:**
The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:**
All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
16. **SAFETY DATA SHEETS REQUIREMENTS:**
If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for five (5) years from the date of final payment.
18. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

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| SECTION A - GENERAL CONDITIONS |
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19. **MULTIPLE COPIES:**
Unless otherwise specified, responses to an Invitation to Bid (ITB) or Request for Proposal (RFP) should be submitted in duplicate.
20. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
 - b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
 - c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
22. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
23. **"OR EQUAL" DETERMINATION:**
Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person
24. **INSURANCE:**
Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

SECTION A - GENERAL CONDITIONS

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

27. **PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

SECTION A - GENERAL CONDITIONS

INVOICE INFORMATION:

- Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO
- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:**
Payments to Pinellas County are subject to applicable Florida taxes.

29. **TERMINATION:**

- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

30. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)

SECTION A - GENERAL CONDITIONS

31. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
32. **MATERIAL QUALITY:**
All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**
The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder that has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
35. **EXCEPTIONS:**
Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
36. **NON-EXCLUSIVE CONTRACT:**
Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
37. **PUBLIC RECORDS/TRADE SECRETS:**
Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

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| SECTION A - GENERAL CONDITIONS |
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- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

38. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

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| SECTION A - GENERAL CONDITIONS |
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39. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

40. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

41. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

42. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

43. **JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

44. **CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.

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| SECTION A - GENERAL CONDITIONS |
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- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

45. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

(a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

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| SECTION A - GENERAL CONDITIONS |
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(e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

46. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

- 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
- 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

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| SECTION A - GENERAL CONDITIONS |
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- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party if it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

47. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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| SECTION B – SPECIAL CONDITIONS |
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Bid Title: Sodium Hypochlorite – Liquid (12.5 Trade Percent)
Bid Number: 178-0270-B (JA)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to solicit bids for **Sodium Hypochlorite – Liquid (12.5 Trade Percent)** to be ordered and delivered, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period of five (5) years with unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) for Chemical Manufacturing, Series Id: PCU325, Not Seasonally Adjusted, for the twelve (12) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted four (4) months prior to contract anniversary date. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date shall not be considered.

4. **PURCHASES AT LOWER PRICING:**
 If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to the County or the County may purchase that item for the lower price from another provider. The County will provide proof that the lower price is offered by another provider. If the successful contractor(s) lowers their pricing during the term of the contract, the successful contractor(s) shall automatically furnish the lower price to the County without prompting.
5. **SUBMISSION OF BIDS:**

Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) electronic via thumb drive or CDs. The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. Why does Pinellas County Government want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

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| SECTION C – INSURANCE REQUIREMENTS |
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Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

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- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that bidder include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
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SECTION C – INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

SECTION C – INSURANCE REQUIREMENTS

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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| Per Employee | \$500,000.00 |
| Per Employee Disease | \$500,000.00 |
| Policy Limit Disease | \$500,000.00 |

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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| Combined Single Limit Per Occurrence | \$1,000,000.00 |
| Products/Completed Operations Aggregate | \$2,000,000.00 |
| Personal Injury and Advertising Injury | \$1,000,000.00 |
| General Aggregate | \$2,000,000.00 |

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy. No wrongful delivery exclusion allowed.

Limit

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| Combined Single Limit Per Accident | \$1,000,000.00 |
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(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

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| Each Occurrence | \$4,000,000.00 |
| General Aggregate | \$4,000,000.00 |

(5) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting

SECTION C – INSURANCE REQUIREMENTS

loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

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| Per Claim or Occurrence | \$5,000,000.00 |
| General Aggregate | \$5,000,000.00 |

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- (6) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

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| SECTION E – SPECIFICATIONS |
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Bid Title: Sodium Hypochlorite – Liquid (12.5 Trade Percent)
Bid Number: 178-0270-B (JA)

A. OBJECTIVE

Pinellas County Utilities seeks to establish a contract for the purchase and delivery of Liquid Sodium Hypochlorite (12.5 Trade Percent) used as a disinfectant, to its facilities as, when and where required.

B. SITE LOCATIONS:

Note the quantity capacity under method of delivery for each location.

| Location | Storage Capacity/Gallons | Est. Annual Usage/Gallons | Method of Delivery |
|--|--------------------------|---------------------------|--|
| S.K. Keller Water Plant 3655 Keller Circle Tarpon Springs, FL 34688 | 48,000 | 1,636,000 | Bulk Delivery - Tanker Load - 4,500 Gallon |
| North Booster Station 27707 US Hwy 19 N Clearwater, FL 33761 | 5,000 | 60,000 | LTL – 2,750 Gallon Small Truck or comparable |
| Logan Water Booster Station 1620 Ridge Road Largo, FL 33778 | 2,000 | 36,000 | LTL – 2,750 Gallon Small Truck |
| Capri Water Booster Station 12050 2 nd Street East Treasure Island, FL 33706 | 2,000 | 20,000 | LTL – 2,750 Gallon Small Truck |
| W.E. Dunn Wastewater Plant 4111 Dunn Drive Palm Harbor, FL 34683 | 6,500 | 6,000 | LTL – Bulk Delivery – Tanker Load – 500 Gallon |
| Gulf Beach Water Booster Station 4501 Gulf Boulevard St. Pete Beach, FL 33706 | 810 | 6,000 | LTL – 2,750 Gallon Small Truck |
| South Cross Bayou Wastewater Plant 7401 54 th Avenue North St. Petersburg, FL 33709 | 36,000 | 250,000 | Bulk Delivery - Tanker Load - 4,500 Gallon |
| McKay Creek Wastewater Plant 11700 Hamlin Blvd Largo, FL 33774 | 8,000 | 17,500 | LTL – Bulk Delivery – Tanker Load – 500 Gallon |
| Pump Station 016 10458 Park Blvd Seminole, FL 33772 | 1,200 | 57,500 | LTL – Bulk Delivery – Tanker Load – 500 Gallon |
| Solid Waste Water Treatment Plant 2861 110 th Ave N St. Petersburg, FL 33716 | 12,000 | 64,000 | Bulk Delivery - Tanker Load - 4,500 Gallon |
| Solid Waste Water Treatment Plant 11418 34 th Street N St. Petersburg, FL 33762 | 5,000 | 40,000 | Bulk Delivery - Tanker Load - 4,500 Gallon |
| Total Estimated Annual Gallons 2,193,000 | | | |

SECTION D – VENDOR REFERENCES

Bid Title: Sodium Hypochlorite – Liquid (12.5 Trade Percent)

Bid Number: 178-0270-B (JA)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Odyssey Manufacturing Company

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 18 yrs.

BUSINESS ADDRESS: 1484 Massaro Blvd., Tampa, FL. 33619

HOW LONG IN PRESENT LOCATION: 18+ years

TELEPHONE NUMBER: 813/635-0339 FAX NUMBER: (813) 630-2589

TOTAL NUMBER OF CURRENT EMPLOYEES: 62 FULL TIME PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 25

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: Manatee County
ADDRESS: 17915 Waterline Rd. Bradenton, FL. 34212
TELEPHONE/FAX: 941/345-0036// 941/747-4176
CONTACT: David Rodriguez
CONTACT EMAIL: david.rodriquez@mymanatee.org
COMPANY EMAIL ADDRESS: same

2. COMPANY: Tampa Bay Water
ADDRESS: 2575 Enterprise Rd. Clearwater, FL. 33763
TELEPHONE/FAX: 813/957-6170// 727/791-2388
CONTACT: Andrew Greenbaum
CONTACT EMAIL: agreenbaum@tampabaywater.org
COMPANY EMAIL ADDRESS: same

3. COMPANY: City of St. Petersburg
ADDRESS: 1160 62nd Ave. St. Petersburg, FL. 33702
TELEPHONE/FAX: 727/892-5116// 727/823-9152
CONTACT: Craven Askew
CONTACT EMAIL: craven.askew@stpete.org
COMPANY EMAIL ADDRESS: same

4. COMPANY: City of Pompano Beach
ADDRESS: 301 NE 12th Ave. Pompano Beach, FL. 33060
TELEPHONE/FAX: 954/809-5600// 954/545-7046
CONTACT: Phil Hyer
CONTACT EMAIL: phil.hyer@copbfl.com
COMPANY EMAIL ADDRESS: same

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| SECTION E – SPECIFICATIONS |
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C. REQUIREMENTS:

1. **Bidder Qualifications:** Bidder shall submit a sample of their Liquid Sodium Hypochlorite product, representative of the manufacturing process from the bidder's facility that would provide the Liquid Sodium Hypochlorite to a testing laboratory certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health (FDOH). The laboratory shall ascertain whether the bidder's product is in compliance with this specification per Section E – Specifications, C. Requirements, 2. Product Requirements. The cost of the analysis shall be borne by bidder. **The results of the laboratory analysis shall be submitted with the bidder's bid submittal.**
2. **Product Requirements:** Product shall be liquid sodium hypochlorite (12.5 trade percent) destination/freight included (FOB) in accordance with American Water Works Association's (AWWA) Standard B-300-99 for hypochlorite, except as modified or supplemented herein.

Sodium Hypochlorite – Physical and Chemical Properties

- a) Liquid sodium hypochlorite supplied under this specification shall contain, as a minimum, twelve and one half (12.5) trade percent sodium hypochlorite or 11.55 percent by weight sodium hypochlorite and shall be consistent as determined by chemical analysis.
 - b) The strength of the Sodium Hypochlorite solution shall be based upon the available Cl₂ (Chlorine) content as determined by AWWA standard B-300-99, latest revision.
 - c) The liquid Sodium Hypochlorite supplied 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 Sodium Hypochlorite. The liquid sodium hypochlorite must have a pH value between 11.0 and 13.0 in order to give the most stable solution. The manufacturer shall furnish an affidavit attesting that the supplied Sodium Hypochlorite complies with all applicable specifications referenced herein. **SIGNATURE OF AFFIDAVIT OF COMPLIANCE REQUIRED BEFORE AWARD (BID SUMMARY PAGE).**
 - d) Hypochlorite delivered under this contract shall have a nominal strength of 120 grams per liter (ppm) available chlorine equivalent to 10.55 percent by weight sodium hypochlorite. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.
 - e) Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 percent by weight sodium hydroxide.
 - f) Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

| | |
|----------|------------------|
| Iron | <0.3 mg/l (ppm) |
| Copper | <0.03 mg/l (ppm) |
| Nickel | <0.03 mg/l (ppm) |
| Chlorate | <2000 mg/l (ppm) |
| Bromate | <5 mg/l (ppm) |
 - g) The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 100 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method developed by Novatek and referenced in the "Bidder Qualification" section of this specification.
3. **Quality Assurance , Safety, Training and Certification:**
 - a) Contractor shall supply an affidavit, signed by a corporate designated official, before award recommendation certifying that the Liquid Sodium Hypochlorite furnished by the Contractor complies with all applicable requirements of this specification and AWWA Standard B300-99, latest edition. Affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.
 - b) Sampling and testing shall be in accordance with EPA and AWWA B300-99 standards and Hypochlorite, Sodium Hypochlorite, 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>.

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| SECTION E – SPECIFICATIONS |
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- c) At the sole discretion of the County, the contractor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the County will supply the sample container and the driver shall collect the sample from the tank truck, provide a chain of custody and turn it over to the County for analysis. The sample shall be considered representative of the lot.
- d) The County reserves the right to subject samples of the hypochlorite to quick analysis to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium Hypochlorite, suspended solids, chlorate, and bromate. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment. Failure to comply with any specification three (3) consecutive times, or five (5) times over the duration of this contract shall constitute sufficient grounds for termination of the contract between the County and the Contractor.
- e) Sampling and Testing of Shipment after Unloading – The County reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, and the supplemental specifications included in this document.
- f) ANSI/NSF Certification Requirement.
 - i. **The Contractor shall provide with bid submittal ANSI/NSF certification that the Liquid Sodium Hypochlorite to be provided is approved for potable water treatment and meets the NSF International Standard 60.**
 - ii. It is the responsibility of the Contractor to inform the County that NSF 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 contract between the County and Contractor.

4. Manufacturer's Laboratory Reports:

A certification of analysis of the product from the manufacturer shall be submitted for each sodium hypochlorite delivery to the County. No deliveries will be accepted by the County unless accompanied by certified laboratory report for the specific batch of sodium hypochlorite delivered showing the below data that it conforms to the required specifications. The report shall contain the following data:

- a) Date and Time of Manufacture
- b) Percent by Weight Sodium Hypochlorite
- c) Percent by Weight Excess Sodium Hydroxide
- d) Specific Gravity (Referenced to 60F)
- e) Suspended Solids Quality Test Time

5. Quarterly Reports:

At the start of the contract, and every 90 days, the Contractor (at their expense) shall utilize an outside testing agency acceptable to both the County and the Contractor to analyze a sample of the sodium hypochlorite delivered to the County for the below parameters. Testing laboratory should be certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health (FDOH). The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the County and to the acceptable testing agency at the time of the sample. Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive results. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between the County and the Contractor.

- a) Date and Time of Manufacture
- b) Percent by Weight
- c) Percent by Weight Sodium Hypochlorite
- d) Percent by Weight Excess Sodium Hypochlorite Hydroxide
- e) Specific Gravity (Referenced to 60F)
- f) Suspended Solids Quality Test Time
- g) Iron
- h) Copper

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| SECTION E – SPECIFICATIONS |
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- i) Nickel
- j) Chlorate
- k) Bromate

Charges for the manufactures certified report and all quarterly reports by outside testing agencies shall be included in the bid price.

6. Safety Data Sheet (SDS):

In compliance with Chapter 442 Florida Statutes, any chemical delivered from the contractor must be accompanied by a SDS. The SDS must be maintained by the user agency and must include the following information:

- a) The Chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - i. The potential for fire, explosion, corrosively, and reactivity.
 - ii. 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.
 - iii. The primary routes of entry and symptoms of overexposure.
 - iv. The proper precautions, handling practices, necessary personnel 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.
 - v. The emergency procedure for spills, fire, disposal, and first aid.
 - vi. A description, in lay terms, of the specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - vii. The year and month, if available, that the information was compiled and the name and 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

7. Emergency Plan of Action and Safety Training:

At the Pre-commencement meeting, the Contractor shall provide in writing, an emergency contingency plan for each location, with appropriate telephone contacts, for the County to follow in case of an emergency spill of liquid sodium hypochlorite. The Contractor shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers).

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 attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies. County reserves the right to refuse any all deliveries made with equipment that is poorly maintained and/or leaking 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 of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to 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, Ch. 252, Part II, Florida Statutes. The responsibility for compliance with federal and state rules and regulations regarding the Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold the County harmless for any failure to properly report and/or comply with this provision.

SECTION E – SPECIFICATIONS

8. Safe Handling Training: At the Pre-commencement meeting the Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite for each location to all current County operations personnel and shall be available to conduct “refresher” courses or courses for new employees who have not received training, at six (6) month intervals during the contract period.
9. Technical Assistance: The Contractor shall provide technical assistance, at no charge to the County, regarding the application of its product and disposal and handling of the residues and sludge produced by the application of liquid sodium hypochlorite in the water treatment process as needed.
10. Carrier Tanker/Delivery Requirements:
 - a) Liquid Sodium Hypochlorite solution shall be shipped in properly cleaned chemical tank trucks and equipment in lots of approximately 5000 gallons or less as ordered. Carrier will be able to transfer contents using the self-contained compressor system on the tanker truck. Truck shall also carry a minimum of two (2) properly cleaned sections of 2” transfer hose for hook-up to 2” fill line with male cam-lock fittings. Tanker trucks shall comply with applicable U.S. Department of Transportation (DOT) specifications.
 - b) Driver must have personal protective equipment to include chemical goggles, transparent face shield and hard-hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Driver must wear minimum, chemical goggles and rubber gloves when handling hose and valves. Driver must follow OSHA requirements.
 - c) Driver must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. Driver shall ensure a County operator is present prior to unloading product. It is the responsibility of the driver to have the proper equipment and to contain leaks and to report any and all spills.
 - d) Split deliveries to multiple delivery locations will be coordinated and accepted by the County to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery. All deliveries of 4500 gallons or more, regardless of being split, shall be considered a bulk or tanker load. All deliveries of less than 4500 gallons shall be considered as less than tanker load.
11. Delivery Storage and Handling:
 - a) Bulk delivery of liquid sodium hypochlorite shall be made by carrier tank truck to but not limited to the locations identified in item B above. Bulk delivery shall be in lots up to 4,500 gallons. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of the County. Less than tanker loads (LTL) shall be made to the locations identified in item B above. See sites in item B. that require delivery in smaller truck size (ex: 2,750 gallons) due to access issues.
 - b) The delivery time for the shipment shall not exceed 72 hours from the time of manufacture of the product.
 - c) Contractor shall be responsible for transferring liquid sodium hypochlorite into County storage tanks and shall provide all necessary, properly cleaned and maintained, hoses, fittings, pumps, etc., required to efficiently “off-load” the liquid sodium hypochlorite into designated storage tanks. If Contractor is unable to unload a complete bulk delivery due to Contractor’s fault, the unit price will remain at the bulk delivery rate. The Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of product into wrong storage tank(s).
 - d) Contractor shall be responsible for injuries, cost of cleanup, repair of facilities, and replacement of chemical product(s) in the event of accidental discharge of product into wrong storage tanks. If a third party shipper should be used, the Contractor assumes responsibility for them.
 - e) Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation or other applicable regulatory agencies.
 - f) If bulk delivery is made using a third party, a wash ticket must be provided with each shipment showing that the tanker was thoroughly cleaned, as well as, the materials the carrier transported in the vehicle prior to transporting the chemical to the County facility.

SECTION E – SPECIFICATIONS**12. Delivery Schedule and Special Conditions:**

- a) All deliveries of liquid sodium hypochlorite shall be made to the County within two (2) days after receipt of order.
- b) Delivery time of day shall be as arranged upon placement of order and shall be between the hours of 7:00 AM and 3:00 PM EST. Request to deviate from schedule must be confirmed with the County twelve (12) hours prior to scheduled delivery and must conform to delivery conditions set forth in this specification. Deliveries made to unmanned facilities must be coordinated with the County so driver can gain access to the facility.
- c) CONTRACTOR must make "emergency" deliveries within 24 hours after receipt of order. An emergency delivery is defined as a delivery which is necessary in order to prevent the County from running out of Liquid Sodium Hypochlorite in less than 24 hours. The County shall endeavor to minimize the number of "emergency" deliveries.
- d) The County reserves the right to change quantities and delivery dates at their discretion within a 24-hour notice.
- e) Delivery shipments shall be rejected which fail to meet any contract specifications stated in this document. In the event a delivery shipment is rejected by the County, upon notification of Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within six (6) hours from the time of notification. Failure to provide replacement product that meets the specifications of this agreement in the manner above will constitute failure to comply with the delivery requirements set forth in this document. Failure to comply with this specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract between the County and the Contractor.

13. Security

At the Pre-commencement meeting, the Contractor is to provide a list of names and drivers' licenses of representatives and delivery personnel authorized as per below and by the Contractor to enter County facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list. All drivers and Contractor representatives must be escorted by a Pinellas County representative at all times when located on County property.

- a) Prior to delivery, Contractor will email County facility with driver name and copy of driver's license. Upon arrival to County facility, Contractor's driver or representative must produce photo ID and appropriate company identification and sign in and out of County facility as required.
- b) All delivery paperwork (bill of lading, weight certificates, certificates of analysis, truck placards, etc.) will be inspected and must be in order and consistent with the material ordered. Any discrepancies may be cause for refusal if not resolved to the satisfaction of Pinellas County.
- c) Bulk deliveries must arrive with an intact security seal. Serial number must be communicated to Pinellas County prior to receipt and match the truck seal. Broken, missing or any signs of possible tampering will be cause for refusal of the delivery.

SECTION F – BID SUMMARY

Bid Title: Sodium Hypochlorite – Liquid (12.2 Trade Percent)
 Bid Number: 178-0270-B(JA)

| Description | Estimated Annual Quantity | UOM | Unit Price | Total |
|--|---------------------------|---------|------------|-------------|
| Bulk Delivery – Tanker Load of 4,500 Gallons | 1,990,000 | Gallons | \$.437 | \$ 869,630 |
| Less than Tanker Loads – Minimum Delivery of 500 Gallons | 203,000 | Gallons | \$.520 | \$ 105,560 |
| | | | | x 5 (years) |
| ANNUAL TOTAL X 5 YEARS – GRAND TOTAL | | | | \$4,875,950 |

Due with Bid Submittal:

- Results of laboratory analysis of manufacturing process sample per Section E - Specifications, Paragraph C. Requirements
- ANSI/NSF certification that Contractor-provided product is approved for potable water treatment and meets the NSF International Standard 60.

Affidavit of Compliance

I, the undersigned, declare that I have carefully examined the Invitation to Bid for Sodium Hypochlorite 12.2 Trade Percent – Bid Number 178-0270-B (JA) document, and hereby submit this bid to sell and deliver said chemicals to the Pinellas County Board of County Commissioners strictly in accordance with the specifications herein including the requirements of C. Requirements.

x  5/15/18
 Signature/Date

DELIVERY 2 DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

SECTION F – BID SUMMARY

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

Would your company accept to participate in the ePayables credit card program?

Yes

No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Odyssey Manufacturing Company

Company Name

Signature

Patrick Allman

Printed Signature

813/635-0339

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Odysey Manufacturing Company

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1484 Massaro Blvd.

City, state, and ZIP code
Tampa, FL 333619

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number
65 0846345


Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **5/14/18**

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

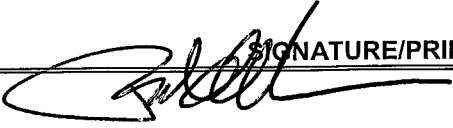
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDUM

**Bid Title: Sodium Hypochlorite – Liquid (12.2 Trade Percent)
Bid No: 178-0270-B(JA)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

| ADDENDA NO. | SIGNATURE/PRINTED NAME | DATE RECEIVED |
|-------------|---|---------------|
| 1 |  , Patrick Allman | 5/8/18 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Purchasing Department section of the County's website t, http://www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category, 'Current Bids'.

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. **178-0270-B(JA)** for **Sodium Hypochlorite – Liquid (12.2 Trade Percent)**.

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- n/a Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

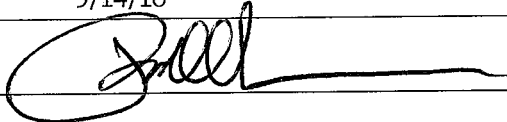
REMARKS:

n/a

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: Odyssey Manufacturing Company

DATE: 5/14/18

SIGNATURE: 

TYPED NAME OF ABOVE: Patrick Allman

TELEPHONE: 813/635-0339

FAX: 813/630-2589

COMPANY EMAIL: pa11man@odysseymanufacturing.com



Joe Lauro, CPPO/CPPB
Director

May 8, 2018

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Sodium Hypochlorite – Liquid (12.5 Trade Percent Available Chlorine)

BID NUMBER: 178-0270-B(JA)

BID SUBMITTAL IS DUE: May 15, 2018 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

QUESTION(S)/RESPONSE(S):

1. Question: Could I please get the prior bid tab(s) for this bid?
Response: **Please see attached.**

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page 29 under Addendum No. 1 and return with completed bid package.

Sincerely,

Candy Mancuso for Jt

Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



SODIUM HYPOCHLORITE - LIQUID (12.2 TRADE PERCENT)
BID NO. 134-0191-B(LN)
TABULATION

| Description | Est 24 Month Qty | ALLIED UNIVERSAL CORP. | | ODYSSEY MANUFACTURING COMPANY | |
|------------------------------------|------------------------|------------------------|------------------------|----------------------------------|------------------------|
| | | Unit Price | Total | Unit Price | Total |
| Bulk Deliveries: | | | | | |
| Tanker Loads of 4,500 gallons | 2,344,000 | \$ 0.50700 | \$ 1,188,408.00 | \$ 0.59000 | \$ 1,382,960.00 |
| Less than Tanker Loads | | | | | |
| Minimum Delivery of 500 gallons | 162,000 | \$ 0.59500 | \$ 96,390.00 | \$ 0.59000 | \$ 95,580.00 |
| | | Total Bid | \$ 1,284,798.00 | Total Bid | \$ 1,478,540.00 |

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State of Florida

Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on March 1, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of March, 2018*

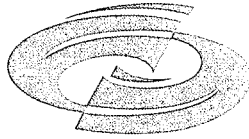


Ken DeJager
Secretary of State

Tracking Number: CC6227615671

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ODYSSEY
MANUFACTURING CO.

January 17, 2018

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

To Whom It May Concern,

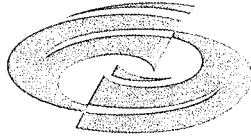
WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on January 17, 2018, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of January, 2018.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President



ODYSSEY
MANUFACTURING CO.

AFFIDAVIT OF COMPLIANCE FOR

Pinellas County: #178-0270-B(JA)

Sodium Hypochlorite-Liquid

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Odyssey Manufacturing Company | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions. 1484 Massaro Blvd. | Requester's name and address (optional) |
| 6 City, state, and ZIP code Tampa, FL 33619 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|--|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 6 | 5 | | 0 | 8 | 4 | 6 | 3 | 4 | 5 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *May O'Donnell* Date ▶ *2/9/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2018

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

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

| PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802 | CONTACT NAME: Debbie MacGillivray PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: debbie.macgillivray@stahlinsurance.com | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|---|-------|--------------------------------------|-------|-------------------------------------|-------|------------|--|------------|--|------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Westchester Surplus Lines Ins Co</td> <td>10172</td> </tr> <tr> <td>INSURER B: ACE American Insurance Co</td> <td>22667</td> </tr> <tr> <td>INSURER C: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Westchester Surplus Lines Ins Co | 10172 | INSURER B: ACE American Insurance Co | 22667 | INSURER C: Zenith Insurance Company | 13269 | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A: Westchester Surplus Lines Ins Co | 10172 | | | | | | | | | | | | | |
| INSURER B: ACE American Insurance Co | 22667 | | | | | | | | | | | | | |
| INSURER C: Zenith Insurance Company | 13269 | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** Jan 2018 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD LWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Applies By <input type="checkbox"/> Written Contract GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | X Y | G24092975 009 Includes Contractual Liability & XCU Coverages | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | X Y | H08450377 009 Hired Auto Physical Damage Comp/Coll Ded \$1,000 | 10/1/2017 | 10/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000 |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | G24092987 009 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | Y 2066828614 | 1/1/2018 | 1/1/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Pollution/Prof Liability Poll Ded \$10K/Prof 25K | | G24092975 009 | 10/1/2017 | 10/1/2018 | Ea Poll Condition/AGG \$1,000,000 Pro Ea Claim Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: 178-0270-B Pinellas County Board of County Commissioners is additional insured on the general liability and auto liability on a primary non-contributory basis if required by written contract. Waiver of subrogation applies on general liability, auto liability and workers compensation if required by written contract.

| | |
|---|--|
| CERTIFICATE HOLDER insurancecerts@ppinellasco Pinellas County Risk Management 400 South Fort Harrison Avenue Clearwater, FL 33756 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tony Martinez/MACG <i>Anthony Martinez</i> |
|---|--|

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2018
Insured ODYSSEY MANUFACTURING COMPANY
Policy No. Z066828614
Policy Period 01/01/2018 To 01/01/2019
Issued On 12/06/2017

ZENITH INSURANCE COMPANY - 13145



PRESIDENT

At Sarasota, FL

Endorsement No. 14

OTHER INSURANCE AMENDATORY (Primary – Insured-Specific Not-Contributory With Directly Procured Insurance) ENDORSEMENT

| | | | |
|---|---------------------------------------|--|--|
| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
| Policy Symbol EXW | Policy Number G24092987 009 | Policy Period 10/01/2017 to 10/01/2018 | Effective Date of Endorsement 10/01/2017 |
| Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS INSURANCE POLICY (FM.101.0.302 (04-13))

Solely with respect to the insured specifically identified in the Schedule of Insureds, below, the Section entitled CONDITIONS of this policy, Subsection K., **Other Insurance**, is hereby deleted in its entirety and replaced with the following:

K. Other Insurance

If other valid and collectible insurance is available to the insured covering a loss also covered by this policy, this insurance shall apply as primary to, and not contributory with respect to, any such other insurance that is directly procured by such insured for its own benefit. In the event that other valid and collectible insurance is available to the insured covering a loss also covered by this policy, but such insurance is not directly procured by such insured for its own benefit, the Insurer will share with that insurance as described below.

Method of Sharing

1. If all of the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
2. If any of the other insurance does not permit contribution by equal shares, the Insurer will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

SCHEDULE OF INSUREDS

Those entities qualifying as an additional insured in the underlying policies described in the Declarations, but only where there is a written contract between you and the additional insured.

All other terms and conditions of this policy remain unchanged.



| | | | |
|--|--------------------------------|---|---|
| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
| Policy Symbol GLW | Policy Number G24092975 009 | Policy Period 10/01/2017 to 10/01/2018 | Effective Date of Endorsement 10/01/2017 |
| Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE**

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to those additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to bodily injury or property damage occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

| | | | |
|--|--------------------------------|---|---|
| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number 2 |
| Policy Symbol GLW | Policy Number G24092975 009 | Policy Period 10/01/2017 to 10/01/2018 | Effective Date of Endorsement 02/16/2018 |
| Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD
PRIMARY & NON-CONTRIBUTORY**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury or property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

| | | | |
|--|-----------------------------------|--|--|
| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
| Policy Symbol CAL | Policy Number H08450377 | Policy Period 10/01/2017 TO 10/01/2018 | Effective Date of Endorsement 02/22/2018 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- GARAGE COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

| |
|--|
| <p>Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater, FL 33756 . for whom you are required in a written contract or agreement, with such written contract signed prior to commencement of operations, to waive any right of recovery we may have against the person or organization, but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by a) you, while using a covered "auto", or b) any other person, while using a covered "auto" with your permission.</p> <p>If other insurance is available to an Insured we cover under any of the endorsements listed or described for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.</p> |
|--|

Authorized Representative

| | | | |
|---|---------------|--------------------------|-------------------------------|
| Insured Odyssey Manufacturing Co. | | | Endorsement Number |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| L | H08450377 | 10/01/2017 TO 10/01/2018 | 10/01/2017 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AUTOMATIC ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional conditions:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Agent



| | | | |
|--|-------------------------------|---|---|
| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
| Policy Symbol GLW | Policy Number G24DS2B75009 | Policy Period 10/01/2017 to 10/01/2018 | Effective Date of Endorsement 10/01/2017 |
| Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

| |
|---|
| Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations |
|---|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 1/01/18

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)

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.

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



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.

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.

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!!!

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance. Odyssey Manufacturing Co. has a contract with American Compliance Technology, Inc. (ACT) out of Bartow, Florida to perform emergency response and hazardous material and environmental services cleanup for its facilities, its transportation vehicles and its customer's facilities and transportation vehicles. They can be reached at 800-226-0911.

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.

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. 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)

TDL₀ - 1 gm/ kg oral (woman)

TDL₀ - 45 mg/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
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

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 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group: III
NAERG: Guide #157
Packaging Authorizations: Non-Bulk: 49 CFR 173.203; Bulk: 49 CFR 173.241
Packaging Exceptions: 49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
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 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
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 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III

Marine Pollutant: Yes (Refer to Refer to 171.4 and 172.322 for further guidance)

Signal Word: DANGER

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



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).

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 depletors.

This product does not contain any Class 2 Ozone depletors.

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.

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)

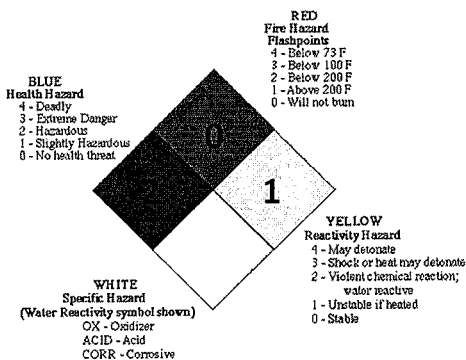
| | |
|----------------------------|----------|
| HEALTH | 2 |
| FLAMMABILITY | 0 |
| REACTIVITY | 1 |
| PERSONAL PROTECTION | H |

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.

NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

Odyssey Manufacturing Company

Facility: Tampa, FL

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



ISO/IEC 17065
Product Certification Body
#0216

Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. This certificate remains valid as long as this client has products in NSF's Official Listings for the referenced standards. For the most current and complete Listing information, please access NSF's website (www.nsf.org).

A handwritten signature in black ink, appearing to read "Theresa Bellish".

October 4, 2017

Certificate# C0354268 - 01

Theresa Bellish

General Manager, Water Systems

NovaChem

Laboratories, Inc

Date: 2 March 2018

Call for results over the phone
513-523-3605

Odyssey Sample Analysis Results Received 22 February 2018

| Parameter | | |
|-------------------------------------|--|----------------|
| Wt% NaOCl | 11.34 | |
| GPL Available Chlorine | 126 | |
| Trade % | 12.6 | |
| Wt% NaOH | 0.354 | |
| Calculated pH | 13.0 | |
| Wt% Na ₂ CO ₃ | 0.123 | |
| Density, g/mL | 1.1650 | |
| Bromate ion, mg/L | <5 | DL = 5 mg/L |
| Chlorate ion, mg/L | 614 | DL = 100 mg/L |
| Perchlorate ion, mg/L | <5 | DL = 5 mg/L |
| Iron, mg/L | 0.02 | 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, g/L | 76 | |
| Sodium, g/L (estimate) | 53 | |
| Wt% Suspended Solids | <0.001 | |
| Total Dissolved Solids, g/mL | 0.82 | |
| Filter Test (1,000 mL) | 1 min 07 sec (Millipore 0.8 uM, type AWWP) | |

B.P. Bubnis

B.P. Bubnis

2 March 2018

SECTION A - GENERAL CONDITIONS

INVOICE INFORMATION:

- | | | |
|---|-----------------------------|---|
| ① | Supplier Information | Company name, mailing address, phone number, contact name and email address as provided on the PO |
| ② | Remit To | Billing address to which you are requesting payment be sent |
| ③ | Invoice Date | Creation date of the invoice |
| ④ | Invoice Number | Company tracking number |
| ⑤ | Shipping Address | Address where goods and/or services were delivered |
| ⑥ | Ordering Department | Name of ordering department, including name and phone number of contact person |
| ⑦ | PO Number | Standard purchase order number |
| ⑧ | Ship Date | Date the goods/services were sent/provided |
| ⑨ | Quantity | Quantity of goods or services billed |
| ⑩ | Description | Description of services or goods delivered |
| ⑪ | Unit Price | Unit price for the quantity of goods/services delivered |
| ⑫ | Line Total | Amount due by line item |
| ⑬ | Invoice Total | Sum of all of the line totals for the invoice |

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:**
Payments to Pinellas County are subject to applicable Florida taxes.

29. **TERMINATION:**
- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

30. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)



ODYSSEY
MANUFACTURING CO.

Odyssey Manufacturing Company

1484 Massaro Blvd.
Tampa, FL 33619
Marjorie O'donnell: modonnell@OdysseyManufacturing.com
Telephone: 813/635-0339

① ②

④ → Invoice 280299-A

③ → Invoice Date 02/21/18

Bill To:

City of Cape Coral
Accounts Payable Supervisor
P.O. Box 150027
Cape Coral, FL 33905-0027

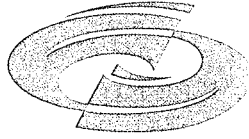
Ship To:

Canal Pump Station #2
Bill Stockroot
3920 SW 5th Place
Cape Coral, FL 33914
239/707-5795

⑤
⑥

THIS IS A REVISED INVOICE

| Customer | Ship Via | F.O.B. | | Terms | | |
|-----------------------|------------------|--|-----------------|----------------------|-----|----------------|
| COCC06 | Odysse Mfg. | Destination | | Net 30 Days | | |
| Purchase Order Number | | Delivery Date | Order Date | Our Order Number | | |
| ⑦ → 44935 | | ⑧ → 02/21/18 | 02/20/18 | 268835 | | |
| Quantity Ordered | Quantity Shipped | Item Number | Unit of Measure | Unit Price | | Extended Price |
| | Back Ordered | Item Description | | Discount % | Tax | |
| ⑨ → 1443 | ⑩ → 1443 | HYPO010 | GAL | 0.4780 | N | ⑪ → 689.75 |
| | | 0 UN1791, HYPOCHLORITE SOLUTIONS(SODIUM HYPOCHLORITE),8, PGIII | | | | ⑫ → |
| | | | | Nontaxable Subtotal | | ⑬ → 689.75 |
| | | | | Taxable Subtotal | | 0.00 |
| | | | | Tax | | 0.00 |
| | | | | Total Invoice | | 689.75 |



ODYSSEY
MANUFACTURING CO.

May 15, 2018

Bid No: **178-0270-B(JA)**

Bid Title: **Sodium Hypochlorite – Liquid (12.5 Trade Percent Available Chlorine)**

Pursuit to Paragraph 25 of Section A: General Conditions ...

This is to certify that Odyssey's UltraChlor Sodium Hypochlorite contains over 80% water. This water is recycled from other processes at its facility and reused to make Sodium Hypochlorite.

Patrick Allman
Odyssey Manufacturing Co.
General Manager

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

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, 2018

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



ISSUED: 06/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606220000900

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, 2018



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



ISSUED: 08/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608220001823

2017 - 2018 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2018

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

40 Employees

| | |
|-------------|--------|
| 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

2017 - 2018

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

Paid 16-0-318710
09/28/2017 160.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR
813-635-5200

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

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.