

Chemical Renewals for ITB 27-24

From Lauren Wright <lwright@nsbufl.com>
Date Mon 7/21/2025 11:13 AM
To Patrick Allman <PAllman@odysseymanufacturing.com>

 4 attachments (477 KB)

Odyssey Manufacturing Sodium Bisulfite WRF 1 of 3 7-21-25.pdf; Odyssey Manufacturing Sodium Hypochlorite Pump 1 of 3 7-21-25.pdf; Odyssey Manufacturing Sodium Hypochlorite WRF 1st of 3 7-21-25.pdf; Odyssey Manufacturing Sodium Hypochlorite WTP 1st of 3 7-21-25.pdf;

Good Afternoon -

New Smyrna Beach Utilities would like to extend the agreements for the chemical purchases for the first of three annual years based on ITB 27-24.

Please review and return the signed document to us electronically.

Please let me know if you have any questions or concerns.

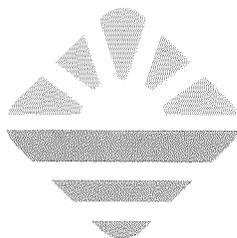
Thank you so much,

Lauren Wright | Purchasing Agent
New Smyrna Beach Utilities
Phone #386-424-3016 and Cell# 386-690-4939 | Email lwright@nsbufl.com
www.nsbufl.com



New Smyrna Beach
... UTILITIES ...

PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or from the Utilities Commission, City of New Smyrna Beach are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify the Utilities Commission, City of New Smyrna Beach immediately by replying to the message and deleting it from your computer. Thank you.



New Smyrna Beach ••• UTILITIES •••

July 21, 2025

Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, FL 33619
Attn: Patrick Allman

To Whom It May Concern:

In ITB No. 27-24, Annual Supply of Chemicals, New Smyrna Beach Utilities, reserved the right to extend the contract for three (3) additional one (1) year periods, upon mutual agreement in writing. Warranted price adjustments (+/-) will be considered and negotiated, if necessary, during the renewal period.

New Smyrna Beach Utilities would like to extend the contract for the first of three additional years, based on the terms and conditions of the original agreement. Please indicate any price difference in the space provided below, if applicable. Price shall be held firm for duration of annual term. Item awarded as per specifications established in ITB 27-24

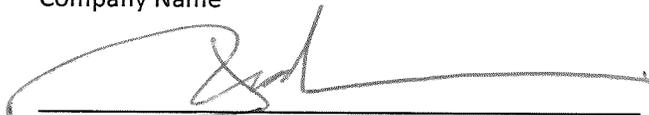
Chemical	Estimated Quantity	Current	Renewal
Sodium Bisulfite WRF Dechlor	5,000 gallons.	\$2.45/gal.	#2.49/gallon

Thank you so much,

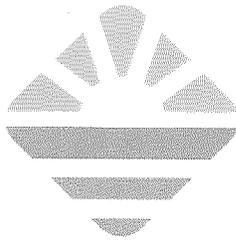
Lauren Wright
Purchasing Agent
New Smyrna Beach Utilities
386-424-3016
lwright@nsbufl.com

Acceptance by the undersigned to extend contract for the first additional year in accordance with ITB No. 27-24.

Odyssey Manufacturing Co.
Company Name

 7/21/2025
Signature/Date

Patrick H. Allman, General Manager
Print Name/Title



New Smyrna Beach ... UTILITIES ...

July 21, 2025

Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, FL 33619
Attn: Patrick Allman

To Whom It May Concern:

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Chemical	Estimated Quantity	Current	Renewal
Sodium Hypochlorite Solution S. Bch Pump	2,500 gallons.	<u>\$2.50/gal.</u>	<u>#2.60/gallon</u>
Sodium Hypochlorite Solution 3 rd Ave Pump	2,500 gallons.	<u>\$2.50/gal.</u>	<u>#2.60/gallon</u>

Thank you so much,
Lauren Wright
Purchasing Agent
New Smyrna Beach Utilities
386-424-3016
lwright@nsbufl.com

Acceptance by the undersigned to extend contract for the first additional year in accordance with ITB No. 27-24.

Odyssey Manufacturing Co.

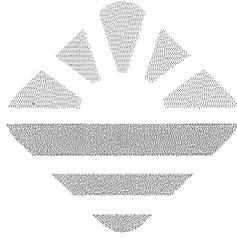
Company Name

7.21.2025

Signature/Date

Patrick H. Allman, General Manager

Print Name/Title



New Smyrna Beach ... UTILITIES ...

July 21, 2025

Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, FL 33619
Attn: Patrick Allman

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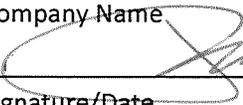
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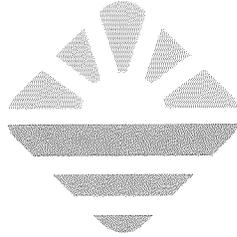
Chemical	Estimated Quantity	Current	Renewal
Sodium Hypochlorite Solution WRF	180,000 gallons.	<u>\$1.55/gal.</u>	<u>\$1.61</u>

Thank you so much,

Lauren Wright
Purchasing Agent
New Smyrna Beach Utilities
386-424-3016
lwright@nsbufl.com

Acceptance by the undersigned to extend contract for the first additional year in accordance with ITB No. 27-24.

Odyssey Manufacturing Co
 Company Name
 7-21-2025
 Signature/Date
Patrick H. Allman, General Manager
 Print Name/Title



New Smyrna Beach ... UTILITIES ...

July 21, 2025

Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa, FL 33619
Attn: Patrick Allman

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Chemical	Estimated Quantity	Current	Renewal
Sodium Hypochlorite Solution WTP	250,000 gallons.	\$1.55/gal.	\$1.61/gallon

Thank you so much,

Lauren Wright
Purchasing Agent
New Smyrna Beach Utilities
386-424-3016
lwright@nsbufl.com

Acceptance by the undersigned to extend contract for the first additional year in accordance with ITB No. 27-24.

Odyssey Manufacturing Co.
Company Name

 7-21-2025
Signature/Date

Patrick H. Allman, General Manager
Print Name/Title



July 15, 2025

Ms. Lauren Wright
Purchasing Agent
New Smyrna Beach Utilities
200 Canal Street
Leesburg, FL 32170

Re: **NEW SMYRNA BEACH ANNUAL CONTRACT FOR WATER AND
WASTEWATER CHEMICALS (ITB NO. 27-24)**

Dear Ms. Wright,

As you know, the subject contract expires on September 30, 2025. The contract has four one-year renewals remaining on it. The purpose of this letter is to notify the New Smyrna Utilities that Odyssey is willing to renew this agreement for another year from October 1, 2025, through September 30, 2026, with a change in pricing as follows:

- Bulk Sodium Hypochlorite to Treatment Plant would go from \$1.55 per gallon to \$1.61 per gallon (a change of 3.9%).
- Bulk Sodium Hypochlorite to Booster Stations would go from \$2.50 per gallon to \$2.60 per gallon (a change of 4.0%).
- Bulk Sodium Bisulfite to Treatment Plant would go from \$2.45 per gallon to \$2.49 per gallon (a change of 1.6%).

Over the past year, our sodium hypochlorite production costs have continued to go up. Our salt contract escalates at 3% per year. Our electricity cost went up over 12% (our electric bill is over \$350,000 per month). Our wages have increased 4.5%, which in this tight labor market, is necessary to keep plant operators and tanker drivers. Unfortunately, our insurance premiums for liability insurance increased over \$700,000 with the recent renewals. This alone represents the equivalent of just over a \$.01 per gallon cost increase. Transportation costs continue to escalate as we have to continue to add drivers each year to deliver the same number of gallons because of the transportation gridlock around Florida. Each driver with its equipment, fuel, salary and benefits adds about \$250,000 to our costs each year and last year we had to add three additional drivers to deliver basically the same volume of sodium hypochlorite. The increase in the sodium bisulfite cost is due to higher transportation costs.

Another barometer to use for justifying the sodium hypochlorite increase is to look at the recent sodium hypochlorite bids in the marketplace. The below table represents all of the bids in the State of Florida for sodium hypochlorite in the past twelve months. As you know, the New Smyrna Beach Utility's volume is approximately 400,000 gallons. Thus, the proposed pricing is very reasonable in light of these bids.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
6/25/2024	Town of Jupiter WTP	310,000	\$3.25	\$1.74
6/25/2024	Town of Jupiter Pump Station	4,000	\$3.25	\$2.95
7/10/2024	City of Lake Worth Beach–Full Truck	265,000	\$1.59	\$1.70
7/10/2024	City of Lake Worth Beach–Partial Truck	30,000	\$1.69	\$1.95
7/11/2024	City of Oviedo WTP/WWTP	527,000	\$1.61	\$1.70
7/11/2024	City of Oviedo Pools	17,000	\$1.74	\$2.55
7/11/2024	City of St. Petersburg	2,000,000	\$1.70	\$1.45
7/17/2024	The Villages	600,000	\$2.18(*)	\$2.40(*)
7/22/2024	Pasco County – Bulk Deliveries	2,314,800	\$1.58	\$1.85
8/5/2024	Hernando County – Bulk Deliveries	354,500	\$1.89	\$1.75
8/7/2024	Seacoast Utilities	250,000	\$1.68	No Bid
8/13/2024	City of St. Augustine	260,000	\$1.84	\$1.60
8/14/2024	Charlotte County	586,000	\$1.67	No Bid
8/28/2024	New Smyrna Beach WTP/WWTP	425,000	\$1.89	\$1.55
10/17/2024	Tampa Bay Water	10,760,868	\$1.85	\$1.45
11/20/2024	City of Tallahassee	906,000	\$1.94	\$1.73
2/21/2025	Volusia County	270,000	\$1.67	No Bid
3/11/2025	Peace River Manasota	750,000	\$1.64	\$1.82
4/1/2025	City of Tarpon Springs	150,000	\$1.97	\$1.63
4/22/2025	City of Cape Coral	1,372,000	\$1.96	\$1.58
5/15/25	City of Palm Coast	580,000	\$1.74	\$1.89
6/10/25	Town of Jupiter WTP	310,000	\$1.66	\$1.78
6/10/25	Town of Jupiter Pump Station	4,000	\$2.25	\$2.95
6/17/25	The Villages	600,000	\$2.08	\$1.84

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Unfortunately, production capacity is very limited in the marketplace right now during the summer months, which is also impacting pricing since the demand is greater than the supply.

Sincerely,



Patrick H. Allman
General Manager

Patrick Allman

From: Lauren Wright <lwright@nsbufl.com>
Sent: Wednesday, October 9, 2024 12:35 PM
To: Patrick Allman
Cc: Joshua Tew; Koren McDonald
Subject: PO 20569 Odyssey Manufacturing Annual Sodium Bisulfite
Attachments: 20569 Odyssey Annual Sodium Bisulfite 10-9-24.pdf

Good afternoon,

Please consider the attached as authorization to proceed.

****Please respond to this email letting us know you received the PO****

******Please direct all details to Josh Tew, JTew@nsbufl.com ******

Thank you so much,
Lauren Wright | Purchasing Agent
New Smyrna Beach Utilities
Phone #386-424-3016 | Email lwright@nsbufl.com
www.nsbufl.com



New Smyrna Beach
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New Smyrna Beach Utilities

P.O. Box 100
200 Canal Street
New Smyrna Beach FL 32170-0100



Purchase Order No.
PO00020569

P.O. number must appear on all correspondence.
Date: 10/9/2024

Vendor:

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

Attention: Patrick Allman, GM
Phone: (800) 639-7739 Ext. 0000
Fax: (813) 630-2589 Ext. 0000
Vendor #: ODYS100

Ship To:

Water Reclamation Facility
3119 State Road 44
New Smyrna Beach FL 32168

Confirm With: Josh 386-424-3183
Page: 1

PLEASE FAX ORDER CONFIRMATION TO:
(386) 424-2748

Please ship merchandise subject to conditions printed on this order. State Sales Tax Exemption Certificate No. 85-8015993556C-0
^ Changed Since the Previous Revision

L/N	Item Number	Req. Date	U/M	Ordered	Unit Price	Ext. Price
	Description					Project
1	*ANNUAL BLANKET Sodium Bisulfite - Dechlor	9/30/2025	EA	5,000.0000	\$2.4500	\$12,250.00
As Needed/As Directed Terms & Specs per ITB 27-24 Initial Year of Contract 10/1/24 - 9/30/25						

360-030-741-6231
Appvd Reg UC Mtg 9/23/24 A.I 3-b

Subtotal	\$12,250.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$12,250.00

Unless otherwise stated herein all prices are F.O.B "Ship To" point listed above with freight prepaid by shipper.
All Invoices will be paid within 30 days of: Receipt of Invoice, Receipt of Goods or Acceptance of Worked Performed.

Authorized Signature

By accepting this Purchase Order, Vendor/Contractor and any sub-contractors related to this purchase becomes obligated to comply with Section 448.095, Fla. Stat., "Employment Eligibility", including registration and use of the E-Verify system. Please contact the Purchasing Department for more information if you are unsure of the requirements this imposes.

Patrick Allman

From: Lauren Wright <lwright@nsbufl.com>
Sent: Wednesday, October 9, 2024 12:41 PM
To: Patrick Allman
Cc: Koren McDonald; Joshua Tew
Subject: PO 20568 Odyssey Manufacturing Annual Sodium Hypochlorite WRF
Attachments: 20568 Odyssey Annual Hypochlorite WRF.pdf

Good afternoon,

Please consider the attached as authorization to proceed.

****Please respond to this email letting us know you received the PO****

******Please direct all details to Josh Tew, JTew@nsbufl.com ******

Thank you so much,

Lauren Wright | Purchasing Agent

New Smyrna Beach Utilities

Phone #386-424-3016 | Email lwright@nsbufl.com

www.nsbufl.com



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New Smyrna Beach Utilities

P.O. Box 100
200 Canal Street
New Smyrna Beach FL 32170-0100



Purchase Order No.
PO00020568

P.O. number must appear on all correspondence.
Date: 10/9/2024

Vendor:

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

Attention: Patrick Allman, GM
Phone: (800) 639-7739 Ext. 0000
Fax: (813) 630-2589 Ext. 0000
Vendor #: ODYS100

Ship To:

Water Reclamation Facility
3119 State Road 44
New Smyrna Beach FL 32168

Confirm With: Josh 386-424-3183
Page: 1

PLEASE FAX ORDER CONFIRMATION TO:
(386) 424-2748

Please ship merchandise subject to conditions printed on this order. State Sales Tax Exemption Certificate No. 85-8015993556C-0
^ Changed Since the Previous Revision

L/N	Item Number	Req. Date	U/M	Ordered	Unit Price	Ext. Price
	Description					Project
1	*ANNUAL BLANKET Sodium Hypochlorite Solution - WRF	9/30/2025	EA	180,000.0000	\$1.5500	\$279,000.00
<p>As Needed/As Directed Terms & Specs per ITB 27-24 Initial Year of Contract 10/1/24 - 9/30/25</p>						

360-030-741-6221
Appvd Reg UC Mtg 9/23/24 A.I 3-b

Subtotal	\$279,000.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$279,000.00

Unless otherwise stated herein all prices are F.O.B "Ship To" point listed above with freight prepaid by shipper.
All Invoices will be paid within 30 days of: Receipt of Invoice, Receipt of Goods or Acceptance of Worked Performed.
By accepting this Purchase Order, Vendor/Contractor and any sub-contractors related to this purchase becomes obligated to comply with Section 448.095, Fla. Stat., "Employment Eligibility", including registration and use of the E-Verify system. Please contact the Purchasing Department for more information if you are unsure of the requirements this imposes.

Authorized Signature

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

AGREEMENT FOR PURCHASE OF GOODS

THIS AGREEMENT FOR CONTINUING PROFESSIONAL GOODS ("AGREEMENT") is made and entered into this 1 day of October 2024, by and between the **NEW SMYRNA BEACH UTILITIES** (hereafter "**COMMISSION**"), located at 200 Canal Street, New Smyrna Beach, Florida 32168, and **Odyssey Manufacturing Company** (hereafter "**VENDOR**"), located at **1484 Massaro Blvd, Tampa, FL 33619.**

RECITALS

1. The **COMMISSION** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility goods, including the authority to enter into contracts .
2. The **COMMISSION** wishes to obtain Hypochlorite Solution & Sodium Bisulfite goods per **ITB 27-24**.
3. The **VENDOR** is ready, willing, and able to provide such goods.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to be become effective upon execution by both parties. The initial term shall be for **ONE**(1) year(s) from **10-1-24 to 9-30-25**. Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **FIFTEEN DAYS (15)**.

SECTION 3. DESCRIPTION OF GOODS. **VENDOR** agrees to provide the following goods as described and specified in Exhibit "A" attached to and incorporated into this Agreement. **COMMISSION** shall provide and deliver these goods pursuant to purchase orders ("POs") which may be issued by **COMMISSION** throughout its term for the supply by **VENDOR** of said goods. In addition to the terms, conditions and obligations obtained herein, this Agreement is comprised of this Agreement and all POs issued by **COMMISSION** to **VENDOR** that reference this Agreement.

SECTION 4. DELIVERY OF GOODS. **VENDOR** shall perform its goods in conformance with the agreed upon schedule. **VENDOR** shall complete all of said goods in a

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

timely manner and will keep **COMMISSION** apprised of the status of work on a monthly basis. Should **VENDOR** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

SECTION 5. PAYMENT; INVOICES.

5.1 Invoices for **VENDOR'S** goods shall be submitted to the **COMMISSION** at monthly intervals for goods rendered during the previous period. Each invoice shall delineate the period in which the goods were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **VENDOR**. The bill[s] shall identify the goods completed and the amount charged.

5.2 **COMMISSION** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **VENDOR** insofar as they pertain to the direct charges payable by **COMMISSION** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

5.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **COMMISSION**, subject to **COMMISSION'S** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **COMMISSION**, but the **COMMISSION** reserves the right to reject any statement which fails to adequately describe the goods rendered by **VENDOR**. Upon written notice to **VENDOR**, payment may be withheld, in whole or in part, for **VENDOR'S** failure to comply with a term, condition or requirement of this Agreement. **VENDOR** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **VENDOR'S** satisfactory demonstration of compliance to the **COMMISSION**. Amounts not questioned by **COMMISSION** shall be promptly paid to **VENDOR** in accordance with the above payment procedures.

SECTION 6. COMMERCIAL WARRANTY. The **VENDOR** agrees that the supplies and goods furnished under this award shall be covered by the most favorable commercial warranties the **VENDOR** gives any customers for comparable quantities of such supplies or goods and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.

SECTION 7. INSPECTION AND ACCEPTANCE. A duly authorized representative of **COMMISSION** will accomplish inspection and acceptance of the goods purchased herein at the designated delivery point.

SECTION 8. COMMERCIAL WARRANTY. The **VENDOR** agrees that the goods furnished under this award shall be covered by the most favorable commercial warranties the **VENDOR** gives any customers for comparable quantities of such supplies or services and that

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.

SECTION 9. INSPECTION AND ACCEPTANCE. A duly authorized representative of the **COMMISSION** will accomplish inspection and acceptance of the goods purchased herein at the designated delivery point.

SECTION 10. INSURANCE.

10.1 **VENDOR** shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

10.2 **VENDOR** and **COMMISSION** waive all rights against each other and their respective directors, officers, partners, **COMMISSION** officials, agents, subcontractors, **VENDORS**, and employees for damages covered by any type of property insurance during and after the completion of the goods. A similar provision shall be incorporated into all construction contractual arrangements entered into by **COMMISSION** and shall protect **COMMISSION** and **VENDOR** to the same extent. All project contractors shall be required to include **COMMISSION** and **VENDOR** as additional insureds on their general liability insurance policies.

SECTION 11. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

11.1 The **VENDOR** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **VENDOR** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **VENDOR** any fee, **COMMISSION**, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

11.2 The **VENDOR** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of goods hereunder.

11.3 The **VENDOR** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to goods performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **VENDOR** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the goods performed.

11.4 The **VENDOR** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

11.5 The **VENDOR** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **VENDOR** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **VENDOR** any fee, COMMISSION, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

11.6 **VENDOR** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 12. VENDOR'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, **VENDOR** represents and warrants to the **COMMISSION** each of the following:

12.1 **VENDOR** represents that the goods provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the goods rendered.

12.2 **VENDOR** represents that the personnel furnishing such goods shall be qualified and competent to perform the goods assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

12.3 **VENDOR** represents that if **VENDOR**, through its negligent acts, errors, or omissions, causes any injury to **COMMISSION** or causes any physical damage to, or destruction of, any of **COMMISSION**'s property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

12.4 **VENDOR** represents that none of **VENDOR**'s principals or the immediate family of **VENDOR**'s principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

12.5 **VENDOR** represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

12.6 **VENDOR** represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-

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kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

12.7 Should **VENDOR** breach the representations set forth above, **COMMISSION** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **VENDOR** completes its goods hereunder, **VENDOR'S** goods are negligent or erroneous and **COMMISSION** notifies **VENDOR** in writing that a negligent error or omission has been discovered in **VENDOR'S** goods, **VENDOR** shall correctly perform such negligent goods at no additional cost to **COMMISSION** and within a reasonable time period.

SECTION 13. GUARANTEE AGAINST INFRINGEMENT. **VENDOR** guarantees that all goods provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **VENDOR** shall indemnify, hold harmless, and defend **COMMISSION**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, goods, or other item delivered under this Agreement.

SECTION 14. INDEMNIFICATION. **VENDOR** shall defend, indemnify, and hold harmless the **COMMISSION**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **VENDOR'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **VENDOR** and third parties made pursuant to this Agreement. **VENDOR** shall reimburse the **COMMISSION** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **VENDOR'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars (\$10) of the payments made by the **COMMISSION** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **VENDOR**.

SECTION 15. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

15.1 Upon **COMMISSION'S** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **VENDOR** shall provide **COMMISSION** or its designated Project Leader with a copy of all documents prepared by **VENDOR** under this Agreement. Documents shall be original and PDF versions.

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15.2 The parties acknowledge that the **COMMISSION** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **VENDOR** has been advised the **COMMISSION** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the goods performed pursuant to this Agreement. **VENDOR** agrees to comply with all **COMMISSION** policies and procedures in observing the requirement of said laws. **VENDOR** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **VENDOR** in conjunction with this **AGREEMENT**. Specifically, the **VENDOR** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **COMMISSION** in order to perform the goods being performed by the **VENDOR**.

(2) Provide the public with access to public records on the same terms and conditions that the **COMMISSION** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the **COMMISSION** all public records in possession of the **VENDOR** upon termination of the **AGREEMENT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COMMISSION** in a format that is compatible with the information technology systems of the **COMMISSION**.

The **VENDOR** shall promptly provide the **COMMISSION** with a copy of any request to inspect or copy public records in possession of the **VENDOR** and shall promptly provide the **COMMISSION** a copy of the **VENDOR'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **COMMISSION**.

15.3 **COMMISSION** shall have the right to audit the books, records and accounts of **VENDOR** that are related to the performance of Goods pursuant to this Agreement. **VENDOR** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **VENDOR** shall preserve and make available, at reasonable times for examination and audit by **COMMISSION**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the

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Florida Public Records Act is determined by **COMMISSION** to be applicable to **VENDOR'S** records, **VENDOR** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **VENDOR**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **COMMISSION** disallowance and/or recovery of any payment upon such entry. The **VENDOR** shall retain all records relating to this Agreement for five years after the **COMMISSION** makes final payment and all other pending matters are closed.

15.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **COMMISSION**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **VENDOR**, whether finished or unfinished, shall become the property of **COMMISSION** and shall be delivered by **VENDOR** to the **COMMISSION** within seven (7) days of termination of this Agreement by either party. Any compensation due to **VENDOR** may be withheld until all documents are received as provided herein.

SECTION 16. ASSIGNMENT

16.1 **VENDOR** shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of **COMMISSION**. All requirements to be observed by the **VENDOR** shall be observed by all subcontractors.

16.2 If upon receiving written approval from **COMMISSION**, any part of this Agreement is subcontracted by **VENDOR**, **VENDOR** shall be fully responsible to **COMMISSION** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If **COMMISSION** determines that any subcontractor is not performing in accordance with this Agreement, **COMMISSION** shall so notify **VENDOR** who shall take immediate steps to cancel the subcontract, or correct the deficiency. **COMMISSION** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **COMMISSION** notifies **VENDOR** in writing of said communication.

16.4 If any part of this Agreement is subcontracted by **VENDOR** prior to commencement of any work by the subcontractor, **VENDOR** shall require the subcontractor to provide **COMMISSION** with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 17. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **COMMISSION** does not agree to use **VENDOR** exclusively. It is further understood that **VENDOR** is free to contract for similar goods to be performed for others while under contract with **COMMISSION**. The parties expressly acknowledge that **VENDOR** is an independent **VENDOR**, and nothing contained in this Agreement will be deemed or construed to create a

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partnership or joint venture between **COMMISSION** and **VENDOR** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **COMMISSION**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which **VENDOR** performs any goods which are the subject of this Agreement.

SECTION 18. AUTHORIZATION. **VENDOR** shall not, without authorization first being given by **COMMISSION**: a) Use or pledge money or credit of the **COMMISSION**, except in the usual and regular course of business and on account of or for the benefit of the **COMMISSION**; b) Release or discharge any debt due to **COMMISSION** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **COMMISSION'S** property; or d) Cause **COMMISSION** to become a guarantor, surety, or endorser, or give any note which obligates the **COMMISSION**.

SECTION 19. TAXES. **VENDOR** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **VENDOR'S** performance of this Agreement.

SECTION 20. DEFAULT. If, during the term of this Agreement, **VENDOR** shall be in default of any provision of this Agreement, **COMMISSION** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **COMMISSION** gives notice of the default to **VENDOR** with at least ten (10) days to cure such default.

SECTION 21. TERMINATION. Notwithstanding any other provision of this Agreement, **COMMISSION** may, upon fifteen (15) days written notice to **VENDOR**, terminate this Agreement if: (a) **VENDOR** is adjudged to be bankrupt; (b) **VENDOR** makes a general assignment for the benefit of its creditors; (c) **VENDOR** fails to comply with any of the conditions or provisions of this Agreement; or (d) **VENDOR** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **COMMISSION** may have under this Agreement; or (e) when deemed by the **COMMISSION** (in its sole discretion) is in the best interest of the **COMMISSION**. In the event of such termination, **COMMISSION** shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 22. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **COMMISSION'S** generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by

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such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes

SECTION 23. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For VENDOR:

Odyssey Manufacturing Company
1484 Massaro Blvd
Tampa, FL 33619
(813) 635-0339

For COMMISSION:

Utilities Commission City of New Smyrna Beach
Attention: Procurement Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 427-1361

SECTION 24. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 25. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 26. WAIVER AND ELECTION OF REMEDIES.

26.1 Waiver by **COMMISSION** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

26.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

26.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 12, 13 and 14 shall survive the termination or expiration of this Agreement.

SECTION 27. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **COMMISSION** and **VENDOR**.

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SECTION 28. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **VENDOR'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **VENDOR** under the applicable Scope of Goods notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **VENDOR** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 29. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **VENDOR** shall not be liable to **COMMISSION** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and goods; cost of capital; and increased operating costs.

SECTION 30. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **COMMISSION** and **VENDOR** with respect to the goods specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 31. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **COMMISSION** and **VENDOR** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

SECTION 32. HUMAN TRAFFICKING ATTESTATION. In compliance with Subsection 787.06(13), Florida Statutes, the affidavit attached hereto as **Attachment B** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **COMMISSION** or any of its direct support organizations (the "Governmental Entity").

SECTION 33. SCRUTINIZED COMPANIES. **CONSULTANT**, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan list, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as may be amended, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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- i. Is on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as may be amended; or
- ii. Is engaged in business operations in Syria.

Authorized parties are signing this Agreement on the dates below.

<p>COMMISSION:</p> <p>UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA dba NEW SMYRNA BEACH UTILITIES</p> <p>DocuSigned by: By: <u>Efren Chavez</u> Title: <u>BOVRA&ACFD</u> Date: <u>9/26/2024</u></p>	<p>CONSULTANT:</p> <p>Odyssey Manufacturing Company</p> <p>By: <u>[Signature]</u> Title: <u>General Manager</u> Date: <u>9.25.2024</u></p>
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EXHIBIT "A": GOODS TO BE PROVIDED

BID SCOPE OF WORK

NSBU is seeking a Qualified Vendor to provide the following:

- Annual Contract for Purchase of Water & Wastewater Chemicals

The term of the resulting agreement shall be one year beginning October 1, 2024, through September 2025. The Utilities Commission reserves the right to renew this agreement for three additional one-year periods upon mutual agreement.

UNIT PRICES QUOTED MUST REMAIN FIRM FOR THE INITIAL ONE YEAR PERIOD. PRICE ADJUSTMENTS WILL BE CONSIDERED PRIOR TO ANY RENEWAL AGREEMENT. INCLUDE FUEL CHARGES IN UNIT PRICING.

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Specifications and estimated annual usage are provided herein. Estimated usage is for bidder information and evaluation only and no guarantee is given or implied as to the actual quantity that will be purchased.

The Utilities Commission requires an authorized person at the delivery location to sign the loading ticket. A copy of the chemical analysis shall be available for inspection before acceptance of the delivery. Specific delivery requirements are contained within the individual specifications

**SPECIFICATIONS FOR HYPOCHLORITE SOLUTION
(BLEACH)**

**QUANTITY: 245,000 Gallons
FY 24-25**

To be furnished in accordance with the following general specifications.

12 % /Vol. Hypochlorite Solution, 8, UN1791, PG111, CORROSIVE BLEACH

Must meet NSF No. 60 Standard. Must be usable in drinking water.

Each shipment will be accompanied by chemical analysis to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. Glencoe Water Treatment Plant 2640 Paige Avenue, New Smyrna Beach, Florida. Delivery will be accepted when and as needed. 6,000 Gallon Tanks (2). Suppliers shall provide 24 hours notice prior to delivery.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**SPECIFICATIONS FOR HYPOCHLORITE SOLUTION
(BLEACH)**

QUANTITY: 8,000 GALLONS FY 24-25

To be furnished in accordance with the following general specifications.

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10 % Hypochlorite Solution, 8, UN1791, PG11, CORROSIVE BLEACH

Must meet NSF No. 60 Standard. Must be usable in drinking water.

Each shipment will be accompanied by chemical analysis to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. to 2 locations, (1) 4460 SR A1A New Smyrna Beach, FL and (2) 728 3rd Avenue New Smyrna Beach, FL . Delivery will be accepted when and as needed. Maximum tank volume at each location is 500 Gallons.

Suppliers shall provide 24 hours notice prior to delivery.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**SPECIFICATIONS FOR HYPOCHLORITE SOLUTION
(BLEACH)**

**QUANTITY: 180,000 Gallons
FY 24-25**

To be furnished in accordance with the following general specifications.

12 % /Vol. Hypochlorite Solution, 8, UN1791, PG111, CORROSIVE BLEACH

Must meet NSF No. 60 Standard. Must be usable in drinking water.

Each shipment will be accompanied by chemical analysis to show that it conforms with specifications.

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Bid price shall be firm for contract duration and shall be F.O.B. 3119 SR 44, New Smyrna Beach, FL. Delivery will be accepted when and as needed. 3,000 Gallon Tanks (3). **Suppliers shall provide 24 hours' notice prior to delivery.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

SPECIFICATIONS FOR LIQUID SODIUM BISULFITE
QUANTITY: 5,000 Gallons

FY 24-25

Sodium Bisulfite shall be used for the purpose of dechlorination at the Dechlorination Facility 120 North Causeway, New Smyrna Beach, Florida and shall be furnished in accordance with the following general specifications.

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The sulfur dioxide equivalent shall be from 23.4% to 24.8%. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to a 2,000-gallon tank (Delivery Max 2,000 gals. / Min 500 gals.) at the Dechlorination Facility. Delivery shall be accepted when and as needed. Each shipment shall be accompanied by a chemical analysis report to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. Dechlorination Facility 120 North Causeway, New Smyrna Beach, Florida.

Delivery must be between Monday – Friday between 8am – 4pm.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Bid Price Received from Odyssey Manufacturing Company

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

BID FORM page 1 of 2

BIDDER NAME: Odyssey Manufacturing Company

	Description	Est. Quantity	Unit	Unit Price	Total
1A	Hypochlorite Solution To Be Delivered to 4460 SR A1A, New Smyrna Beach, FL	4000	GAL	\$ 2.50	\$ 10,000 ⁰⁰
1B	Hypochlorite Solution To Be Delivered to 728 3 rd Ave, New Smyrna Beach, FL	4000	GAL	\$ 2.50	\$ 10,000 ⁰⁰
1C	Hypochlorite Solution To Be Delivered to 3119 SR 44, New Smyrna Beach, FL	180,000	GAL	\$ 1.55	\$ 279,000 ⁰⁰
1D	Hypochlorite Solution To Be Delivered to 2640 Paige Avenue, New Smyrna Beach, FL	245,000	GAL	\$ 1.55	\$ 379,750 ⁰⁰
2	One Ton Cylinders of Chlorine delivered to the Glencoe Water Treatment Plant, 2640 Paige Ave., New Smyrna Beach, FL	22	TON	\$ No Bid	\$ -
3	Quicklime - to be delivered to the Water Treatment Plant, 2640 Paige Ave, NSB, FL	1600	TON	\$ No Bid	\$ -
4	Anhydrous Ammonia - to be delivered to the Water Treatment Plant, 2640 Paige Ave, NSB, FL	4,000	LB	\$ No Bid	\$ -
5	Sodium Bisulfite - to be delivered to 120 N. Causeway, NSB, FL	5,000	GAL	\$ 2.45	\$ 12,250 ⁰⁰
6	Aluminium Sulfate-To Be Delivered to 3119 SR 44, New Smyrna Beach, FL	10,000	GAL	\$ No Bid	\$ -
7	Ammonium Sulfate To Be Delivered to 2640 Paige Ave., NSB, FL	17,000	GAL	\$ No Bid	\$ -
8	Carbon Dioxide To Be Delivered to 2640 Paige Ave., NSB, FL	176	TON	\$ No Bid	\$ -


 General Manager

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Attachment B
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Odyssey Manufacturing Company and attest that Odyssey Manufacturing Company does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts as stated in it are true and correct.

Print Name: Patrice H. Allman
Title: General Manager
Signature: [Handwritten Signature]
Date: 01.25.2024

EXHIBIT "C": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the **VENDOR** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **COMMISSION**. It shall be the responsibility of the **VENDOR** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **VENDOR** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **VENDOR** and its subcontractors shall furnish to the **COMMISSION** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **COMMISSION** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **COMMISSION** and that the carrier should have no less rating than A - X by A.M. Best and Company. **COMMISSION** reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **VENDOR** and its subcontractors shall furnish the **COMMISSION** with Certificates of Insurance as evidence that the policies

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providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **COMMISSION** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **VENDOR** shall immediately provide written notice to the **COMMISSION** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **VENDOR** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **COMMISSION's** office, ATTN: Engineering Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100 and send to myCOI, New Smyrna Beach Utilities C/O: myCOI 1075 Broad Ripple Ave, Suite 313 Indianapolis, IN 46220.

III. ADDITIONAL INSURED'S: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **VENDOR**, the **COMMISSION** and its officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **VENDOR** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **VENDOR** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **COMMISSION**, its **COMMISSION**, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **VENDOR** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **VENDOR's** employees or damage to property of the **COMMISSION** or others arising out of the act or omission of the **VENDOR** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **VENDOR** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

NEW SMYRNA BEACH UTILITIES
 200 CANAL STREET
 P.O. BOX 100
 NEW SMYRNA BEACH, FL 32170-010

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **VENDOR** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than: Listed Below

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **VENDOR** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than: Listed Below

COVERAGE	MINIMUM AMOUNTS AND LIMITS
Worker's Compensation Employers Liability	Statutory requirements at location of work \$500,000 Each Occurrence \$500,000 Disease Aggregate \$500,000 Disease Each Employee
General Liability	\$2,000,000 General Aggregate \$1,000,000 Products-Comp Ops Agg \$1,000,000 Personal & Adv Injury \$1,000,000 Each Occurrence \$50,000 Damage to Rented Premises \$5,000 Medical Expense
Automobile Liability	\$1,000,000 Combined Single Limit

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of \$1,000,000. If applicable.

*New Smyrna Beach
(NSB)*

Item Description	UOM	Air Gas Dallas	Air Gas Merritt Island	Allied Universal	Brenntag	Carmeuse Lime	C&S Chemicals	Hawkins	Estimated Usage	Cost per est Usage
ITB 27-24 Annual Contract Water and Wastewater Chemicals										
Hypochlorite Solution 4460 SR A1A	Gal								4000	\$10,000.0000
Hypochlorite Solution 728 3rd Ave	Gal								4000	\$10,000.0000
Hypochlorite Solution 3119 SR 44	Gal			\$1.8900					180,000	\$279,000.0000
Hypochlorite Solution 2640 Paige Ave	Gal			\$1.8900					245,000	\$379,750.0000
One Ton Cylinders Chlorine 2640 Paige Ave	Ton			\$1,631.0000	\$2,280.0000				22	\$35,882.0000
Quicklime 2640 Paige Ave	Ton					\$525.5300			1,600	\$840,848.0000
Anhydrous Ammonia 2640 Paige LB	LB	\$1.1700							4,000	\$4,200.0000
Sodium Bisulfite 120 N Causeway	Gal				\$3.1350			\$5.6500	5,000	\$12,250.0000
Aluminum Sulfate 3119 SR 44	Gal						\$2.6000		10,000	\$22,000.0000
Ammonium Sulfate 2640 Paige Ave	Gal				\$3.7000			\$3.6900	17,000	\$52,020.0000
Carbon Dioxide 2640 Paige Ave	Ton		\$670.0000						176	\$94,688.0000

ITB 27-24 Annual Contract Water and Wastewater Chemicals	UOM	JCI Jones Chemicals	Lhoist North America	Matheson Tri-Gas	Odyssey Mfg Co	Tanner Industries	Thatcher Chemicals
Hypochlorite Solution 4460 SR A1A	Gal	\$2,9038			\$2,5000		
Hypochlorite Solution 728 3rd Ave	Gal	\$2,9038			\$2,5000		
Hypochlorite Solution 3119 SR 44	Gal	\$1,6638			\$1,5500		
Hypochlorite Solution 2640 Paige Ave	Gal	\$1,6638			\$1,5500		
One Ton Cylinders Chlorine 2640 Paige Ave	Ton						
Quicklime 2640 Paige Ave	Ton		\$679,5000				
Anhydrous Ammonia 2640 Paige	LB					\$1,0500	
Sodium Bisulfite 120 N Causeway	LB				\$2,4500		\$2,9300
Aluminum Sulfate 3119 SR 44	Gal						\$2,2000
Ammonium Sulfate 2640 Paige Ave	Gal						3,06
Carbon Dioxide 2640 Paige Ave	Ton			\$538,0000			

Water Usage \$1,427,388.0000
Waste Water Usage \$313,250.0000

ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS

ITB COVER OR TITLE PAGE

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TAB 4 BID FORMS

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TAB 5 ADDENDUM ACKNOWLEDGEMENT

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- NSF-60 Certification
- Sodium Hypochlorite SDS
- Sodium Hypochlorite Specification Sheet
- Sodium Bisulfite SDS
- Sodium Bisulfite Specification Sheet

ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS

TAB 1

**CITY OF NEW SMYRNA BEACH ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS**

TAB 1 – EXPERIENCE

Executive Summary

Odyssey Manufacturing Company is pleased to submit our proposal for the above referenced ITB for purchase of water and wastewater treatment chemicals (ITB #27-24). We feel we are uniquely qualified to do this work for the following reasons:

- We are the largest provider of sodium hypochlorite to the utility industry in Florida and serve over 60% of the utilities who feed sodium hypochlorite.
- Three sodium hypochlorite manufacturing facilities in Florida and three chemical distribution terminals with on-site sodium hypochlorite and sodium bisulfite storage.
- We are a licensed plumbing and general contractor who specializes in chemical systems work at water and wastewater treatment plants.
- We have installed over 2,000 chemical systems in Florida including one for the City of New Smyrna Beach.
- We are a technical resources company who provides solutions to our customers.
- We are financially capable of performing the proposed work and will not bill the City of New Smyrna Beach until the work is complete. We are bondable to \$6 million and our bond rate is 1%.

The managing partner and CEO of Odyssey Manufacturing Co. is Stephen Sidelko who has a B.S. in Chemical Engineering and an MBA from Rensauler PolyTechnic Institute. Mr. Sidelko successfully operated sodium hypochlorite manufacturing facilities in Florida for over thirty-five years starting out with Procter and Gamble and moving over to Kare Chemical. In 1980, Mr. Sidelko founded Sentry Industries in Miami, Florida which has grown over the years and currently manufactures and delivers about 20 million gallons per year of sodium hypochlorite to various customers located throughout Florida. Mr. Sidelko is the President of Sentry Industries and manages their day to day operations. In 1998, Mr. Sidelko and a group of partners founded Odyssey Manufacturing Co. Odyssey Manufacturing began operations in 1999. The day to day operation of Odyssey Manufacturing is managed by Patrick H. Allman (General Manager) and Marvin T. Rakes (President) who provide technical support to our customers and have guided Odyssey since 1999 and 2000, respectively. Mr. Allman (cellular 813-335-3444) has a B.S. in Nuclear Engineering 1983 from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors in 1984 and an M.B.A. from the University of Tampa in 1990. Mr. Allman has over seven years of power plant experience in the U.S. Navy, nine years of power plant experience at Tampa Electric Company and over twenty-two years of experience running the day to day operations of a large sodium hypochlorite manufacturing facility in Florida. Marvin Rakes, President (cellular 813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State. Mr. Rakes has over twenty years of operational experience as the Operations Manager for the largest chemical distribution and chlorine repackaging company on the East Coast in Virginia and for the past twenty-one years as the President of Odyssey Manufacturing. Under their tenure, Odyssey Manufacturing has grown considerably over the past twenty-two years and currently sells over 50 million gallons per year of sodium hypochlorite and has expanded to provide numerous water and wastewater treatment chemicals to the marketplace.

Odyssey Manufacturing Co. is a disinfection solutions company who has four integrated business units providing technical solutions to our customers: (1) We are the largest sodium hypochlorite manufacturer in the southeast and our sodium hypochlorite currently serves over 60% of the water and wastewater plants and power plants that use bulk bleach in peninsular Florida; (2) We are a chemical distributor with three large railyards that receive a variety of chemicals including sodium hypochlorite, sodium hydroxide, muriatic acid, salt, potassium hydroxide and sodium bisulfite; (3) We are a licensed general and plumbing contractor who has installed over 3,000 “turn-key” chemical and biological odor control systems in Florida; and (4) We are the Florida distributor for the Cleanwater1 MicrOclor On-Site Sodium Hypochlorite Generation (OSHG) System, Tank Shark mixing system, PAX Mixer, PAX THM Removal System and the PSI Residual Control System. We are the exclusive distributor for Olin’s sodium hypochlorite in Florida and for Southern Ionics sodium bisulfite. Olin is the largest sodium hypochlorite manufacturer in the world and Southern Ionics is the largest sodium bisulfite manufacturer in North America.

History

Odyssey Manufacturing Co. was incorporated in 1998 and began operations in late 1999. Our state-of-the-art manufacturing facility in Tampa, Florida opened in March of 2000. A second manufacturing facility was opened on the east side of Orlando in January of 2008. Odyssey Manufacturing Co. is the largest sodium hypochlorite manufacturer in the southeast United States and serves 60% of the water and wastewater treatment plants in Florida who use sodium hypochlorite for disinfection (which is currently 96% of the water and wastewater treatment plants). In addition to be a sodium hypochlorite manufacturer, Odyssey is a licensed plumbing contractor which has designed and installed over two thousand chemical systems in Florida most of which were sodium hypochlorite conversions. Odyssey also has service contracts and performs service work on chemical systems for most of the utilities in Florida. Odyssey is the only entity in Florida who stocks chemical feed equipment, tanks, piping, and spare parts. In addition, these parts and equipment are available to its customers on a 24/7 basis.

Business Partners

Our business partners who will be available to provide assistance under this proposed contract are Blue Planet Environmental and Sentry Industries. Blue Planet Environmental provides Odyssey the capability to provide *immediate* chemical system service response from their Palm Bay fabrication facility. Blue Planet also stocks a limited amount of chemical feed equipment only in its Palm Bay location. Sentry Industries is a manufacturer and distributor of sodium hypochlorite located in Miami, Florida. They provide additional manufacturing and distribution backup for Odyssey Manufacturing Co. should we ever call on it. Their manufacturing facility typically runs only 4 – 6 hours per day and is sized to provide Odyssey hypochlorite on a 24/7 basis for an extended period should there ever be a requirement to do so. The owner of Sentry Industries is one of the owners of Odyssey Manufacturing Co.

Odyssey’s Market

Odyssey delivers its product in bulk tankers (approximately 5,000 gallons per tanker 7 days per week). About 75% of the customer base are water treatment and wastewater treatment plants, 13% is re-sellers (e.g., wholesale) almost all of which goes to water and wastewater treatment plants, 4% is industrial/power plants, and 8% are pool stores/water theme parks. Because of the nature of their business, most of these customers demand assurances with regard to the integrity of the product and

Odyssey provides that assurance. Additionally, over 80% of Odyssey's customers are government entities, most of them in the Utility business.

Core Business

Odyssey Manufacturing Co. is the leading provider of disinfection solutions for the water and wastewater treatment industry in Florida. Since its inception in September of 1998 and initial manufacturing operations in March of 2000, it has led the way in pioneering hypochlorite disinfection solutions in Florida. In addition to sodium hypochlorite solutions, Odyssey Manufacturing has permitted, designed, supplied equipment for and installed ammonia, sodium bisulfite, acid, caustic, and corrosion inhibitor chemical systems throughout Florida. Odyssey Manufacturing Co. also supplies on-site sodium hypochlorite generation (OSHG) equipment for utilities who wish to manufacture their own sodium hypochlorite on-site. Odyssey sells the MicrOclor OSHG system which is manufactured by Process Solutions. The principals and key personnel at Process Solutions, Inc. who is the manufacturer of the on-site sodium hypochlorite generation equipment have been manufacturing, installing, and servicing equipment for the past twenty years.

Odyssey Manufacturing Co. manufactures only one product, sodium hypochlorite, utilizing a Kvaerner Chemetics chlor-alkali plant integrated with a Powell Continuous Bleach Plant located in Tampa, Florida. As the only proven chlor-alkali manufacturing facility in Florida, we can offer a unique combination of high quality combined with a very competitive cost structure. We make our raw materials (chlorine and caustic) on-site out of high purity salt and demineralized water utilizing a membrane cell electrolysis process. Not only does this process result in high quality bleach (since our chlorine and caustic do not come from "rusty iron railcars"), but also makes our product cost very competitive as we do not have to pay out of state third parties to make the raw materials for us and have them shipped down by railcar. Additionally, Odyssey has a second "peaking" manufacturing facility located on the east side of Orlando which is capable of running 18 hours per day to fully backup our Tampa facility but typically only runs several days per week.

Because of our manufacturing process, we make our own chlorine and caustic and thus are not subject to the wide price fluctuations in this market or the availability of materials. Thus, we are able to actually "guarantee" pricing for several years at a time and would honor any contractual agreement. In addition to the wide variations and availability of the chlorine and caustic markets (especially significant since September 11th), other sodium hypochlorite manufacturers face multi-million dollar costs to install containment and chlorine scrubbers for their chlorine railcars under the EPA's Risk Management Plan (RMP) mandate. The RMP requires any entity over the minimum threshold of chlorine to take ALL measures necessary to protect the public. The only true measure available to protect the public is to install an expensive chlorine scrubber system and containment building for the chlorine railcars. For a bleach manufacturer with chlorine railcars, this expense would be several million dollars. As the only chlor-alkali manufacturer in the State of Florida, we have no railcars of chlorine on-site and thus would not be impacted by this requirement. With regard to availability, Odyssey is the only sodium hypochlorite supplier that does not rely on railcar shipments of chlorine gas into the State of Florida. As you may be aware, railcar shipments of chlorine gas have been suspended on twelve occasions after September 11th because of terrorist threats and hurricanes. The new Homeland Security Protection measures call for curtailing and suspending railcar shipments for higher terrorist threats.

Key Personnel

Marvin T. Rakes is the President of Odyssey Manufacturing. Mr. Rakes holds a B.S. degree in Chemical Engineering from North Carolina State and has over thirty-three years of chemical industry

experience with three different companies. Mr. Rakes joined Odyssey Manufacturing shortly after it began operations and has guided the company from its early days.

Patrick H. Allman is the Account Manager and Key Contact for the City of New Smyrna Beach and currently serves as the General Manager of Odyssey Manufacturing. Mr. Allman designed, constructed, and has successfully operated for the past eleven years the largest On-Site Sodium Hypochlorite Generation System in the southeast United States in Tampa, Florida. This facility produces over 100,000 pounds per day of equivalent chlorine and has an availability of over 98%. In addition to running an on-site sodium hypochlorite generation unit which resells hypochlorite to most of the utilities in Florida, Mr. Allman also runs a licensed general construction plumbing company specializing in chemical systems installation and service support. A copy of Odyssey Manufacturing Co.'s general and plumbing contractor's license is also attached.

What separates Odyssey from other companies is our management's involvement in the day to day interaction with our customers. Odyssey's management is personally involved in the customer service effort and in providing technical support. For example, Odyssey's General Manager went out on two different Saturday afternoons in the recent past in response to some controller issues which he helped solve at the City of Clearwater Marshall Street WWTP (Reference: Jack Sadowski, WWTP Superintendent, 727-224-7726). We have provided all of our customers this same level of support over the past eight years as well!

Description of Operations

Odyssey's Tampa manufacturing location is in an Industrial Park on the eastside of Tampa within ½ mile of the Hillsborough County Sheriff's Department main office. It is a 24/7 manufacturing facility that manufactures and delivers sodium hypochlorite. Raw materials are salt and demineralized water. The sodium hypochlorite is manufactured in a continuous process from brine using electrolysis and demineralized water. The finished product is manufactured to 12.5 Trade Percent sodium hypochlorite. *There are no railcars of chlorine gas or caustic on-site.* The site is manned 24/7 including all holidays with at least three personnel (Control Room Supervisor, Plant Chemist/Operator, and a Roving Patrol). Access to site controlled by Office personnel during weekdays from 0700 to 1700 and by Control Room after hours. Site is fenced and all access is through a single gate.

To ensure product integrity, Odyssey employs four full-time chemists to enable 24/7 plant coverage. The chemists periodically check the quality of the brine and sodium hypochlorite during the manufacturing process and during loading of the tankers. In addition, a small "retain" sample is kept for 30 days in a refrigerator for each load shipped. A certificate of analysis (C/A) is generated for each tank of sodium hypochlorite manufactured. The product itself is also checked once per year in a surprise audit by NSF to ensure compliance with NSF-60 for use in drinking water and periodically by several outside laboratories as part of Odyssey's own quality assurance measures. Once the product is manufactured, it is loaded into storage tanks on the site and then pumped into tankers. Some of the tankers have a dome lid and these dome lids are never used except in an emergency so that the tankers are kept "sealed". One-2" and one 3" Schedule 80 PVC line is hard-mounted to the back of the trailer for filling and for offloading of the tanker. The caps on these fill lines are kept locked to prevent tampering with the product. The driver and plant personnel maintain these keys. The product itself is a strong oxidizer and will disinfect and neutralize almost all attempts to contaminate the product including anthrax.

Once the driver leaves Odyssey's site, they make every effort to stay within sight of their trucks at all times. An exception may be to use a restroom or to enter a security office at a customer's site.

Whenever the driver does lose sight of their truck, they verify the physical integrity of the locks on the caps and the seal on the dome lids (e.g., if applicable) before proceeding. All of Odyssey's drivers have had thorough background checks including police record checks, driving history, and reference checks. Odyssey will also furnish a list of its drivers to any customer who makes such a request and invites the Customer to check the driver's FDOT driver's license before allowing them to make the delivery. Additionally, all of the delivery personnel are Odyssey employees with at least five years of tanker experience and over ten years of driving experience. We have a fleet of over twenty-four tractors and drivers and have never had a driving accident where our driver has gotten a ticket since we have been in operation (over eleven years in business).

Resources

Odyssey owns and operates a fleet of 40 tankers/tractors out of its two manufacturing facilities. Most days we deliver over 50 tankers of sodium hypochlorite all over Florida and we have regularly scheduled deliveries seven days per week. We have the demonstrated ability to make emergency deliveries. By way of example, the FP&L Turkey Point Power Plant called us at 4 AM on Sunday, March 15th and said they were almost out of hypochlorite and wanted a delivery first thing Monday morning. Odyssey made this delivery at 9 AM on Monday morning (Reference: Charles Harry, Operations Manager, 305-242-3814). Call our references to confirm this capability.

Odyssey stocks over \$10 million worth of spare parts between its manufacturing facility, chemical services business and OSHG business. For example, Lynn Stevens, formerly City of Clearwater Water Production Manager and now the Public Works director in Port Orange called Odyssey on Saturday morning, August 5, 2006 with an emergency. Her RO plant was off-line, and they needed the water production desperately, but they needed a 6" CPVC flange to get started up. Not only did Odyssey respond in two hours but we made the repair for the customer as well. We are probably the only entity in the State of Florida who could have responded in this manner.

Odyssey has a 50-ton warehouse in Tampa filled with evaporated salt and three trucks capable of making deliveries to its customers or to its manufacturing facility. We are the only salt supplier in Florida who utilizes 100% indoor storage and the only salt supplier who can provide evaporated salt.

Odyssey also owns ten service vehicles, four tank trailers, three low-boy trailers and a variety of construction equipment including a 6,000# lull, 10K lull, mini-excavator and a skid steer all of which we use to provide installation and service work on chemical systems to our customers. We have fourteen dedicated service personnel and eight additional resources to assist customers who work in our manufacturing plant and drive tankers. For example, our Operations Manager is a double-A operator and he recently pulled BAC T's for a customer who was unable to do so.

Value Added Services

Odyssey has installed over 2,000 hundred "turn-key" chemical system installations, provided emergency and non-emergency service work on customer's chemical systems, provided equipment for chemical systems, and provided significant engineering, training and technical assistance to our customers. As part of our chemical supply, we would provide unlimited technical, training and permitting assistance to our customers at no charge and service and maintenance work per the terms quoted. Please call our Reference Sheet to confirm this fact. We are the only chemical supplier (or other entity for that matter) in Florida capable of providing this demonstrated level of support!

Core Values of Odyssey and its Competition Based on Demonstrated Track Records

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

As you know, Odyssey provides a superior product for two reasons: (1) We have a superior process; and (2) We care about quality (we just don’t pay lip service to it and tell you we are “improved” or just as good as Odyssey). Frankly, if 85% of our business was pool stores (as is our competitor’s business) to which we delivered 8% - 9% bleach laden with iron, metals, sludge and other impurities to them because they don’t care about quality why would we bother to spend an extra \$.20 per gallon to make the correct strength bleach and another \$.05 per gallon to properly filter the bleach? Instead, I would probably target the 4% of the municipal market which buys on “price per gallon” and not the total cost when usage and maintenance is factored in and sell them the same slop. This same group does not care when their bleach comes late or does not come at all either because they continue to put up with it as long as they perceive they are paying less per gallon. It is not what a company says they will do it is what they have consistently done in the past is what you will get! Our company’s track record is proven, our competitor’s is also – call our references!

We have never had a contract terminated by a customer for quality or service reasons. Odyssey has never had a bid thrown out or intentionally misrepresented information on its bid. In addition, Odyssey sets the standard for reliability in the marketplace. Odyssey has consistently provided the City of New Smyrna Beach a superior service and a superior product.

Awards

Odyssey Manufacturing Co. is very active and gives back to the Water and Wastewater Industry. We sponsor a meeting in every Florida Water and Pollution Control Operators Association (FWPCOA) Region each year. Odyssey Manufacturing Co. has been the co-sponsor of the State of Florida TOP OPS competition for the past twenty years. Additionally, Patrick H. Allman has been on the national TOP OPS committee for the past eighteen years. Odyssey Manufacturing Co. is a four-time award winner of the Southeast Desalting Association (SEDA) vendor of the year (no one else has won more than once). Patrick Allman is the only two-time President’s award winner for SEDA. Odyssey is the only t-time winner of the FWPCOA Pat Flanagan award for vendors. Patrick Allman is also a member of the Florida Select Society of Sanitary Sludge Shovelers (FSSSSS) and was given an AWWA Lifetime Achievement Award in 2018. Lastly, Odyssey provides over 500 hours of CEU training for the water and wastewater industry operators each year.

Summary

Integrity, service, technical knowledge, and quality should matter in Public Purchasing; otherwise you encourage suppliers to become the lowest common denominator. This may be acceptable for lawn maintenance services (although I suspect your residents would probably disagree here also) but

should not be acceptable for our drinking water supply! Bottom line is that you need to be able to trust both your chemical supplier and any contractor performing work at your water and wastewater treatment plants because you don't have the time and resources to check each and every individual chemical delivery or watch every bit of work taking place! Odyssey has demonstrated a superior level of technical knowledge, quality, service, and integrity in the past in its dealing with the City of New Smyrna Beach and the water and wastewater industry in general.

ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS

TAB 2



ODYSSEY
MANUFACTURING CO.

Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- David Rodriguez, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Jeff Poteet, City of Marco Island, Utilities Director, 239-389-5189
- Gary Loggins, Citrus County, WTP Superintendent, 352-527-7650
- Gary Baker, City of Lake Worth, WTP Manager, 561-586-1713
- Fred Hemerick, City of Clearwater, WTP Manager, 727-462-6326
- Jack Sadowski, City of Clearwater, East WWTP Superintendent, 727-462-6667
- Ryan Alexander, City of Clearwater, Marshall Street WRF Superintendent, 727-224-7726
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- Sean McFarland, Marion County, Operations Manager, 352-479-3191
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
- Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Paul Kavanagh, Hillsborough County, Lake Park WTP Manager, 813-264-3836
- Norrise Shellman, Hillsborough County, Central WTP Manager, 813-626-0342
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
- Paul Noeske, City of Tampa, WTP Manager, 813-344-9224
- David Winkler, City of Largo, WWTP Superintendent, 727-424-7432
- Holly Britt, City of Lake Wales, WTP Supervisor, 863-528-7639
- Bobby Gibbs, Bay County, Utility Director, 850-814-8869
- Johnny Lynn, City of Flagler Beach, WWTP Supervisor, 386-517-2029
- Mike Nevelus, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- Scott Lewis, City of St. Petersburg, Manager Water Supply, 813-920-2841
- Brian Antonian, City of Dunedin, WWTP Superintendent, 727-298-3256
- Bob Polizzi, City of Edgewater, WTP Superintendent, 386-424-2490
- Mike Powers, TOHO Water Authority, WTP Supervisor, 407-944-5074

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

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this ITB. Include relationships with utility and governmental agencies. A **minimum of five (5) years in business is REQUIRED**. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: City of Pompano Beach
Address: 1205 N.E. 5th Ave.
Pompano Beach, FL 33060
Point of Contact: Phil Hyer
Phone Number: 954-909-5600
Dates of Service: 10/1/2013 - Present

Service(s) Provided: Supply Sodium Hypochlorite

2. Name of Company: City of St. Petersburg
Address: 1160 6th Ave.
St. Petersburg, FL 33702
Point of Contact: Craven Asken
Phone Number: 727-892-5116
Dates of Service: 10/1/2002 - Present

Service(s) Provided: Supply Sodium Hypochlorite

3. Name of Company: City of Sarasota
Address: 1565 1st St. Sarasota, FL 34236
Point of Contact: Jernd Hall
Phone Number: 941-661-1347
Dates of Service: 10/1/2010 - Present

Service(s) Provided: Supply Sodium Hypochlorite + Sodium Bisulfite

**ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS**

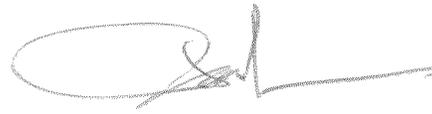
TAB 3

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

BID FORM page 1 of 2

BIDDER NAME: Odyssey Manufacturing Company

	Description	Est. Quantity	Unit	Unit Price	Total
1A	Hypochlorite Solution To Be Delivered to 4460 SR A1A, New Smyrna Beach, FL	4000	GAL	\$ 2.50	\$ 10,000 ⁰⁰
1B	Hypochlorite Solution To Be Delivered to 728 3 rd Ave, New Smyrna Beach, FL	4000	GAL	\$ 2.50	\$ 10,000 ⁰⁰
1C	Hypochlorite Solution To Be Delivered to 3119 SR 44, New Smyrna Beach, FL	180,000	GAL	\$ 1.55	\$ 279,000 ⁰⁰
1D	Hypochlorite Solution To Be Delivered to 2640 Paige Avenue, New Smyrna Beach, FL	245,000	GAL	\$ 1.55	\$ 379,750 ⁰⁰
2	One Ton Cylinders of Chlorine delivered to the Glencoe Water Treatment Plant, 2640 Paige Ave., New Smyrna Beach, FL	22	TON	\$ No Bid	\$ —
3	Quicklime – to be delivered to the Water Treatment Plant, 2640 Paige Ave. NSB, FL	1600	TON	\$ No Bid	\$ —
4	Anhydrous Ammonia – to be delivered to the Water Treatment Plant. 2640 Paige Ave, NSB, FL	4,000	LB	\$ No Bid	\$ —
5	Sodium Bisulfite – to be delivered to 120 N. Causeway, NSB, FL	5,000	GAL	\$ 2.45	\$ 12,250 ⁰⁰
6	Aluminum Sulfate-To Be Delivered to 3119 SR 44, New Smyrna Beach, FL	10,000	GAL	\$ No Bid	\$ —
7	Ammonium Sulfate To Be Delivered to 2640 Paige Ave., NSB, FL	17,000	GAL	\$ No Bid	\$ —
8	Carbon Dioxide To Be Delivered to 2640 Paige Ave., NSB, FL	176	TON	\$ No Bid	\$ —


 General Manager

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

BID FORM page 1 of 2

BIDDER NAME: Odyssey Manufacturing Company

The NEW SMYRNA BEACH UTILITIES reserves the right to award the contract to the Bidder(s) that the NEW SMYRNA BEACH UTILITIES deems to offer the best overall bid. The NEW SMYRNA BEACH UTILITIES is therefore not bound to accept a bid on the basis of lowest price. In addition, the NEW SMYRNA BEACH UTILITIES at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the NEW SMYRNA BEACH UTILITIES to do so. The NEW SMYRNA BEACH UTILITIES also reserves the right to make multiple or split awards if it is deemed to be in the NEW SMYRNA BEACH UTILITIES best interest. The NEW SMYRNA BEACH UTILITIES shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

Submitted by:  Patrick H. Allman, General Manager

(Please Print)

Company Name: Odyssey Manufacturing Company

Date: 8/23/2024

Title: General Manager

Phone No. 813-635-0339

Fax No: 813-630-2589

E-Mail: Pallman@odysseymanufacturing.com

BIDDERS MUST SIGN BID FORM.



April 1, 2024

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & 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; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for 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 September 21, 2023, 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 1st day of April, 2024.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

**ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS**

TAB 4

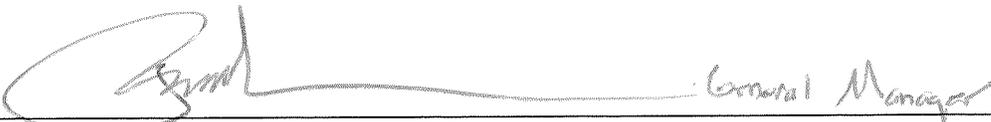
NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

CERTIFICATION OF DRUG-FREE WORKPLACE FORM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR SIGNATURE

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted Bid, Bid or Contract for ITB 27-24 Annual Contract for Water and Wastewater Chemicals

2. This sworn statement is submitted by Odyssey Manufacturing Company
[name of entity submitting sworn statement] whose business address is:
1484 Massaro Blvd., Tampa, FL 33619 and (if applicable) its
Federal Employer Identification Number (FEIN) is 65-0846345.

If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Patrick Allman and my relationship to the entity named above is General manager.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

Public Entity Crimes Statement

Page 2 of 2

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

X Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date

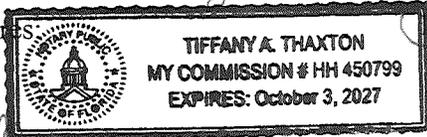
Signature

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Patrick Allman [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 23rd day of August, 2024.

My COMMISSION expires:



personally known to me, or
Produced Identification:

Tiffany A. Thaxton
Notary Public

Print, Type or Notary Stamp

Type of I.D.

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

State of Florida

County of Hillsborough

Patrick Allman, being first duly sworn, deposes and says that:

He/she is General Manager of Odyssey Mfg. Company, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **NEW SMYRNA BEACH UTILITIES**.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

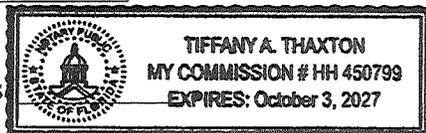

Signed

General Manager
Title

Subscribed and sworn to before me this 23rd day of August, 2024.

Tiffany A. Thaxton
Notary Public
Title

My COMMISSION Expires



NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS
(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with New Smyrna Utilities to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of sub-contractors for the duration of the contract with New Smyrna Utilities.

Contractor Name: Odyssey Manufacturing Company
Contractor E-Verify Registration Number: 367873

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with New Smyrna Utilities.
4. That the contractor will maintain affidavits of sub-contractors engaged to perform work on all contracts with New Smyrna Utilities.
5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by New Smyrna Beach Utilities, subjecting the contractor to liability for additional costs incurred by New Smyrna Utilities as a result of the termination of the contract.


Signed

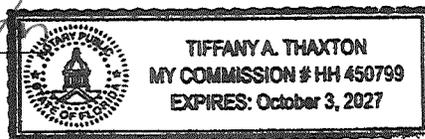
General Manager
Title

Subscribed and sworn before me this 23rd day of August, 2024

Tiffany A. Thaxton

Notary Public

My Commission Expires: _____



NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 23, 2024 Signed: 

Entity: Odyssey Manufacturing Company Name: Patrick Allman
Title: General Manager

[Signatures on next page]

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this 23rd day of Aug., 2024 (TT)

by Patrick Alleman (name of person
acknowledging).

Tiffany A. Thaxton
Notary Public

Tiffany A. Thaxton
(Print Notary Name)

State of FL at Large

My Commission Expires:



(Printed, typed, or stamped commissioned name of notary public)

BIDDER: Odyssey Manufacturing Company

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. <i>Odyssey Manufacturing Company</i>	
	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) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <i>1484 Massaro Blvd.</i>	Requester's name and address (optional)
	6 City, state, and ZIP code <i>Tampa, FL 33619</i>	
	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				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">65</td> <td style="width: 25%; border: 1px solid black;">-08</td> <td style="width: 25%; border: 1px solid black;">46</td> <td style="width: 25%; border: 1px solid black;">345</td> </tr> </table>	65	-08	46	345
65	-08	46	345	

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 ▶	Date ▶ <i>8/23/24</i>
------------------	----------------------------	-----------------------

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.

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

VENDOR APPLICATION

In addition to General conditions, your **BID** may be disqualified if the following vendor information is not returned with your **BID**.

Vendor is:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____ (Explain)

Federal Employer Identification

Number or Social Security Number: 65-0846345

Do you collect Florida State Sales Tax? () Yes () No

Firm Name: Odyssey Manufacturing Company

Mailing Address: 1484 Massaro Blvd.
Tampa, FL. 33619

Telephone No. 813-635-0339 Fax No. 813-630-2589

Email Address: Pallman@odysseymanufacturing.com Web Address: www.odysseymanufacturing.com

Commodity or Service Supply: WT & WWT Chemicals

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: Odyssey Manufacturing Company

Mailing Address: 1484 Massaro Blvd.
Tampa, FL. 33619

Submitted by: 

Name & Title Printed: Patrick Allman, General Manager

ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS

TAB 5

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

ITB 27-24 Annual Contract for Water and Wastewater Chemicals
Addendum No 1

DATE: August 14, 2024

RE: ITB 27-24

To prospective vendors:

The Utilities Commission is issuing the following addendum. **As such it becomes an integral part of the bid and must be acknowledged by the return of this signed form, with your bid form, acknowledging receipt of the addendum.**

- 1) Will orders for 1A and 1B (Pump Stations) be placed at the same time as orders for 1C (WRF) and/or 1D (WTP)? We would like to be able to combine their orders with full truckloads going to the large plants.
No, orders for the pump stations will not be placed at the same time as the WRF and the WTP.
- 2) What is the anticipated date that 1D (WTP) will become operational?
Completion was originally scheduled for September 2024. However, it has been delayed due to part delays.
- 3) Page 7 of the ITB#18 states that we need to submit one original, and one duplicate copy returned in a sealed envelope. Do we need to submit physical copies of the bid?
No physical copies are required to be submitted. This is outdated language.

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

ITB 27-24 Annual Contract for Water and Wastewater Chemicals
Addendum No 1

A Copy of This Signed Form Must Accompany Your Proposal

Acknowledgment of Receipt of Addenda No. 1

Company Odyssey Manufacturing Co.
Title General Manager
Signature 

ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS

TAB 6

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

QUESTIONNAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled? *No*
2. Is your company bondable? Has your company ever been denied bond? *Yes; No*
If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming NEW SMYRNA BEACH UTILITIES as an Additional Insured? *Yes*
4. Since January 1, 2018, has your company been a defendant in any lawsuits? *Yes*
5. Is your company a subsidiary or otherwise legally affiliated with any other company? *No*
6. Is your company rated by Dunn & Bradstreet or any other rating agency? *No*
If yes, what is the name of the agency and rating? *N/A*
7. Is your company in any stage of bankruptcy, including initial filing? *No*
8. Has your company been disbarred by the Federal Government or any State Government? *No*


General Manager

ODYSSEY MANUFACTURING COMPANY
ITB #27-24
PURCHASE OF WATER AND WASTEWATER CHEMICALS

TAB 7



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on May 6, 2022.

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
813-635-0339

Facility: Tampa, FL (T1)

Chemical/ Trade Designation	Function	Max Use
Sodium Hypochlorite [HY]		
Sodium Hypochlorite 12.5 Trade Percent	Disinfection & Oxidation	94 mg/L
Sodium Hypochlorite 12.5 Weight Percent	Disinfection & Oxidation	84 mg/L
Ultrachlor	Disinfection & Oxidation	94 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Tampa, FL (T2)

Chemical/ Trade Designation	Function	Max Use
Hydrochloric Acid		
Hydrochloric Acid - 18 Baume	Corrosion & Scale Control	40 mg/L
Hydrochloric Acid - 20 Baume	Corrosion & Scale Control	40 mg/L
Hydrochloric Acid - 22 Baume	Corrosion & Scale Control	40 mg/L
Sodium Bisulfite [1]		
38% - 40% Sodium Bisulfite Solution	Dechlorination	50 mg/L
Sodium Chloride [2]		
Sodium Chloride	Electrolytic Chlorination Softener	NA
Sodium Hydroxide		
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200 mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hypochlorite [HY]		
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

1 of 2



- [1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 10 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.
- [HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Lantana, FL

Chemical/

Trade Designation	Function	Max Use
Sodium Hydroxide		
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200 mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hypochlorite [HY]		
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70 mg/L

- [HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/21/23

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 – 16.0	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
83.6 - 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 listing 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), ammonium sulfate 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)

TDLo - 1 gm/ kg oral (woman)

TDLo - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

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

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat. 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 #154
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 depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

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

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

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

U.S. State Regulations

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

Other U.S. State Inventories:

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

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

Canada

WHMIS Hazard Symbol and Classification:



Class E – Skin Irritant

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the SDS 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*
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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



Splash Goggles



Gloves

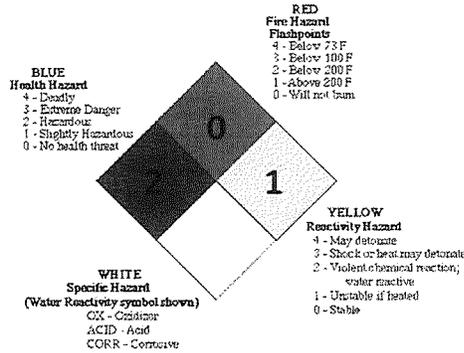


Protective Apron



Vapor Respirator

National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this SDS 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.



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

03/20/12

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

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

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



SOUTHERN IONICS INCORPORATED (SII)
SAFETY DATA SHEET

SDS NO. 207
Effective Date: April 17, 2015
Revision Date: September 11, 2018

I. Product and Company Information

SII Product Name(s):	Sodium Bisulfite Solution	Synonym:	SBS
Chemical Name:	Sodium Bisulfite Solution	CAS Number:	7631-90-5
Manufacturer's Name: Southern Ionics Incorporated 579 Commerce Street West Point, MS 39773 Customer Service: 1-800-953-3585 Web Site www.southernionics.com		Emergency Contacts: Afterhours (Southern Ionics)1-888-610-2379 For Chemical Emergency, Spill or Accident Call CHEMTREC at 1-800-424-9300 CHEMTREC CCN - 20596	

II. Hazard Identification

OSHA HCS / GHS Classification(s):		Hazard Statement(s):	
Acute Toxicity Oral, Category 4		Harmful if swallowed.	
Hazards Not Otherwise Classified - Respiratory		Sulfite sensitive individuals may experience an allergic reaction.	
Signal Word:	Precautionary Statement(s):		
Warning	Prevention:	Wash affected body parts after handling.	
Symbol(s): 		Do not eat, drink or smoke when using this product.	
	Avoid breathing vapors.		
	Response:	IF SWALLOWED: Rinse mouth and call a doctor if you feel unwell.	
IF INHALED: Remove victim to fresh air and keep comfortable for breathing.			
For specific treatment: See First Aid section IV.			

III. Composition / Information on Ingredients

Chemical Name:	CAS Reg #'s	%
Sodium Bisulfite(NaHSO ₃)	7631-90-5	15-44
Sodium Sulfite (Na ₂ SO ₃)	7757-83-7	<1
Sodium Sulfate (Na ₂ SO ₄)	7757-82-6	<4
Water	7732-18-5	Balance

IV. First Aid Measures

Eyes:	Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open. Remove any contact lenses. Seek medical attention, if you feel unwell.
Dermal / Skin:	Remove contaminated clothing and wash exposed area thoroughly with soap and water. Seek medical attention, if you feel unwell.
Inhalation:	Move to fresh air immediately. If breathing is difficult, give oxygen. Seek medical attention, if you feel unwell.
Ingestion:	If swallowed, DO NOT induce vomiting. Rinse mouth, Seek medical attention, if you feel unwell.

V. Fire Fighting Measures				
NFPA Hazard Rating:	Health (Blue)	Fire (Red)	Reactivity (Yellow)	Special Instructions (White)
	2	0	1	None
NFPA Hazard Classification: 0 = Least 1=Slight 2= Moderate 3= High 4= Extreme				
Extinguishing Media:	Use extinguishing media appropriate for surrounding fire.			
Special Firefighting Procedure:	Wear NIOSH-approved self-contained breathing apparatus (SCBA). Use water spray to keep containers cool and to knock down fumes. CAUTION: when subject to excess heat, product releases additional sulfur dioxide gas.			

VI. Accidental Release Measures	
Precaution if Spilled or Released:	Steps should be taken to contain spilled liquids and prevent discharges to streams or sewer systems.
Neutralizing Chemicals:	Neutralize with appropriate alkali such as sodium hydroxide, or soda ash to neutral pH. Avoid conditions where the pH of spilled material is maintained at lower than pH 6, since sulfur dioxide can be released at ambient temperatures below this pH.

VII. Handling and Storage	
Handling:	Handle all chemicals with respect. Keep separated from incompatible substances. Handle only with equipment, materials and supplies specified by their manufacturer as being compatible and appropriate for use with this product.
Storage:	Store at appropriate temperature to protect from freezing or crystallization. Consult the appropriate SII Product Bulletin for temperature recommendations. Do not store this material near food, animal feed or drinking water. Store in well ventilated area. Store away from excessive heat (e.g. steam pipes, radiators), and from reactive materials. Keep container tightly closed when not in use.

VIII. Exposure Control / Personal Protective Equipment				
Component Workplace Control Parameters:				
Components:	CAS-No.	Value	Parameters	Basis
Sodium Bisulfite	7631-90-5	TWA	5 mg/m ³	solid sodium bisulfite (metabisulfite)
Engineering Controls:	Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value.			
General Hygiene:	Practice good personal hygiene after using this material, especially before eating, drinking, smoking or using the toilet.			
Personal Protection Equipment:				
Eye:	Use chemical splash goggles and face shield. Eye protection worn must be compatible with respiratory protection system employed.			
Skin:	Chemically resistant gloves should be worn whenever this material is handled. Gloves should be removed and replaced immediately if there is any indication of degradation or chemical breakthrough.			
Respiratory:	None required under normal conditions. When conditions warrant a respirator, use NIOSH approved respirator and cartridge for particulates and Sulfur Dioxide.			
Other Protective Items:	Where splash is possible, full chemically resistant protective clothing and boots are required. Ensure that eyewash stations and safety showers are proximal to the work-station location.			
HMIS Classification:	Health (Blue)	Flammability (Red)	Physical Hazard (Yellow)	PPE (White)
	2	0	1	See Above
Hazard Classification: 0 = Minimal 1=Slight 2= Moderate 3= Serious 4= Severe				

IX. Physical and Chemical Properties

Physical State:	Liquid	pH:	3.5 to 5.0
Appearance:	Clear, colorless to pale yellow	Molecular Weight:	104.1 for NaHSO ₃
Odor:	Pungent odor	Odor Threshold:	No Data Available
Specific Gravity:(H₂O=1)	1.13 to 1.38 @ 77°F/25°C	Weight per gallon (lbs)	9.4 to 11.3 @ 77°F/25°C
Vapor Density: (Air=1)	Similar to water	Vapor Pressure:	≤ 32 mm Hg total (12 mm Hg SO ₂) @ 77°F/25°C
Boiling Point:	217°F /103°C Estimated	Freezing/Melting Point:	15.8°F/ -9°C
Lower Explosive Limit	Not Applicable	Upper Explosive Limit	Not Applicable
Flash Point	Not Applicable	Autoignition Temp.	Not Applicable
Solubility in water:	Dilutable	:	
Other:			

X. Stability and Reactivity Data

Chemical Stability:	Product is stable under normal or expected use.
Conditions To Avoid:	Avoid exposure to excessive heat.
Incompatible Materials:	Avoid contact with the following: acids and oxidizing agents.
Hazardous Products of Decomposition:	Thermal decomposition may yield the following: sulfur dioxide – toxic fumes.

XI. Toxicological Information

Routes of Entry:	<input checked="" type="checkbox"/> Eyes <input checked="" type="checkbox"/> Skin <input checked="" type="checkbox"/> Ingestion <input checked="" type="checkbox"/> Inhalation					
Sign and symptoms of Exposure:	May cause irritation to eyes, skin and respiratory passages.					
Eye Contact:	May cause eye irritation.					
Ingestion:	May be harmful if swallowed.					
Skin Contact:	May cause mild skin irritation.					
Inhalation:	May cause respiratory tract irritation.					
Carcinogenicity:	NPT	Not Listed	IARC	Not Listed	OSHA	Not Regulated
Ingredient Name:	Species		Test		Route	Results
Sodium Bisulfite Solution	Rat		2000 mg/kg		oral	LD50
Comments:	Sulfite sensitive individuals may experience an allergic reaction.					

XII. Ecological Information

Ingredient Name:	Species	Test	Period	Results
Sodium Bisulfite Solution	Mosquitofish	240ppm	96 hours	LC50
Comments:				

XIII. Disposal Considerations

Waste Disposal:	Always dispose of material in accordance with local, state, and federal regulations.
------------------------	--

XIV. Transportation Information

Proper Shipping Name:	Bisulfites, aqueous solutions, n.o.s. (contains Sodium Bisulfite)				
DOT Classification:	8				
Identification Number:	UN2693	Packing Group:	III	Other Labels:	Corrosive

XV. Regulatory Information

Inventory Status:		US Regulations:	
U. S. TSCA	Yes	SARA 302 TPQ	Not Listed
Europe EINECS	Yes	SARA 304 RQ	Not Listed
Canadian DSL	Yes	SARA 313 List	Not Listed
Japan ENCS	Yes	CERCLA (RQ)	5,000 lbs on dry weight basis for sodium bisulfite.
Korean KECI	Yes	RCRA 261.33	Not Listed
Philippines PICCS	Yes	CAA-112-r	Not Listed
Australian AICS	Yes		
		SARA 311/312	<input checked="" type="checkbox"/> Acute <input type="checkbox"/> Chronic <input type="checkbox"/> Fire <input type="checkbox"/> Release of Pressure <input type="checkbox"/> Reactive
International Regulations:		Other Regulations:	
EINECS	231-548-0	California PROP 65	Not Listed
		FDA GRAS	21 CFR 182.3739

XVI. Other Information

NSF Certification:	Sodium Bisulfite manufactured at Pasadena, TX, Williamsport, MD and Tuscaloosa, AL are NSF/ANSI-60 Certified. Maximum use in potable water is 50 mg/l.
Other:	
Revision Notes:	<u>04.12.18 Added all products covered under the SDS in the product name and removed the Canada information in the International Regulations Section. Reclassified the product based on European Union & Canadian Classification. Revised Section II Hazard Identification.</u> 09/11/18 Removed the percentages 25%, 40%, 40% Technical Grade & 43%) from the SII Product Name.
MSDS Replacements	<u>SII MSDS 048 Sodium Bisulfite Solution (15%-28%) , SII MSDS 118 Sodium Bisulfite Solution, 30%, SII MSDS 024 Sodium Bisulfite Solution (38%-44%) and SII MSDS 054 SI-SBS 40</u>

SALES OFFICE

For Product Information:
TEL: 662-494-3055
FAX: 662-494-2828

Post Office Drawer 1217
West Point, MS 39773

To Place An Order:
TEL: 800-953-3585
FAX: 800-953-3588

IMPORTANT

Although the information contained is offered in good faith, SUCH INFORMATION IS EXPRESSLY GIVEN WITHOUT ANY WARRANTY (EXPRESS OR IMPLIED) OR ANY GUARANTEE OF ITS ACCURACY OR SUFFICIENCY and is taken at the user's sole risk. User is solely responsible for determining the suitability of use in each particular situation. SII specifically DISCLAIMS ANY LIABILITY WHATSOEVER FOR THE USE OF SUCH INFORMATION, including without limitation any recommendation which user may construe and attempt to apply which may infringe or violate valid patents, licenses, and/or copyright.



SODIUM BISULFITE, 40% SOLUTION

Sales Specification

<u>Property</u>	<u>Minimum</u>	<u>Maximum</u>
* NaHSO ₃ , % by wt	38.0	42.0
* Specific Gravity @ 20°C	1.31	1.38
* pH	3.8	5.0
SO ₂ available, % by wt	23.4	25.8
Iron, as Fe, ppm		15
* Certificate of Analysis Properties		

Sodium Bisulfite, 40% Solution is a clear, colorless to pale yellow solution with a pungent odor.

NSF/ANSI 60 Certified. Maximum use in potable water is 50 mg/L.

Southern Ionics may accommodate other customer needs upon request.

For information on safety and handling, consult the Safety Data Sheet (SDS) for Sodium Bisulfite Solution available at www.southernionics.com or by contacting Southern Ionics Customer Service at 1-800-953-3585.

SII SOUTHERN IONICS INCORPORATED
Creative Solutions Today

P.O. Box 1217 / 579 Commerce Street
West Point, MS 39773

To Place an Order or For Inquiries:
Tel: 800-953-3585 / Fax: 800-953-3588
Email: sii_custserv@southernionics.com

Website: www.southernionics.com

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NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

✓ (11)
vendor/nt
8/26/24

INVITATION TO BID

New Smyrna Beach Utilities is seeking bids from qualified vendors for an Annual Contract for Water and Wastewater Chemicals.

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until 2:00 P.M. on AUGUST 28, 2024 they will be publicly opened in the 3rd floor DeBerry Room at 3:00 P.M. on AUGUST 28, 2024 **VENDORS ARE ENCOURAGED TO ATTEND BY DIALING 1 (872) 216-5903 CONF ID 555 854 877# OR YOU MAY USE THE LINK CONTAINED WITHIN THIS DOCUMENT TO VIEW**

Submit Bids To: Maureen Lynch, CPPB
Procurement Manager
New Smyrna Beach
Utilities
(386) 424.3046 Voice
(386) 424.3147 Fax
MLYNCH@NSBUFL.COM

Mailing Address: 200 Canal Street
PO Box 100
New Smyrna Beach, FL
32170

NEW SMYRNA BEACH UTILITIES
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BID SCHEDULE

August 5, 2024	DISTRIBUTION OF THE INVITATION TO BID
August 13, 2024	DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M. E-MAIL: mlynch@nsbufl.com _or submit through Vendorlink
August 19, 2024	ADDENDUM PUBLISHED BY 5:00 P.M.
August 28, 2024	BID RETURN DEADLINE BY 2:00 P.M. LOCATION: ELECTRONICALLY VIA VENDORLINK https://www.myvendorlink.com/common/searchsolicitations.aspx?aid=358
August 28, 2024	BID OPENING 3:00 P.M. Vendors are encouraged to attend by calling (872) 216-5903 Pin 555 854 877#, click the link below or copy and paste it into your browser https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzUwM2E0ZTUtODdmNC00NzYwLWE0MmEtNDFjZjJlZW4YWNi%40thread.v2/0?context=%7b%22Tid%22%3a%2219e89539-5749-45c7-8e15-c666411ecab8%22%2c%22Oid%22%3a%22a50d38e8-dc21-4945-8930-118cfc76150d%22%7d

NEW SMYRNA BEACH UTILITIES
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GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO BIDDERS:** To ensure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.
2. **SEALED BIDS: AN ELECTRONIC PROPOSAL** must be submitted through Vendor Link by the date and time specified.
3. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The NEW SMYRNA BEACH UTILITIES will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to ensure uniformity, bids must be submitted on this Bid Form and the attached pages.
4. **OBLIGATION OF BIDDER:** By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
5. **BID EXAMINATION:** **BIDDERS** are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.
6. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the **NEW SMYRNA BEACH UTILITIES** unless specifically stated.
7. **COLLUSION:** The **BIDDER** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
8. **PRICE WARRANTY:** The **BIDDER** warrants that the prices of the items set forth herein do not exceed the prices charged by the **BIDDER** under a contract with the State of Florida.
9. **COMMERCIAL WARRANTY:** The **BIDDER** agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **BIDDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **NEW SMYRNA BEACH UTILITIES** by any other provision of this award.
10. **INSPECTION AND ACCEPTANCE:** A duly authorized representative of the **UTILITIES** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.
11. **QUESTIONS REGARDING BID:** **NEW SMYRNA BEACH UTILITIES** has made every effort to provide prospective vendors with the information needed to appropriately

NEW SMYRNA BEACH UTILITIES
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respond to this bid. **NEW SMYRNA BEACH UTILITIES** realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this bid shall be directed, in writing, to:
NEW SMYRNA BEACH UTILITIES Maureen Lynch, CPPB Procurement
Manager
MLYNCH@NSBUFL.COM

All such requests must be received no later than 2:30 PM, Eastern Standard Time, **August 13, 2024**. Responses to all requests for more information will be included in any addenda and will be made available to all **BIDDERS** on **August 19, 2024**

Requests for additional information received after the **August 13, 2024** deadline will not receive a response. Responses will **not** be made orally.

Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. **NEW SMYRNA BEACH UTILITIES** will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

12. **COMMUNICATIONS:** Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any NEW SMYRNA BEACH UTILITIES Member, staff member, or consultant of the NEW SMYRNA BEACH UTILITIES regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the NEW SMYRNA BEACH UTILITIES website, VendorLink, or newspaper through the date of contract award. Also, from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer. The only exceptions to this are communications with the NEW SMYRNA BEACH UTILITIES Material Manager or the NEW SMYRNA BEACH UTILITIES designated point of contact. Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the NEW SMYRNA BEACH UTILITIES General Manager/CEO and Director of Finance (CFO)'s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future work with the NEW SMYRNA BEACH UTILITIES This process will safeguard the integrity of the NEW SMYRNA BEACH UTILITIES procurement and protest process and also provide an ethical, equitable, and transparent procurement process.
13. **NON-DISCLOSURE:** The New Smyrna Beach Utilities understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response NEW SMYRNA BEACH UTILITIES is incorporating the following verbiage into ITB 27-24 Upon receipt by NEW SMYRNA BEACH UTILITIES, responses to solicitations become public records subject to the provisions of Florida's state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.

NEW SMYRNA BEACH UTILITIES
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14. **INVOICES**: All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
15. **E-VERIFY**: By [registering as a vendor, submitting a response to this solicitation, entering into a Contract], you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your [registration as a vendor/response to this solicitation/entering into a contract] you affirm and represent that you are registered with the E-Verify system are using same, and will continue to use same as required by Section 448.095, F.S. Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination [as a vendor, disqualifying you for award of this solicitation, entering into a contract and/or, cancellation of an active contract], or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/Contractor, the Vendor/Contractor may not be allowed to do business with The **NEW SMYRNA BEACH UTILITIES** or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/Contractor.
16. **PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Commission will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Commission's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

17. **COMPLIANCE WITH FOREIGN ENTITY LAWS**

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of

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business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
 - F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
 - G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
18. **BID FORM:** A Bid Form is provided and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable.** It is incumbent upon each bidder to ensure that they have received all addenda before submitting their bid.
19. **BID OPENING:** Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the **BIDDER's** sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The **NEW SMYRNA BEACH UTILITIES** will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered; such bids shall remain **unopened.**
20. **QUOTING PRICES:** Carelessness in quoting prices or in preparation of bid otherwise will not relieve the **BIDDER.** **BIDDERS** are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the **BIDDER.** In the event of an extension error(s), the unit price will prevail.
21. **AMENDED OR WITHDRAWN BIDS:** Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.
22. **PUBLIC ENTITY CRIMES:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact

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business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list. See attachment "A".

23. **CONSIDERATION OF BIDS:** The NEW SMYRNA BEACH UTILITIES reserves the right to award the contract to the Bidder(s) that the NEW SMYRNA BEACH UTILITIES deems to offer the best overall bid. The NEW SMYRNA BEACH UTILITIES is therefore not bound to accept a bid on the basis of lowest price. In addition, the NEW SMYRNA BEACH UTILITIES at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the NEW SMYRNA BEACH UTILITIES to do so. The NEW SMYRNA BEACH UTILITIES also reserves the right to make multiple or split awards if it is deemed to be in the NEW SMYRNA BEACH UTILITIES 'S best interest. The NEW SMYRNA BEACH UTILITIES shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.
24. **TIE BID:** In the event of a tie bid where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free workplace in accordance with Section 287.087 Florida Statutes. Where tie bids are between bidders, one of which is located in Volusia County and the other bidder is not, the recommended award shall be to the local bidder. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities NEW SMYRNA BEACH UTILITIES projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If **all** conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.
25. **SUBMITTING BIDS:** Bids shall be submitted via **Vendor Link**.
26. **NO BID:** In the event an Invitation to Bid is returned as a no bid, "**NO BID**" shall be properly marked on the outside of the envelope with the bid number.
27. **REJECTED BIDS:** The NEW SMYRNA BEACH UTILITIES reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
28. **FAILURE OF THE CONTRACTOR TO DELIVER:** Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the NEW SMYRNA BEACH UTILITIES or failure to make replacements of rejected articles as directed, shall permit the NEW SMYRNA BEACH UTILITIES to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the NEW SMYRNA BEACH UTILITIES, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the NEW SMYRNA BEACH UTILITIES may be withheld until reimbursement is received.

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29. **BRAND OR TRADE NAMES:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to the **NEW SMYRNA BEACH UTILITIES**. The **NEW SMYRNA BEACH UTILITIES** reserves the right to determine if bid goods are equivalent to specified goods.
30. **AWARDS:** Awards shall be made as required for the best interest of the **NEW SMYRNA BEACH UTILITIES**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.
31. **NON-WARRANTY OF SPECIFICATIONS:** Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the **NEW SMYRNA BEACH UTILITIES** nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.
32. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of **NEW SMYRNA BEACH UTILITIES** considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the **NEW SMYRNA BEACH UTILITIES** and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.
33. **CLARIFICATION:** The **NEW SMYRNA BEACH UTILITIES** reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.
34. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

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35. **INSURANCE:** Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

COVERAGE	MINIMUM AMOUNTS AND LIMITS
Worker's Compensation Employers Liability	Statutory requirements at location of work \$500,000 Each Occurrence \$500,000 Disease Aggregate \$500,000 Disease Each Employee
General Liability	\$2,000,000 General Aggregate \$1,000,000 Products-Comp Ops Agg \$1,000,000 Personal & Adv Injury \$1,000,000 Each Occurrence \$50,000 Damage to Rented Premises \$5,000 Medical Expense
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 If Applicable

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36. The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should have no less rating than A - X by A.M. Best and Company. **NEW SMYRNA BEACH UTILITIES** reserves the right to accept or decline carrier coverage.

37. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:**

The provisions of Florida Statute 768.28 applicable to the **NEW SMYRNA BEACH UTILITIES** apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities **NEW SMYRNA BEACH UTILITIES** acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the **NEW SMYRNA BEACH UTILITIES** acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The **NEW SMYRNA BEACH UTILITIES** shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the **NEW SMYRNA BEACH UTILITIES**, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the **NEW SMYRNA BEACH UTILITIES**.

Provided, however, if the contract between the **NEW SMYRNA BEACH UTILITIES** and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the **NEW SMYRNA BEACH UTILITIES**, shall be limited to an obligation to indemnify or hold harmless the **NEW SMYRNA BEACH UTILITIES**, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

38. **WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by **NEW**

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SMYRNA BEACH UTILITIES. Contractor guarantees its work hereunder for a period of twelve (12) months after completion and acceptance of the work unless otherwise set forth herein. In the event **NEW SMYRNA BEACH UTILITIES** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from **NEW SMYRNA BEACH UTILITIES**, repair or replace at its sole expense any such defects. **NEW SMYRNA BEACH UTILITIES** may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by **NEW SMYRNA BEACH UTILITIES** nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

39. **CHANGES:** **NEW SMYRNA BEACH UTILITIES** may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

40. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the **NEW SMYRNA BEACH UTILITIES** who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

41. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any **NEW SMYRNA BEACH UTILITIES** employee to participate directly or indirectly in a procurement contract when the **NEW SMYRNA BEACH UTILITIES** employee knows that:

(1) The **NEW SMYRNA BEACH UTILITIES** employee or any member of the **NEW SMYRNA BEACH UTILITIES** employee's immediate family has a financial interest in the procurement contract; or

(2) Any other person, business, or organization with whom the **NEW SMYRNA BEACH UTILITIES** employee or any member of a **NEW SMYRNA BEACH UTILITIES** employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A **NEW SMYRNA BEACH UTILITIES** employee or any member of a **NEW SMYRNA BEACH UTILITIES** employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

42. **GRATUITIES AND KICKBACKS:**

(1) **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any **NEW SMYRNA BEACH UTILITIES** employee or former **NEW SMYRNA BEACH**

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UTILITIES employee, or for any **NEW SMYRNA BEACH UTILITIES** employee or former **NEW SMYRNA BEACH UTILITIES** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity **NEW SMYRNA BEACH UTILITIES** in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation, therefore.

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REQUIRED DISCLOSURE

At its sole discretion, the **NEW SMYRNA BEACH UTILITIES** may reject any bidder the **NEW SMYRNA BEACH UTILITIES** finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the **NEW SMYRNA BEACH UTILITIES** to lack honesty, integrity, or moral responsibility. The discretion of the **NEW SMYRNA BEACH UTILITIES** may be exercised based on the **NEW SMYRNA BEACH UTILITIES** own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the **NEW SMYRNA BEACH UTILITIES** may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

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BID SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this ITB, and any additional information that the **BIDDER** deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The **BIDDER** should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. Failure to supply all of the information requested shall result in the bid being excluded from consideration. The **NEW SMYRNA BEACH UTILITIES** reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

- TAB #1 Experience:** Provide a profile showing company history, business structure, and a list of principals. A **minimum of five (5) years in business is required.**
- TAB #2 References:** Submit a detailed list of clients receiving similar services within the last two (2) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.
- TAB #3 Pricing:** Complete, sign and submit the Bid Tabulation and Bid Form.
- TAB #4 Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace, Vendor Information & W9 Forms:**
- TAB #5 Addenda Acknowledgement:**
Please submit all addenda (if any) related to this bid here.
- TAB #6 Questionnaire:**
The Questionnaire responses requested should be submitted here.
- TAB #7 Other Information:**
In this section include any other information which may seem useful.

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BID SCOPE OF WORK

NSBU is seeking a Qualified Vendor to provide the following:

- Annual Contract for Purchase of Water & Wastewater Chemicals

The term of the resulting agreement shall be one year beginning October 1, 2024, through September 2025. The Utilities Commission reserves the right to renew this agreement for three additional one-year periods upon mutual agreement.

UNIT PRICES QUOTED MUST REMAIN FIRM FOR THE INITIAL ONE YEAR PERIOD. PRICE ADJUSTMENTS WILL BE CONSIDERED PRIOR TO ANY RENEWAL AGREEMENT. INCLUDE FUEL CHARGES IN UNIT PRICING.

Specifications and estimated annual usage are provided herein. Estimated usage is for bidder information and evaluation only and no guarantee is given or implied as to the actual quantity that will be purchased.

The Utilities Commission requires an authorized person at the delivery location to sign the loading ticket. A copy of the chemical analysis shall be available for inspection before acceptance of the delivery. Specific delivery requirements are contained within the individual specifications

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New Smyrna Beach Utilities
SPECIFICATIONS FOR GAS CHLORINE
QUANTITY: 22 One Ton Cylinders - FY 24-25

To be furnished in accordance with the following general specifications and shall conform to the standards prescribed by the standard ANSI/AWWA B301-99 and standard operating procedure (SOP) of the Chlorine Institute.

Liquid chlorine shall be for water purification at the Glencoe Water Treatment Plant. Bidders are to specify price delivered to the water and wastewater treatment plants. Delivery will be accepted when and as needed and shall be made within 96 hours of notification of need. Supplier shall be responsible for loading and unloading of chlorine cylinders. Chlorine deliveries are to be delivered by truck with a crane (Cherry Picker).

Bidders are to specify price delivered F.O.B. Glencoe Water Treatment Plant 2640 Paige Avenue, New Smyrna Beach, Florida. Delivery will be accepted when and as needed.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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New Smyrna Beach Utilities
SPECIFICATIONS FOR HYPOCHLORITE SOLUTION
(BLEACH)

QUANTITY: 245,000 Gallons
FY 24-25

To be furnished in accordance with the following general specifications.

12 % /Vol. Hypochlorite Solution, 8, UN1791, PG111, CORROSIVE BLEACH

Must meet NSF No. 60 Standard. Must be usable in drinking water.

Each shipment will be accompanied by chemical analysis to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. Glencoe Water Treatment Plant 2640 Paige Avenue, New Smyrna Beach, Florida. Delivery will be accepted when and as needed. 6,000 Gallon Tanks (2). **Suppliers shall provide 24 hours notice prior to delivery.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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New Smyrna Beach Utilities
SPECIFICATIONS FOR HIGH CALCIUM BULK QUICKLIME
QUANTITY: 1,600 Tons FY 24-25

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the AWWA B202-02 regarding quicklime except as amended by the Utilities Commission, New Smyrna Beach, in the following manner:

1. The standards shall read 90% available Calcium Oxide.
2. Required size – Small Pebble
3. Section 1.4.1 through 1.4.2 shall be omitted.

The quicklime shall be delivered into the lime storage bins by truck, to the Glencoe Water Treatment Plant 2640 Paige Ave, New Smyrna Beach, FL. for the purpose of water treatment and shall be of a size as required for optimal performance in existing slaking equipment at the water plant. The Water Plant Superintendent shall specify size requirement prior to the beginning of the contract. Delivery will be accepted when and as needed and shall be made within forty-eight (48) hours upon notification of need.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter. The Utilities Commission, New Smyrna Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the Utilities Commission, New Smyrna Beach and the A.W.W.A. B202-93, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

Bidders are to specify price delivered F.O.B. site of use, to the Glencoe Water Treatment Plant 2640 Paige Ave, New Smyrna Beach, FL. Bid price shall be firm for the contract duration.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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New Smyrna Beach Utilities
SPECIFICATIONS FOR ANHYDROUS AMMONIA
QUANTITY: 4,000 LBS - FY 24-25

Anhydrous ammonia shall be supplied for use at the Glencoe Water Treatment Plant, 2640 Paige Ave., New Smyrna Beach, FL. Supplier shall deliver to a 1,000-gallon tank at this location.

Delivery shall be accepted when and as needed.

Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

Ammonia (NH ₃) content	99.99% minimum
Oil	2 ppm maximum

Each shipment shall be accompanied by a chemical analysis report to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B.
Glencoe Water Treatment Plant, 2640 Paige Ave., New Smyrna Beach, FL.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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New Smyrna Beach Utilities
SPECIFICATIONS FOR HYPOCHLORITE SOLUTION
(BLEACH)

QUANTITY: 8,000 GALLONS FY 24-25

To be furnished in accordance with the following general specifications.

10 % Hypochlorite Solution, 8, UN1791, PG11, CORROSIVE BLEACH

Must meet NSF No. 60 Standard. Must be usable in drinking water.

Each shipment will be accompanied by chemical analysis to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. to 2 locations, (1) 4460 SR A1A New Smyrna Beach, FL and (2) 728 3rd Avenue New Smyrna Beach, FL . Delivery will be accepted when and as needed. Maximum tank volume at each location is 500 Gallons.

Suppliers shall provide 24 hours notice prior to delivery.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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**New Smyrna Beach Utilities
SPECIFICATIONS FOR CARBON DIOXIDE**

QUANTITY: 176 tons/year

The Utilities Commission, New Smyrna Beach Florida is seeking bids for the purchase and delivery of Liquid Carbon Dioxide (Co2) to the Glencoe Water Treatment Plant located at 2640 Paige Ave, New Smyrna Beach, FL. Co2 is a pH stabilizer used in the lime softening process. This Specification covers the service necessary by the contractor (hereinafter referred to as "Contractor") for the receipt of Liquid Carbon Dioxide for the Utilities Commission, New Smyrna Beach Florida.

The Utilities Commission, New Smyrna Beach Florida has one 14-Ton Storage vessel, and the Contractor shall be responsible for delivery to this vessel, including any hoses, connection devices, etc. required to deliver Co2.

A. Execution

1. The Contractor shall coordinate with the Water Plant Operators for delivery of Liquid Carbon Dioxide loads, year-round.
2. All deliveries shall be performed between the hours of 7am – 3pm and access to the facility will be pre-determined with Contractor
3. The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the Utilities Commission, New Smyrna Beach Florida. No assignment of the Contract will be allowed.

1.2 Proposal Submittals

1. Prices shall be per ton, delivered to the jobsite as scheduled by plant staff.
2. The contractor shall be responsible for ensuring delivery drivers are trained in handling Co2 and provided all required safety equipment to properly handle the offloading of the product.
3. The contract term will be two (2) years with three (3) one-year optional. The contractor may request a price increase on the anniversary of the contract. Price increases must be justified and based on increases in raw materials and/or consumer price index (CPI). Any requested increase must be accompanied by documentation verifying the requested increase.
4. The contractor shall include with the bid and provide an annual update a material safety data sheet for the product being delivered. The data sheet shall include all required information under the Federal Right to Know act. The information shall also include product manufacturing location.
5. Co2 products must meet all state and federal standards for drinking water additives including but not limited to National Sanitation Foundation (NSF) certification.

**IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE
UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE**

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**RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE
SOURCE.**

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New Smyrna Beach Utilities
SPECIFICATIONS FOR AMMONIUM SULFATE
QUANTITY: 17,000 Gallons/Yr.

FY 24-25

1. New Smyrna Beach Utilities is switching to ammonium sulfate (NH₄)₂SO₄). NSBU is seeking bids for liquid ammonium sulfate to be delivered to 2640 Paige Avenue New Smyrna Beach, FL.
2. Specifications for Liquid Ammonium Sulfate are set forth in ANSI/NSF Standard 60 as a drinking Water Additive. Liquid Ammonium Sulfate must be high purity and made from high quality material specifically for water treatment to produce chloramines.
3. New Smyrna Beach Utilities has one drinking water treatment plant, the 10.368 MGD Glencoe WTP.
4. Affidavit of compliance: An affidavit of compliance from the manufacturer or vendor must be furnished showing compliance with all applicable requirements of these specifications. The person authorized to certify the affidavit of compliance for the contractor shall be as stated on the Bid. Affidavit of Compliance tender documents shall accompany each delivery.
5. Quality: Product must meet ANSI/NSF Standard 60 as a Drinking Water Additive and AWWA Standard B306-07. Product to be free of trace elements that are deleterious to water quality. Storage or transfer containers are to be dedicated for ammonia to minimize the possibility for contamination. The product must be designed to control Disinfection-By Products in drinking water as required by the USEPA and NCDEH. A certified laboratory report shall accompany the first shipment or when a significant change occurs in the manufacturing process. Typical Product Characteristics:
Formula: (NH₄)₂ SO₄
Ammonium sulfate %: 38-41%
Ammonia %: 9.7 – 10.6
Clarity: Clear to Hazy
pH: 2-7
Density: 10.1- 10.3 lbs./gal
6. Shipping containers and deliveries for Ammonium Sulfate: Containers with ammonia solutions in water with concentrations of 10-35% have a DOT hazard classification of 8 and must be labeled Corrosive. Containers shall be Group III containers that conform to UN standards and specifications and are outlined in CFR 173.24a(b)(4). Deliveries will be delivered into our (2) 2500 gal. storage tanks.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

New Smyrna Beach Utilities
SPECIFICATIONS FOR ALUMINUM SULFATE
QUANTITY: 10,000 Gallons

FY 24-25

Aluminum Sulfate is used as a phosphorous removal aid at the Utilities Commission, New Smyrna Beach, Water Reclamation Facility, 3119 S.R. 44, New Smyrna Beach, Florida. The Aluminum Sulfate shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- Alum Solution: 48.5%
- Viscosity: 30 Centistokes
- Specific Gravity: 1.35 to 1.48
- pH: 2.0 to 2.4
- Temperature: Ambient

Delivery shall be in "bulk" quantities of 1,000 gallons/11,080 lbs. per delivery to an existing on-site 1,200-gallon storage tank on an as needed basis and shall be made within 96 hours of notification of order.

The supplier shall be responsible for unloading on site to a provided two (2) inch PVC male Cam Lock quick coupling connection.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

Bids will be accepted only for those products that produce the desired results of reducing phosphorous levels below one (1) mg/L in the Water Reclamation Facilities effluent.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

New Smyrna Beach Utilities
SPECIFICATIONS FOR LIQUID SODIUM BISULFITE
QUANTITY: 5,000 Gallons

FY 24-25

Sodium Bisulfite shall be used for the purpose of dechlorination at the Dechlorination Facility 120 North Causeway, New Smyrna Beach, Florida and shall be furnished in accordance with the following general specifications.

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The sulfur dioxide equivalent shall be from 23.4% to 24.8%. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to a 2,000-gallon tank (Delivery Max 2,000 gals. / Min 500 gals.) at the Dechlorination Facility. Delivery shall be accepted when and as needed. Each shipment shall be accompanied by a chemical analysis report to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. Dechlorination Facility 120 North Causeway, New Smyrna Beach, Florida.
Delivery **must** be between Monday – Friday between 8am – 4pm.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

New Smyrna Beach Utilities
SPECIFICATIONS FOR HYPOCHLORITE SOLUTION
(BLEACH)

QUANTITY: 180,000 Gallons
FY 24-25

To be furnished in accordance with the following general specifications.

12 % /Vol. Hypochlorite Solution, 8, UN1791, PG111, CORROSIVE BLEACH

Must meet NSF No. 60 Standard. Must be usable in drinking water.

Each shipment will be accompanied by chemical analysis to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. 3119 SR 44, New Smyrna Beach, FL. Delivery will be accepted when and as needed. 3,000 Gallon Tanks (3). **Suppliers shall provide 24 hours notice prior to delivery.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE UTILITIES COMMISSION, NEW SMYRNA BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

NEW SMYRNA BEACH UTILITIES
ITB 27-24
ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS

STATEMENT OF NO BID

If you do **NOT** intend to bid on this requirement/project, please return this form immediately. Thank you, NEW SMYRNA BEACH UTILITIES, City of New Smyrna Beach, Florida

We, the undersigned have declined to submit a bid due to the following reason(s):

- Specifications too "tight", i.e. geared toward one brand/manufacturer service only (explain below).
- Unable to meet time period for responding to bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond/Insurance requirement(s).
- Specifications unclear (explain below).
- Unable to meet insurance requirements.
- Please remove us from your "bidder's list".
- Other (specify below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the bidder's list of the NEW SMYRNA BEACH UTILITIES, City of New Smyrna Beach, FL.

Company Name: _____ E-mail: _____

Telephone: _____ Date: _____

Signature: _____ Fax: _____

ITB 25-20 Annual Chemical	UOM	Thatcher	Florida Chemical	Lhoist America	Brenntag		
Hypochlorite Solution 4460 SR A1A	Gal				\$1.6000		
Hypochlorite Solution 728 3rd Ave	Gal				\$1.6000		
Hypochlorite Solution 3119 SR 44	Gal				\$1.6000		
One Ton Cylinders of Chlorine 2640 Paige Ave	Ton				\$550.0000		
Quicklime 2640 Paige Ave.	Ton			\$360.8000			
Anhydrous Ammonia 2640 Paige Ave.	Lb						
Sodium Bisulfite 120 N. Causeway	Lb	\$1.7270	\$1.9478		\$2.0700		
Aluminum Sulfate 3119 SR 44	Gal	\$1.0700	\$1.6255				
FUEL SURCHARGE	DEL						

Water Usage \$595,492.0000
Waste Water Usage \$113,990.0000

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

ITB 27-24 REBID Annual Contract for Water and Wastewater Chemicals
QUESTIONS ASKED PREVIOUSLY

- 1) Item#1C Sodium Hypochlorite-are orders typically full truck loads (4,500 gallons split between tanks? For the WRF orders are full truck loads.
- 2) Does both a copy of the bid need to be mailed in and submitted online?
Your bid should be submitted online only.
- 3) Can we please get the previous bid tab results of the products listed on the bid?
The previous bid tab is attached.
- 4) Can we please get the current pricing/suppliers for the products listed on the bid?
Current purchase orders are attached.
- 5) Items 1A-1D Sodium Hypochlorite-is the City able to provide copies of Product Specification Sheets for the product currently in use, or to provide more details on the expected product specifications? See attached document.
- 6) Items 1A-1B Sodium Hypochlorite-are orders typically placed for both locations at the same time? What is the typical order amount? Yes, both locations take deliveries at the same time. Approximately 250 gals. each.
- 7) Item 1D Sodium Hypochlorite-are orders typically full truck loads (4,500 gallons)? We haven't had deliveries yet to this location but are expecting to take full truck loads.
- 8) Item 1D Sodium Hypochlorite-please provide the number of gallons the plant ordered or used in the past 12 months (6/1/23/5/31/24) or in Calendar Year 2023 if that is easier to report. This is a new chemical we haven't ordered yet. However, total expected yearly use would be 242,000 gals.

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

ITB 27-24 REBID Annual Contract for Water and Wastewater Chemicals
QUESTIONS ASKED PREVIOUSLY

10) Item 1C Sodium Hypochlorite-please provide the number of gallons the plant ordered or used in the past 12 month (6/1/23-5/31/24) or in Calendar Year 2023 if that is easier to report. WRF – 151,398 gals.

11) Does the City require a bid to be entered on ALL of items 1A-1-D? i.e. is the intent to award all four of those items to a single vendor?
NSBU prefers to award these items to a single vendor.

12) Please provide the current prices paid for items 1A-1D Sodium Hypochlorite if any of them has changed since the last bid.
Current purchase orders are attached.

13) Can you please provide your current price you are paying as of today for Aluminum Sulfate?
Current purchase orders are attached.

14) Who is the current CO2 supplier?
CO2 is new this year. N/A

15) What is the current CO2 price?
CO2 is new this year. N/A

16) Who is the current supplier of your Sodium Bisulfite?
See attached current purchase order.

17) What is the current price that New Smyrna Beach Utilities is paying for Sodium Bisulfite?
See attached current purchase order.

NEW SMYRNA BEACH UTILITIES
200 CANAL STREET
P.O. BOX 100
NEW SMYRNA BEACH, FL 32170-010

ITB 27-24 REBID Annual Contract for Water and Wastewater Chemicals
QUESTIONS ASKED PREVIOUSLY

18) The bid mentions that you are switching to Ammonium Sulfate. Is this currently in operation and if not when is the switch to Ammonium Sulfate scheduled to take place? The upgrade to Ammonium Sulfate is in progress. Current estimate is September 2024 for completion.

19) Who is the current supplier of Ammonium Sulfate?
See attached current purchase order.

20) What price are you currently paying for Ammonium Sulfate?
See attached current purchase order.

21) What quantity of Aluminum Sulfate has New Smyrna Beach used in the past year?
Approximately 800 Gallons. This chemical is only used for compliance during river discharge events.

22) Can you please tell us how many gallons you take for each delivery on the ammonium sulfate? The tanks will hold 2500 gals. Being a new product, I'm assuming we will use (1) tank at a time and then rotate tanks. Deliveries would be between 2000 and 2500 gals.

VendorLink

Home / Vendor Quote/Bid

Vendor Quote/Bid



[Submit](#) [Save Draft](#) [Delete](#) [Cancel](#)

Your Quote/Bid has been successfully submitted

[Main](#)

Title	Number
ITB 27-24 REBID Annual Contract for Water and Wastewater Treatment Chemicals	ITB 27-24

[Quote/Bid Status](#) ⓘ

Submitted

[Terms and Conditions](#)

See attached Terms and Conditions

[Vendor Terms and Conditions*](#)

- Accept Terms and Conditions
- Reviewed Terms and Conditions with Exceptions
- Do not Accept Term and Conditions
- Not Applicable

[Payment*](#) ⓘ

[Vendor Preferred Payment Method*](#) ⓘ (Select all that apply)

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Payment Terms
 Payment Term Discount
 Credit Card
 Electronic Funds Transfer
 P-Card
 Purchase Order

Net 30 Days ▼

Vendor Files 

The following File Types are required before a submission is made (if the word "None" is below, skip Step 1 and proceed to Step 2 below):
 ITB Documentation

File Type	Name	Created Date	
ITB Documentation	Odyssey Mfg. Co. ITB27-24.pdf	8/26/2024 1:51:30 PM	 

Step 1 Select a File Type:
 If the word "None" appears above, skip this step else click on the checkbox(es) below for the File Type you are uploading. If a required File Type is not listed in the Vendor Files table when a response is ready to be submitted, you will not be able to submit your response.

ITB Documentation

Step 2 Select the file(s) to upload:
 (Hold Ctrl or Shift key down to select multiple files)

No file chosen

Step 3 Click on Upload Selected File(s) to upload your selected file(s):

Comments