



## **CITY OF DELRAY BEACH**

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2014-24

## SODIUM HYPOCHLORITE PURCHASE & DELIVERY TERM CONTRACT WATER / SEWER

MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER

- CARY D. GLICKSTEIN
- AL JACQUET
- SHELLY E. PETROLIA
- ANGELETA GRAY
- ADAM FRANKEL
- LOUIE CHAPMAN, JR.

Purchasing Division ♦ Finance Department ♦ (561) 243-7161/7163 ♦ Fax (561) 243-7166

## **CITY OF DELRAY BEACH**

## **INVITATION TO BID**

## Bid No. 2014-24 Sodium Hypochlorite Purchase and Delivery Term Contract – Water / Sewer

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## CITY OF DELRAY BEACH

### PURCHASING OFFICE

100 N.W. 1st AVENUE (561) 243-7161/7163 DELRAY BEACH, FL 33444 Fax: (561) 243-7166

BID No: 2014-24

DATE: February 24, 2014

TITLE: Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer

BIDS MUST BE RECEIVED ON OR BEFORE: Thursday, March 20, 2014 – Prior to 10:00 A.M., at which time all bids will be publicly opened and read.

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

**SEALED BIDS**: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be opened publicly in City Hall and all bidders and general public are invited and encouraged to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444. Outside of envelope shall plainly identify bid by: **NAME OF COMPANY, BID NUMBER, TITLE, DUE DATE/TIME OF BID AND ADDENDA NUMBER, IF ANY.** 

**OPENING:** It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office on or before the closing date and hour as shown above. **RETURN ONE (1) UNBOUND ORIGINAL AND ONE (1) BOUND COPY OF ALL BID SHEETS**. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

There will be no pre-bid conference held for this Invitation to Bid. Questions regarding this solicitation must be received in writing via fax 561-243-7166 or email to <a href="mailto:nadal@mydelraybeach.com">nadal@mydelraybeach.com</a>.

No questions received after Friday, March 07, 2014 at 2:00 P.M. will be addressed.

Copies of the specifications may be downloaded from <a href="www.DemandStar.com">www.DemandStar.com</a>, phone (800) 711-1712, or may be obtained in hard copy from the Purchasing Office, City Hall, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33344.

**AWARD:** The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

All service/work performed shall be in accordance with the Contract Documents pertaining thereto, which may be examined at the office of the Purchasing Division, 100 N.W. 1<sup>st</sup> Avenue Delray Beach, Florida, 33444. Call Purchasing at 561-243-7161/7163 for information.

\*\*The City of Delray Beach, Florida reserves the right to accept and/or reject any and all proposals, to waive informalities, to re-advertise and to award the Contract in its best interest.

### GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

### SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.
- QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

### 3. PRICES:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

### DELIVERY:

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.
- **BRAND NAMES:** If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only.

Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

- **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.
- 7. <u>SAMPLES:</u> Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.
- **ACCEPTANCE:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.
- 9. <u>DEFAULT PROVISION:</u> In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
- 10. <u>COPYRIGHTS OR PATENT RIGHTS:</u> Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.
- SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended and any other applicable federal, state and local regulations.
- **MANUFACTURER'S CERTIFICATION:** The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.
- 13. <u>SIGNED BID CONSIDERED AN OFFER:</u> This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.

### 14. LIABILITY, INSURANCE, LICENSES AND PERMITS:

- A. <u>PERMITS</u>: Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.
- B. <u>LICENSES</u>: If you are not licensed to perform work in the City of Delray Beach you MUST obtain an Occupational License before a Notice to Proceed will be issued.
- C. <u>LIABILITY INSURANCE</u>: The City prefers the insurance and bonding companies have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150. See page nine (9) for Insurance Requirements. A "sample" certificate has been attached.

D. <u>BUSINESS TAX RECEIPT REGISTRATION:</u> A business tax receipt is a tax levied upon all businesses within the municipal boundaries. Payment of the tax receipt does not certify or imply the competence of the licensee. Within Florida, most cities and counties have a business tax receipt. If you engage or manage any business, profession, or perform any business within our City limits, you need to purchase a tax receipt. <u>See "Attachment A</u>" for application. When applying, you will need a copy of your business license from the municipality where your business is located. Registration fee is \$11.58.

### 15. SPECIFICATIONS:

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.
- AWARD OF CONTRACT: The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 17. <u>TAXES:</u> The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. 85-8012621559C-4 appears on each purchase order.
- 18. <u>FAILURE TO BID:</u> If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.
- 19. <u>EXCEPTIONS TO CONDITIONS, 1 THRU 19 (Boiler Plate):</u> Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.
- 20. RENEWAL: The successful bidder shall be awarded a contract for three (3) years with the option to renew for two (2) additional one (1) year periods, renewable by the City Commission or their designee, i.e. the City Manager. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the City Commission.
- 21. <u>TERMINATION:</u> The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

### 22. ANTI-COLLUSION:

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

### 23. CONFLICT OF INTEREST:

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.
- 24. <u>CITY POLICIES:</u> Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.
- NON-DISCRIMINATION: The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
- 26. <u>DISCRIMINATION:</u> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 27. <u>BID PROTEST: PROTEST OF AWARD / PROTEST BOND:</u> Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall.

Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

Ord.No.291-13, Sec.36.04

Protest shall be addressed to: City of Delray Beach Purchasing Manager 100 NW 1<sup>st</sup> Ave Delray Beach, FL 33444

- 28. <u>PUBLIC RECORDS REQUEST:</u> Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:
  - a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
  - b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
  - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment t being made to the Contractor.
  - e) If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
- 29. <a href="INSPECTOR GENERAL">INSPECTOR GENERAL</a>: Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
- 30.. <u>FORCE MAJEURE</u>: No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.



### Sodium Hypochlorite Purchase and Delivery Term Contract-Bid #2014-24

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Contractor's Name The Cumont Company Signature Ronald Cartwright, Pres.

Regular Meeting 05-06-14; Item 9.H

### CONE OF SILENCE

# Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer Bid #2014-24

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

#### Sec. 2-355. Cone of silence.

- (a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f)	The cone of	silence shall	I terminate	at the ti	ime the	board,	local	municipal	governing	body,	or a	a county o
municip	al departmer	nt authorized	to act on	behalf o	of the be	oard or	local	municipal	governing	body	as	applicable
awards	or approves	a contract, re	ejects all bi	ds or re	sponse	s, of oth	nerwis	e takes a	ction which	ends	the	solicitation
process					7/	1.		,				

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(g)	Any contract e	ntered into in	violation of t	the/cone/e	f silence p	rovisions in	this section shall	render the
transaction	voidable		$\times$	11/ VV	1 V/1	1/1	-	
	mont lomp	any	Hours	2 W	1/1/	Va	3 18 14	
Contractor	's Name	-	Signature	Ronald	Pertur	ght Rose	Date Meeting 05-06-14; Ite	
			1	To desc	1	/Regular	Meeting 05-06-14; Ite	m 9.H

Bid No. 2014-24 Sodium Hypochlorite - W/S

### **INSURANCE REQUIREMENTS**

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- Worker's Compensation Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
- Comprehensive General Liability Coverage must be afforded on a form no more restrictive than
  the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services
  Office and must include:
  - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Premises and/or Operations.
  - c) Independent Contractors.
  - d) Products and/or Completed Operations.
  - e) No exclusion for Underground, Explosion or Collapse hazards.
- 3. <u>Business Auto Policy -</u> Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
  - Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Owned Vehicles.
  - c) Hired and Non-Owned Vehicles.
  - d) Employer Non-Ownership.
- 4. Certificate of Insurance Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "Sample of Insurance Certificate".

Regular Meeting 05-06-14; Item 9.H

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### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s).

### DISCLAIMER

The Certificate of insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or aller the coverage afforded by the policies listed thereon.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

			×
*			
		*	
	f.		
			rej:

Section II — Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- In connection with your premises owned by or rented to you.

## STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT made this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_, 2014, by and between the CITY OF DELRAY BEACH (hereinafter called CITY) and The Dumont Company (hereinafter called CONTRACTOR).

### WITNESSETH:

The CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

- The undersigned CONTRACTOR hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.
- 2. The CONTRACTOR, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The CONTRACTOR further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.
- 3. The contract between the CITY and the CONTRACTOR include the following documents which are attached hereto and incorporated herein by reference of the following:

# CONTRACT DOCUMENTS Invitation to Bid General Conditions, Instructions and Information 1 2 - 6

mivitation to bid	
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Addenda numbers \_\_0\_\_to \_\_0\_\_, inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

- The term of this contract shall commence on the date indicated on the Notice to Proceed.
- 5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.
- 6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City:

City of Delray Beach, FL

100 NW 1st Avenue

Delray Beach, FL 33444

As to CONTRACTOR:

The Dumont Company 381S. Central Ave

Oviedo, FL 32765

- 7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.
- 8. The CITY and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- In consideration of ten dollars (\$10.00) and other valuable consideration, the
   CONTRACTOR shall defend, indemnify and save harmless the CITY, its officers, agents

and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the CITY), recklessness or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by the CONTRACTOR in the performance of this Project. CONTRACTOR agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. CONTRACTOR agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the CONTRACTOR, his subcontractors, agents, servants or employees. CONTRACTOR further agrees to defend, indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The CITY will pay to the CONTRACTOR the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the CONTRACTOR acknowledges that the bid price includes said consideration for the indemnification provision.

- This Agreement shall be considered null and void unless signed by both the
   CONTRACTOR and the CITY.
- 11. PUBLIC RECORDS LAWS: CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, CONTRACTOR agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the CONTRACTOR at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment t being made to the CONTRACTOR.
- e) If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

- 12. INSPECTOR GENERAL: Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.
- 13. FORCE MAJEURE: No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.
- 14. The contract documents constitute the entire agreement between the CITY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:	CITY OF DELRAY BEACH, FLORIDA
City Clerk	By: Cary D. Glickstein, Mayor
Approved as to form:	
Devil Ry Jafeum ACity Attorney 5/25/14	
WITNESS:	CONTRACTOR: My hus
Marcia Stivanson Admin Asst	Ronald Conturight President
(Print or type name and title)	(Print or type name and title)
	(SEAL)

### **CORPORATE ACKNOWLEDGMENT**

STATE OF Florida
COUNTY of Seminole
The foregoing instrument was acknowledged before me thisday of
March , 20 14 , by Ronald Cartwright Pres. (name of
March , 20 14, by Ronald Cartwright Pres. (name of officer or agent, title of officer or agent), of The Dumont Co., Florida (state
or place of incorporation) corporation, on behalf of the corporation.
He/She is (personally known to me) (or has produced identification) and has used his/her
(type of identification) as identification.
Maruson
Signature of Person Taking Acknowledgment
Margai Strvanson Admin. Asst.  Name of Acknowledger Typed,  Printed or Stamped
MARCIA A. STIVANSON MY COMMISSION # EE 179182 EXPIRES: April 20, 2016 Bonded Thru Budget Notary Services

### CERTIFICATE

(If Corporation)

STATE OF FLORIDA )
COUNTY OF Seminore ) SS
The Jument Company, a corporation under the laws of the State of
held on March 17, 2014, the following resolution was duly passed and adopted:
"RESOLVED", that <u>Ronald Cantwright</u> , as <u>Pres.</u> President of the corporation, he/she is hereby authorized to execute the Agreement dated, 20, between the City of Delray Beach, Florida and this corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation".
I further certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this 17 day of March, 2014.
(Secretary)
(Seal)

# CITY OF DELRAY BEACH SPECIFICATIONS

# Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer Bid #2014-24

- A. <u>PURPOSE AND INTENT:</u> The sole purpose and intent of this invitation for Bid is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sodium Hypochlorite to nine (9) sites in the City of Delray Beach for the Water and Sewer Division.
- B. SODIUM HYPOCHLORITE (NaOCI) 12.5 TRADE PERCENT MINI BULK DELIVERIES
  - Price per Gallon, delivered to site.
  - Quantity per Delivery, Minimum/Maximum: 150 Gal. min. / 850 Gal. max.
  - Number of delivery sites in Delray Beach: 9
  - Estimated Annual Usage: 41,000 Gallons
- C. <u>DESCRIPTION:</u> All sodium hypochlorite supplied under this contract shall be tested and certified as meeting the following Specifications; the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

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

- D. <u>PHYSICAL PROPERTIES:</u> Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (gm/l) available chlorine equivalent (a.k.a., 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.
- E. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

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

Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

•	Iron	< 0.3 mg/L
•	Copper	< 0.03 mg/L
•	Nickel	< 0.03  mg/L
	Chlorate	< 2,000 mg/L
	Bromate	< 20 mg/L
•	Arsenic	< .001 mg/L

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.

F. SAMPLING AND TESTING: Sodium Hypochlorite Bid Sample: Because of its relatively short shelf life and propensity to foul chemical feed equipment, each prospective Vendor shall submit a 1,500 ml "chilled" sample of their sodium hypochlorite representative of their manufacturing process from Vendor's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Vendor's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate, arsenic and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Vendor. The results of the analysis shall be submitted with the Vendor's proposal. Failure to submit a sample or meet the requirements of the Specification shall result in Vendor being disqualified. Samples shall be tested by one of the following:

The approved laboratories are listed below. No other Laboratory shall be used unless expressly authorized as an Addendum to the bid issued by City of Delray Beach:

NovaChem Laboratories (formerly Novatek)

5172 College Corner Pike

PO Box 608

Oxford, Ohio 45056 Ph.: 513-523-3605 Fax: 513-523-4025 Thornton Laboratories 1145 East Cass Street Tampa, Florida 33602 Ph.: 813-223-9702 Fax: 813-223-9332

Attn: Steve Thickett

All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <a href="http://www.powellfab.com">http://www.powellfab.com</a>

NSF Sample Results: In addition to the third party sample, each Vendor shall submit a copy of the three most recent years of complete NSF sample results of their Sodium Hypochlorite from the manufacturing facility supplying their product which would serve the customer. The City of Delray Beach shall use these results to ensure compliance with the Specification. The results of the NSF sample analysis shall be submitted with the Vendor's proposal. Failure to submit this information or meet the requirements of the Specification shall result in Vendor being disqualified.

- G. <u>CLEAN TANK GUARANTEE:</u> At any time during the performance of this Agreement, if Purchaser has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Vendor shall cleanout the tank at no charge to Purchaser within seven (7) days, unless such timeframe is extended by Purchaser. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Vendor shall submit a procedure to Purchaser for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the *sole discretion* of Purchaser. When the tank has been properly cleaned, the Vendor shall refill the tank with clean, fresh sodium hypochlorite at no cost to Purchaser. Failure of the Vendor to clean-out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by Purchaser) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between Purchaser and the Vendor.
- H. <u>DELIVERY REQUIREMENTS:</u> Vendor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours or same day if required. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 24 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

I. <u>SPECIAL DELIVERY REQUIREMENTS:</u> Due to limited space at the plant locations the Vendor shall ensure that their delivery truck size is at a maximum of L = 37' W = 9'6" H = 13'6". Vendor will also need 200 feet of hose for each facility.

Below are the nine (9) sites that the vender will be delivering product to:

- 1) 5065 W. Atlantic Ave, Delray Beach, FL
- 2) 1905 SW 4th Ave. Delray Beach, FL
- 3) 2436 Owens Baker Rd Delray Beach, FL.
- 4) 2220 Lowson Blvd. Delray Beach, FL
- 5) 3685 Lake Ida Rd. Delray Beach, FL
- 6) 2959 Ave Au Soleil, Delray Beach, FL
- 7) 5270 Linton Blvd. Delray Beach, FL
- 8) 4321 Lake Ida Rd. Delray Beach, FL
- 9) 200 SW 1st Ave. Delray Beach, FL
- J. <u>VENDOR QUALIFICATION / SUBMITTALS:</u> Each prospective Vendor shall submit a list of at least six (6) references to include name, address, phone numbers of an operational staff member, not purchasing agents, that use or have used the Vendor's sodium hypochlorite at both water and wastewater treatment plants in the past two years. Also, included should be the contract amount of each of these references. The Reference List shall list actual users of sodium hypochlorite at the water and wastewater plants that are the same size and scope as the City of Delray Beach. Non-water and wastewater facilities that are used as references will not be considered and deem the Vendor's bid nonresponsive.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Vendor shall submit a list with 24-hour access phone numbers of employees with at least one as a degreed engineer and at least one as a FDEP certified drinking water operator listing their certification, degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency.

Each prospective Vendor shall submit a detail list of personal and resources available for supplying sodium hypochlorite for duration of contract.

- K. <u>SAFETY TRAINING:</u> Once per year the successful Bidder shall provide a one (1) hour onsite chemical safety training class regarding sodium hypochlorite. The Vendor shall submit with bid the qualifications of the Trainer who will conduct the training class.
- L. PRICING, TERM AND PAYMENTS: The price of the sodium hypochlorite shall be fixed for one twenty four (24) month term of this bid and shall not be subject to any price escalation or fuel surcharges during the initial 24 month term of the contract.
- M. <u>CONTRACT TERM</u>: The City will order on an "as needed" basis at the estimated annual quantities. The contract shall be issued for a term of three (3) years, with two (2) additional one (1) year terms, renewable by the City Commission or their designee i.e. the City Manager. A Purchase Order will be issued to the successful bidder at the estimated annual cost of the required product, adjusted annually for each Fiscal Year.
- N. <u>NOTICE OF AWARD</u>: It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidder and the City when written notice has been given the awarded by the City through its authorized agent, and purchase order shall be issued to the Bidder covering the same.

Contract shall be awarded to the Bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the Contract, and responsibility with current clients. Reference check, review of equipment, examination of financial stability, and personal interview may be considered together with price in the contract award.

- O. <u>COMPETENCY OF BIDDERS</u>: Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in the Bid Invitation and who can produce evidence that they have established satisfactory record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Delray Beach.
- P. <u>VENDOR SERVICE REPRESENTATIVE</u>: The Bidder shall submit with his bid proposal the name, contact phone number of the person(s) to be contacted for information and for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.
- Q. <u>SAFETY STANDARDS PROTECTION OF PROPERTY:</u> Unless otherwise stipulated in the bid, all labor, materials, supplies and/or services shall comply with any/and all applicable O.S.H.A. standards. The Successful Bidder shall at all times guard against damage or loss to the property of the City of Delray Beach, or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Delray Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or his/her agents.
- R. <u>PERMITS/LICENSES/FEES</u>: Any permits, licenses, or fees required will be the responsibility of the Contractor; no separate payment will be made. Adherence to applicable code regulations, (Federal, State, County, City) are the responsibility of the Contractor.
- S. FIRM PRICE: The City requires a firm fixed price for a twenty-four (24) month period.
- T. <u>ALTERNATES/APPROVED EQUAL/DEVIATIONS</u>: Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications of the items bid upon shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will he held responsible therefore; deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item or items that do not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for difference in price entailed in going to the next low bidder.

- U. <u>TERMINATION:</u> This AGREEMENT may be terminated by either party by thirty (30) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other.
- V. <u>JOINT BIDDING, COOPERATIVE PURCHASING AGREEMENTS</u>: State on Bid Form if you will extend the same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies.
- W. <u>INFORMATION:</u> Any questions in regards to the Detailed Specifications of this bid should be addressed email to <u>nadal@mydelraybeach.com</u> and will be answered in the form of an addendum. Any questions to the submission of your bid can be addressed to the Purchasing Department, at (561) 243-7161 or (561) 243-7163.
- X. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a convicting 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 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.

### schedule of Pricing

# Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer Bid #2014-24

Sodium Hypochlorite (NaOCI) - 12.5 T	rade Percent Mini Bulk Deliverie	es
1. PRICE PER GALLON, DELIVERED TO SITE	*\$ 1.19	/GAL.
Price includes furnishing, delivery, all maintenance	and all other terms and specific	* cations as stated in
City specifications.		
O Chilled and the control of the con	WVEC .	- NO
2. Chilled sample analysis, submitted: Check One:	X IES	⊃ NO
<ol><li>State complete description of containment conce this Contract:</li></ol>		, , , , , , , , , , , , , , , , , , ,
We take no exceptions to to as shown on "E".	he Concentration li	nils
as shown on "E".		
4. Information submitted as requested in J "Vendor	A CONTRACTOR OF THE CONTRACTOR	he Detailed
Specifications? Check One:	YES	□ NO
<ol><li>Will extend the same prices, term, and conditions</li><li>Martin County governmental entities: Check One:</li></ol>	of this bid to other Palm Beach	, Broward and □ NO
inatin county governmental entities. Office one.	M ILD	ВКО
6. Comments:		
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Lancia,		

### FREE WORKPLACE CERTIFICATION

### Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer Bid #2014-24

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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 of 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.

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

- 1) This firm publishes 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) This firm informs 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) This firm gives 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), this firm notifies 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 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) This firm imposes a sanction on or requires 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)	This firm will o	continue to	o make	a good	faith	effort	to	maintain	a c	Irug-free	workplace	through
	This firm will of implementation	n of this se	ection.					/	/ ,	///	(1111	1

Contractor's Name The Jumont Company Signature Ronald Cartwright Pres.

## REFERENCES (1)

# Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer Bid #2014-24

*Please	complete this page or attach your reference page to this sheet.
Agency/Company	
Address	
City, State, Zip	
Contact Person	See Attached List
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
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DIUM HVPOCHI,	
SODIUM HVPOCHLORITE REFERENCES	

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Company	Address	Contact Name	Phone #		Contract
City of Deltona	255 Enterprise	Scott Ruland	386-804-2398	6	00 300 010
(Water & Wastewater)	Deltona, FL 32735	Chief Operator		9	\$ 414,000.00
Clay County Utility Authority 3176 Old	3176 Old Jennings Road		904-282-3784	6	100 861 00
(Water & Wastewater)	Middleburg, FL 32068	Operator		9	102,001.00
Seminole County	500 West Lake Mary Blvd.	Scott Randkin	407-619-4454	6	00 822 325 00
(Water)	Sanford, FL 32771	Water Division		9	00.0/1/000
City of Bunnell	200 S. Church Street	Bill Green	386-437-7500	¥	23 286 00
(Water & Wastewater)	Bunnell, FL 32110	Public Works Director		9	77,400.00
Polk County Utilites	1011 Jim Keene Blvd.	Mark Lowenstine	863-298-1400	9	\$ 100 830 00
(Water & Wastewater)	Winter Haven, FL 33880	Chief Operator		9	170,000,00
Tampa Bay Water	BUD7 - 1702 "B" S. Miller Road	Otis Thomas	813-334-0299	¥	16 424 00
(Water)	Valrico, FL 33594	Operator		9	10,424,00

### CITY OF DELRAY BID SIGNATURE FORM

# Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer Bid #2014-24

PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

go to make the branch
The Oument Company *Name of Bidder (Firm Name as Registered with their State of origin)
<b>5</b> ,
Business Address: 381 S. Central Ave Street Address (P.O. Box Address is not permitted)
Oviedo FL 32765 City, State, Zip'
Mailing Address: X Check if Same as Business Address above
Street Address
City/state, Zip
Authorized Signature (Whitten)
Ronald Conturight, President
Print Name and Title of Person Signing this Form
3   18   14   800-330-1369   800-524-9315 Date Telephone / Fax No.
Date Telephone / Fax No.
Email Address of Authorized Signee: ronce dumontchemicals. Com
*VENDOR SERVICE REPRESENTATIVE F/1-PLACEMENT OF ORDER, 2-COORDINATION OF SERVICE DURING REGULAR WORK HOURS AND 3-AFTER HOURS
1) CONTACT NAME: _ Enc MCKee_
TELEPHONE: ( 800 ) 330-1369
2) CONTACT NAME: Eric Mc/Cee
TELEPHONE: ( 800 ) 330-1369
3) CONTACT NAME: Call 800-330-1369 - Live Person Answering Suc
TELEPHONE: ()
Bid No. 2014-24 Sodium Hypochlorite – W/S Page   28

# CITY OF DELRAY STATEMENT OF NO BID

# Sodium Hypochlorite Purchase and Delivery Term Contract-Water / Sewer Bid #2014-24

If you are not bidding on this service/commodity, please complete and return this form to: City of Delray Beach Purchasing Department, 100 NW 1st Avenue, Delray Beach, Florida 33444.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Delray Beach. VENDOR NAME: ADDRESS: TELEPHONE: SIGNATURE: Minority Owned Business: Black Hispanic Woman Other We, the undersigned have declined to bid on Bid No. 2014-24 due to the following reason(s): Please Check below: Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below) Insufficient time to respond to the Invitation to Bid We do not offer this product or an equivalent Our product schedule would not permit us to perform Unable to meet specifications Unable to meet bond requirements Specifications unclear (explain below) Other (specify below) Remarks/Other: SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# Attachment "A"

BUSINESS TAX RECEIPT REGISTRATION FORM



### **CERTIFIED AFFIDAVIT**

### City of Delray Beach

RE:

Bid #2014-24

Sodium Hypochlorite Purchase & Delivery Term Caontract-Water/Sewer

This is to certify that the Odyssey UltraChlor Sodium Hypochlorite, furnished by The Dumont Company is in-compliance with all applicable requirements of item #C, Description, referenced

in the specifications on page 20.

Konald H. Cartwright

President

Sworn to & Subscribed before me this 18th day of March 2014.

Marcia Stivanson

Notary Public, State of Florida

ANTE DE ROPO

MARCIA A. STIVANSON MY COMMISSION # EE 179182 EXPIRES: April 20, 2016 Bonded Thru Budget Notary Services



March 17, 2014

## City of Delray Beach

RE: Bid #2014 -24

Sodium Hypochlorite Purchase & Delivery Term Contract-

Water/Sewer

Subject: Chemical Safety Training Class Trainer

Per your specification, "K", Safety Training, Kenny Williams will be assigned as the trainer who will conduct the training class. He can be reached at 352-303-5773.

Attached are Mr. Williams' qualifications.

Let us know if you have any additional questions.

Konald H. Cartwright, President

The Dumont Company, Inc.

381 South Central Avenue, Oviedo, FL 32765
Phone: 800-330-1369 Fax: 800-524-9315
Regular Meeting 05-06-14; Item 9.H



## Kenny Williams Bio

Kenny Williams
Technical Development Manager
Ph: 352-303-5773
kennyw@dumontchemicals.com

Kenny Williams is a dual certified Class C Water & Wastewater Operator with 15 years experience in the industry. Mr. Williams is a former Florida Rural Water Association State Water Circuit Rider with great skills in troubleshooting and improving water and wastewater treatment facilities. He also holds a variety of skills for enhancing the aesthetics of drinking water; he was a member of the State Emergency Response Team (SERT) for 4 years and responded to more than 5 major hurricanes from South Florida to Texas.

381 South Central Avenue, Oviedo, FL 32765
Phone: 800-330-1369 Fax: 800-524-9315
Regular Meeting 05-06-14; Item 9.H



March 17, 2014

# City of Delray Beach

RE: Bid #2014 -24

Sodium Hypochlorite Purchase & Delivery Term Contract-

Water/Sewer

Subject:

Account Manager & 24/7 Telephone Number

Per your request, Erica Latker will be assigned as your local Account Manger and can be reached at 954-397-9799

• Monday – Friday: 8:00pm – 5:00pm

Office:

800-330-1369

Dumont's 800 number (800-330-1369) is answered 24/7 by a "real person" answering service during off hours/holidays which enables them to get in touch with someone from our management team within minutes to handle technical and safety concerns.

Ronald H. Cartwright, President

The Dumont Company, Inc.



March 18, 2014

City of Delray Beach

RE:

Bid #2014-24

Sodium Hypochlorite Purchase & Delivery Term Contract-Water/Sewer

Subject:

24 hour access phone number/degree engineers

Dumont's 800 number (800-330-1369) is answered 24/7 by a real person during business hours and a "real person" answering service during off hours/holidays which enables them to get in touch with someone from our management team within minutes to handle your normal and emergency orders.

Per your request, the following is the information of our degreed engineers:

Kenny Williams

Dual Certified Class C Water and Wastewater Operator

Patrick Allman

University of Virginia, BS/Nuclear Engineering, 1983 University of Tampa, MBA, 1990

Rohald H. Cartwright, President

The Dumont Company, Inc.



# CLEAN TANK GUARANTEE

Dumont guarantees that when a tank is filled with Odyssey's Ultra Chlor Sodium Hypochlorite that there will never be anything at the bottom of your tank except the highest quality bleach on the market.

Should you ever get any build up of any kind on the bottom of your tank, Dumont will pump out the contaminated product and clean your tank at our expense. Then we will refill your tank with fresh Ultra Chlor at no cost to you.

The only requirement to keep this guarantee in force is that you not put anything in your tank other than Odyssey's Ultra Chlor Sodium Hypochlorite.

Ronald M. Cartwright, President

The Dumont Company, Inc.



# ODYSSEY MANUFACTURING CO.

Ultra-Chlor Sodium Hypochlorite Specification For

# 12.5 Trade Percent Available Chlorine

		Vi
<u>Item</u>	Guarantees	Typical Values
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	0.15 - 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:	≥10.85	11.05 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 11b of Chlorin	ne: .96 - 1 gallon	.9697 gallon
Iron (Fe):	<0.30 mg/L	.12 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	5 - 10  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:	.9094 Cal./gm/deg C	.9193 Cal./gm/deg C
Thermal Conductivity:	.24 W/m/deg C	.335 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 - 1.25 minutes
Hardness (as Calcium Carbonate):	<5 ppm	1 ppm
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid
	•	- I was a second

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-04.



## MATERIAL SAFETY DATA SHEET

**REVISED 5/24/13** 

### SECTION I CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

ODYSSEY MANUFACTURING CO.

1484 Massaro Boulevard Tampa, Florida 33619

1-813-635-0339 (24 hours)

EMERGENCY RESPONSE NUMBER:

1-800-ODYSSEY (FLORIDA)

1-813-635-0339 (OUTSIDE FLORIDA) 1-813-340-9093 (Control Room Cell Phone)

1-800-226-0911 (ACT Environmental)

SUBSTANCE: SODIUM HYPOCHLORITE

TRADE NAME: Ultra-CHLOR

CHEMICAL NAME/SYNONYMS: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-

solution, Bleach, and Liquid Bleach.

CAS NUMBER: 7681-52-9 CHEMICAL FAMILY: Alkali

FORMULA: NaOCI

DOT PROPER SHIPPING NAME: Hypochlorite Solution

DOT HAZARD CLASS: 8 (Corrosive) PG III; PG II (For solutions greater than 16% available chlorine)

DOT IDENTIFICATION NO: UN1791

RQ: 100 pounds (Approximately 100 gallons of Odyssey Ultrachlor 12.5 Trade Percent Sodium Hypochlorite)

DOT EMERGENCY GUIDE NO: 154

### SECTION II COMPOSITION, INFORMATION ON INGREDIENTS

INGREDIENT(S):

Sodium Hypochlorite (NaOCl) Salt (NaOCI)

10.0 - 15.0% wt 6.0 - 8.0% wt

Sodium Hydroxide (NaOH)

0.2 - 0.4% wt

Water (H<sub>2</sub>O)

76.6 - 83.8% wt

### SECTION III HAZARDS IDENTIFICATION

NFPA CLASSIFICATION (SCALE 0-4): Health=2 Fire=0 Reactivity=1 EC CLASSIFICATION (ASSIGNED): C (Corrosive)

### EMERGENCY OVERVIEW

COLOR: Yellow

PHYSICAL FORM: Liquid ODOR: Chlorine Odor

MAJOR HEALTH HAZARDS: Respiratory Tract Burns, Skin Burns, Mucous Membrane Burns, and Eye Irritation

HAZARDOUS MIXTURES WITH OTHER LIQUIDS, SOLIDS, OR GASES: Reacts violently with acids

liberating chlorine gas. Also reacts with organic substances. Reaction with water is not exothermic.

### POTENTIAL HEALTH EFFECTS

### INHALATION:

- SHORT TERM EXPOSURE: Irritation to respiratory tract. May have same as effects reported in other routes
  of exposure, burns, blisters, nausea, difficulty breathing, and lung congestion.
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

### SKIN CONTACT:

- SHORT TERM EXPOSURE: Irritant, reddening of the skin. May have burns, blisters, and itching
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

### EYE CONTACT:

- SHORT TERM EXPOSURE: Irritation (possibly severe), possible eye damage
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

### INGESTION:

- SHORT TERM EXPOSURE: Burns, vomiting stomach pain, disorientation, bluish skin color, convulsions, coma
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

### CARCINOGEN STATUS

OSHA: N NTP: N IARC: N

### SECTION IV FIRST AID MEASURES

INHALATION: Remove from exposure and get fresh air. Use a bag valve mask or similar device to perform artificial respiration (rescue breathing) if needed. Keep warm and at rest. Get medical attention immediately if artificial respiration is required.

SKIN CONTACT: Remove contaminated clothing, jewelry, and shoes immediately. Flush affected area with large amounts of water, preferably a safety shower. Use soap or mild detergent and large amounts of water until no evidence of chemical remains (at least 15-20 minutes). For burns, cover affected area securely with sterile, dry, loose fitting dressing. If skin is burned, get medical attention immediately.

EYE CONTACT: Wash eyes immediately with large amounts of water, occasionally lifting upper and lower lids, until no evidence of chemical remains (at least 15 minutes). Continue irrigating with a normal saline solution until ready to transport to physician. Cover with sterile bandages. Get medical attention immediately.

INGESTION: Rinse mouth with water. Drink large quantities of milk (water if no milk is available). Milk of magnesia may be helpful. DO NOT USE ACIDIC ANTIDOTES SUCH AS SODIUM BICARBONATE. When vomiting occurs, keep head lower than hips to help prevent aspiration. If person is unconscious, do not induce vomiting and turn their head to the side. Never make an unconscious person vomit or drink fluids. Get medical attention.

NOTE TO PHYSICIAN: For inhalation, consider oxygen. For ingestion, avoid gastric lavage, emesis, sodium bicarbonate and acid solutions. Consider the use of antacids.

### SECTION V FIRE FIGHTING MEASURES

FLASH POINT: Non-flammable

FLAMMABLE LIMITS: Non-flammable

FIRE AND EXPLOSION HAZARDS: Negligible fire hazard. Toxic fumes can be liberated by contact with acid or heat.

EXTINGUISHING MEDIA: Regular dry chemical, carbon dioxide, water, or foam suitable for surrounding fire. For large fires, use regular foam or flood with fine water spray.

FIRE FIGHTING: Wear self-contained breathing apparatus and full protective clothing. Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. Use extinguishing agents appropriate for surrounding fire. Do not get water directly on material. For large fires, flood with fine water spray. Reduce vapors with water spray. Apply water from a protected location or from a safe distance. Avoid body contact or inhalation of material or combustion byproducts. Stay upwind and keep out of low areas.

### SECTION VI ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE: Do not touch spilled material. Stop leak if possible without personal risk. For small spills, collect spilled material in appropriate container for disposal and consider absorbing with sand or other non-combustible material (e.g., do not use sawdust or other combustible material). Be advised, however, that the use of absorbing material is creating hazardous waste and this absorbing material must now be disposed of properly. Collect spilled material in appropriate container for disposal. For small dry spills, move containers away from spill to a safe area. For large spills, dike for later disposal. If possible, do not allow material to enter sewers, streams, ponds or storm conduits as concentrated solutions will seriously injure aquatic life. Keep unnecessary people away, isolate hazard area and deny entry. Contain in as small an area as possible, such as a holding area for dilution and neutralization. Contain spill in plastic drums when available. Dispose of in accordance with Federal, State, and local regulations. Personnel engaged in cleanup operations must be equipped with NIOSH approved respirator protection, rubber boots, gloves, and clothing to avoid body contact. Reportable Quantity (RQ): 100 pounds (approximately 100 gallons 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. ACT Environmental is a private company that can be hired to provide emergency response and site cleanup services at (800) 226-0911. For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission (U.S. SARA Section 304) at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 426-2675 (CERCLA Section103) within 15 minutes. Sometimes they will communicate with each other BUT DO NOT DEPEND ON THIS!

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

### SECTION VII HANDLING AND STORAGE

2 2 2

Store in vented, closed containers that provide protection from direct sunlight. Keep separated from incompatible substances and do not store near acids, ammonia, heat, or oxidizable materials or organics. When handling, do not mix with other cleaning agents that may liberate chlorine gas vapors (e.g., acidic agents).

Store and handle in accordance with all current regulations and standards.

### SECTION VIII EXPOSURE CONTROLS AND PERSONNEL PROTECTION

EXPOSURE LIMITS: 2 mg/m3 AIHA recommended STEL 15 minute(s) for Sodium Hypochlorite
VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.
EYE PROTECTION: Splash goggles are preferred to a faceshield. Another option is to wear splash resistant safety goggles with a faceshield. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: It is recommended to wear appropriate chemical resistant clothing to avoid body contact such as a rubber apron or rain suit. Boots are preferred for footwear.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed.

Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

Any chemical cartridge respirator with organic vapor cartridge(s).

Any chemical cartridge respirator with a full facepiece and organic vapor cartridge(s)

· Any air-purifying respirator with a full facepiece and an organic vapor canister

- Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure
  mode in combination with a separate escape supply (Use for Unknown Concentrations or those that may be
  Immediately Dangerous to Life or Health)
- Any self-contained breathing apparatus with a full facepiece (Use for High Concentrations or those which
  are immediately Dangerous to Life or Health)

### SECTION IX PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL APPEARANCE: Liquid

APPEARANCE AND ODOR: Clear - Chlorine odor like household bleach.

COLOR: Greenish – Yellowish cast MOLECULAR WEIGHT: 74.44 MOLECULAR FORMULA: Na-O-Cl

BOILING POINT: Degrades at 230 Degrees Fahrenheit

FREEZING POINT: 7 Degrees Fahrenheit

SPECIFIC GRAVITY: 1.15 - 1.17 at 60 Degrees Fahrenheit

PH: Approximately 11 - 13

VAPOR PRESSURE (mm HG): Vapor Pressure of water + decomposition product Vapor Pressure

VAPOR DENSITY: Not Available SOLUBILITY IN WATER: Complete

VOLATILITY: Not Available EVAPORATION RATE: >1

COEFFICIENT OF WATER /OIL DISTRIBUTION: Not Available

### SECTION X STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: Avoid heat, flames, sparks and other sources of ignition. Dangerous gases may accumulate in confined spaces. May ignite or explode on contact with combustible materials.

INCOMPATIBLES: Acids, metals, amines, combustible materials, reducing agents. Specific reactions with sodium

hypochlorite include the following:

ACIDS: Violent reaction.

ALUMINUM: Corrosive action.

AMINES: Form explosive chloramines.

AMMONIA: Form explosive chloramines.

AMMONIUM SALTS: May form explosive product. BENZYL CYANIDE (ACIDIFIED): Explosive reaction.

CELLOLOSE: Violent reaction

ETHYLENEIMINE: Forms explosive 1-chloroethyleneimine.

FORMIC ACID: Explosive mixture.

METHANOL: May form explosive compound.

NITROGEN COMPOUNDS: Forms explosive N-chloro compounds.

ORGANIC AND COMBUSTIBLE MATERIALS: Fire and explosion hazard.

OXALIC ACID: Intense reaction

REDUCING AGENTS: Fire and explosion hazard

ZINC: Corrosive

HAZARDOUS DECOMPOSITION:

Thermal decomposition products - Chlorine and Hydrochloric Acid Vapors

Decomposition Products - Hypochlorous Acid Vapors

POLYMERIZATION: Will not polymerize.

### SECTION XI SODIUM HYPOCHLORITE TOXILOGICAL INFORMATION

IRRITATION DATA: 10 mg eyes - rabbit moderate

TOXICITY DATA:

1gm/ kg oral-woman; TDLo; 45mg/kg intravenous-man TDLo; 5800 mg/ kg oral-mouse LD5O; 140 mg/ kq/9 week(s) continuous oral-rat TDLo

CARCINOGEN STATUS: According to the IARC, animal inadequate evidence, human no adequate data, Group 3 (Hypochlorite salts)

LOCAL EFFECTS:

Corrosive: inhalation, skin contact, eye, ingestion hazards

ACUTE TOXICITYLEVEL:

Slightly Toxic if ingested

MUTAGENIC DATA:

Mutation in micro organisms – Salmonella typhimurium lmg / plate (-S9); DNA repair – Escherichiacoli 20ug/disc; DNA damage – Esoherichiacoli 420 umol/L; phage inhibition capacity – Esoherichiacoli 103 ug/well; micronucleus test - non-mammalian species multiple 200 ppb; cytogenetic analysis - non-mammalian species multiple 120 ug/ L; cytogenetic analysis – human lymphocyte 100 ppm 24hour(s); sister chromatid exchange – human embryo 149 mg/ L; cytogenetic analysis – hamster lung 100 mg/ L

HEALTH EFFECTS:

INHALATION

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

CHRONIC EXPOSURE: No data available.

### SKIN CONTACT

ACUTE EXPOSURE: Extent of damage depends on concentration, pH, 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.

CHRONIC EXPOSURE: Effects depend on concentration and duration of exposure. Repeated or prolonged contact with corrosive substances may result in dermatitis or effects similar to acute exposure. Allergic dermatitis has also been reported.

### EYE CONTACT

ACUTE EXPOSURE: 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.

CHRONIC EXPOSURE: Depending on concentration and duration of exposure, symptoms may be as those of acute exposure.

### INGESTION

ACUTE EXPOSURE: 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.

CHRONIC EXPOSURE: Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

### SECTION XII ECOLOGICAL INFORMATION

### ECOTOXICITY DATA:

FISH TOXICITY: 94.0 ug/L 96h hour(s) LC5O (Mortality) Cutthroat trout

(Oncorhynchus clarki)

INVERTEBRATE TOXICITY: 31.6 ug/L 7 hour(s) 1C50 (Species Diversity) Protozoan phylum (Protozoa)

ALGAL TOXICITY: 90 ug/L 96 hour(s) LC5O (Mortality) Algae, phytoplankton, algai mat (Algae) PHYTOTOXICITY: 230 ug/L 35 hour(s) (Biomass) Curled pondweed (Potamogeton crispus) OTHER TOXICITY: 2.1 ug/L 28 day(s) (Chlorophyll) Aquatic community (Aquatic community)

ENVIRONMENTAL SUMMARY: Highly toxic to aquatic life.

### SECTION XIII DISPOSAL CONSIDERATIONS

Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): D001. Dispose in accordance with all applicable regulations.

### SECTION XIV TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101 SHIPPING NAME-UN NUMBER: Sodium Hypochlorite) - UN1791

U.S. DOT 49 CER 172.101 HAZARD CLASS OR DIVISION: 8

U.S. DOT 49 CFR 172 .101 PACKING GROUP: III (less than 16% available chlorine) / II (16% or more available chlorine)

U.S. DOT 49 CFR 172.101 AND SUBPART E LABELING REQUIREMENTS: Corrosive

U.S. DOT 49 CFR 172.101 PACKAGING AUTHORIZATIONS:

EXCEPTIONS: 49 CFR 173.154

NON-BULK PACKAGING: 49 CFR 173.203 (less than 16% available chlorine) / 49 CFR 173.202 (16% or more available chlorine)

BULK PACKAGING: 49 CFR 173.241 (less than 16% available chlorine) / 49 CFR 173.242 (16% or more available chlorine)

U.S. DOT 49 CFR 172.101 QUANTITY LIMITATIONS:

PASSENGER AIRCRAFT OR RAILCAR: 5 LITERS / (less than 16% available chlorine) / 1 LITERS (16% or more available chlorine)

CARGO AIRCRAFT ONLY: 60 LITERS / (less than 16% available chlorine) / 30 LITERS (16% or more available chlorine)

### SECTION XV REGULATORY INFORMATION

### U.S. REGULATIONS

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): Y

SODIUM HYPOCHLORITE: 100 LBS RQ

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

SARA HAZARD CATEGORIES, SARA SECTIONS 311/312 (40CFR370.21):

ACUTE: Y

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1S10.119): N

STATE REGULATIONS:

California Proposition 65: N EUROPEAN REGULATIONS:

EC NUMBER (BINECS): 231-668-3

### EC RISK AND SAFETY PHRASES:

R 31 Contact with acids liberates toxic gas.

R 34 Causes burns.

Keep locked-up and out of reach of children. S 1/2

After contact with skin, wash immediately with plenty of soap and water. S 28b

In case of accident or if you feel unwell, seek medical advice immediately (show the label where S 45 possible)

S 50 Do not mix with incompatible materials.

### CONCENTRATION LIMITS:

C>10% C

R 31-34

5 % <= C <= 10 % Xi

R 31-36/38

### GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK): 2 (Official German Classification)

### SECTION XVI OTHER INFORMATION

For additional information, contact our technical service department.

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



Laboratories, Inc

Date: 5 March 2014

Call for results over the phone 513-523-3605

# Odyssey Sample Analysis Results Received 19 February 2014

<u>Parameter</u>		
Wt% NaOCI	11.57	
GPL Available Chlorine	130	
Trade %	13.0	
Wt% NaOH	0.369	
Calculated pH	13.0	
Wt% Na <sub>2</sub> CO <sub>3</sub>	0.181	
Specific Gravity, g/mL	1.1726	
Bromate ion, mg/L	<5	DL = 5  mg/L
Chlorate ion, mg/L	282	DL = 100  mg/L
Perchlorate ion, mg/L	<5	DL = 5  mg/L
Iron, mg/L	0.00	DI 000 F
	0.08	DL = 0.02  mg/L
Copper, mg/L	<0.02	DL = 0.02  mg/L
Nickel, mg/L	<0.02	DL = 0.02  mg/L
Arsenic, mg/L	<0.008	DL = 0.008  mg/L
Chloride ion, mg/L	58,525	
Sodium, g/L (estimate)	83	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.96	
Filter Test (1,000 mL)	0 min 52 sec (Millipore 0	0.8 uM, type AWWP)?

B.P. Bubnis

B.P. Bubnis

5 March 2014

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
F-Mail: hbubnis@novachemlabs.com

E-Mail: bbubnis@novachemlabs.com

# NSF Internationa

RECOGNIZES

# ODYSSEY MANUFACTURING COMPANY \*\* TAMPA, FL

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











# TEST REPORT

**NSF International** 

789 M. Dixboro Rd. Ann Arbor, MI 48105, USA 1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org



Facility: 25071

United States Tampa FL 33619 1484 Massaro Boulevard Odyssey Manufacturing Company

Tampa, FL 33619 1484 Massaro Boulevard Odyssey Manufacturing Company Mr. Patrick Allman Send To: 25070

 Report Date 04-NOV-2013	SSA9	Result
	Odyssey Manufacturing Company	Customer Name
	NSF/ANSI 60	oT betseT
	Sodium Hypochlorite   Sodium Hypochlorite	Description
	Sodium Hypochlorite	Trade Designation
	Annual Collection	Test Type
	14692100-A	Job Number
	9142019 (CLA, TEA)	Project Number

additional information about NSF/ANSI Standard 60 and the products covered under this Standard. water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking

14E82100-A

Thank you for having your product tested by NSF International.

Lena Hope

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Date 04-NOV-2013

Amanda Phelka - Director, Toxicology Services

Report Authorization

Project Manager



### Standard: NSF/ANSI 60 General Information

Maximum Use Level: 12.5 mg/L DCC Number: DA02366

Monitor Code: A

Trade Designation/Model Number: Sodium Hypochlorite Physical Description of Sample: Sodium Hypochlorite

24-Sep-2013 Sampled Date: Sodium Hypochlorite Description: 7461660000-S Sample Id:

Received Date: 17-Sep-2013

Preparation method used

Normalization Calculation: Compound Reference Key:

Calculated NF

Tox Normalization Information:

Testing Parameter

Mass of Material Used (mg) Where NF = MUL (mg/L) \* Final Volume Of Solution (L)

Mass of material used

Lab Normalization Information:

Final volume of solution

Date exposure completed

Control

Result

Status

Evaluation

Criteria(1)

Acceptance

540 mg

24-SEP-2013

7 S.D

Result

Mom.

Normalized Result = Test Result (ug/L) \* NF

- Final Volume of Solution = The volume of water used to dilute the sample; - Mass of Material Used = The mass of sample analyzed in the laboratory; - MUL = Maximum Use Level;

or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above. - An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing,

SPAC

7/6w %6

2260.0

Silnu

Trichlorofluoromethane	J/βn	ND(1)	(0.5) ND(0.5)	(r)an	(0.09)	09	Pass
Chloroethane	7/6n	(1)aN	ND(0.5)	(I)QN	(60.0)QN	₽0.0	Pass
Bromomethane	7/6n	(I)aN	(a.0) an	(I) an	(60.0) dN	ı	Разэ
Vinyl Chloride	7/6n	(I)QN	ND(0.5)	(r)an	(60.0) dN	2.0	Pass
Chloromethane	7/6n	ND(1)	ND(0.5)	(I) an	(60.0) dN	3	Pass
Dichlorodifluoromethane	7/6n	(I)QN	(ō.0)dN	ND(1)	(e0.0)dN		
Volatile Organic Compounds (Ref. EPA 524.2)							
mulledT	⊓/6n	2.0	(S.0)QN	2.0	20.0	2.0	Pass
muinələ&	7/6n	ND(2)	ND(S)	ND(S)	(S.0)QN	9	Pass
VnombnA	¬/6n	ND(0.5)	(5.0) <b>G</b> N	(6.0) dN	ND(0.05)	9.0	Pass
Lead	7/в̂п	(I) an	(1)QN	(r)an	(0.0)dN	<b>3.1</b>	sseq
Metcury	٦/6n	(S.0)QN	(S.0)QN	(S.0)QN	ND(0.02)	2.0	Pass
Copper	J\gù	ND(1)	(I)QN	(t)QN	(60.0) dN	130	Pass
Суношіпш	∏/6n	ND(1)	ND(1)	(I)QN	(60.0) DN	10	Pass
mulmbsD.	7/6n	(S.0)QN	(S.0)QN	(S.0) dN	(S0.0) DN	5.0	Pass
Becyllium	7/6п	(6.0)QN	(0.0) dN	ND(0.5)	ND(0.05)	4.0	Pass
muhsa	٦/6n	ND(1)	(r)an	ND(1)	ND(0.09)	200	Pass
	7/6n	ND(1)	ND(1)	(I)aN	(60.0) (IN	ı	Pass

Sample

to those items tested, in the condition received at the laboratory. use the NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to Page 2 of 7 14692100-A F120131104171727

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*	-	u	r	¥	v	¥	v	v	v	9	

Ejphl Benzene	7/6n	(I)QN	ND(0.5)	(I)QN	(60.0) GN	04	Pass
Toluene	7/ôn	(I)QN	ND(0.5)	ND(1)	(60.0) dN	100	Pass
Methyl Isobutyl Ketone	¬/ôn	(01)QN	ND(e)	(01) aN	(6.0) dN	200	Pass
Меthyl Еthyl Кеtone	7/6n	ND(10)	ND(e)	(01)QN	(6.0) dN	001	Pass
τειτ-Βαίλι είλγι είλει	7/ôn	(I) an	ND(0.5)	ND(1)	(60.0)JN	2000	Pass
Methyl-tert-Butyl Ether (MTBE)	η/ôn	(1) dN	ND(0.5)	(r)ON	(60.0) DN	10	Pass
Carbon Disulfide	7/5n	ND(2)	ND(1)	ND(S)	(S.0)QN	04	Pass
1,2-Dichlorobenzene	¬/6n	(I) ON	ND(0.5)	ND(1)	(60.0)dN	09	Pass
f.4-Dichlorobenzene	7/6n	(I) (I)	(0.0)QN	(I) an	(60.0) dN	6.7	Pass
1,3-Dichlorobenzene	უ/6n	(1) dN	(9:0)QN	ND(1)	(60.0) DN	09	Pass
fichloropane	7/6n	ND(1)	(9°0)QN	(r)an	(60.0)dN	g	Pass
t, f, 2, 2-Tetrachloroethane	¬/6n	(I) dN	(0.0) dN	(1)QN	(60.0) DN	2.0	Pass
Bromoform	7/6n	ND(1)	(2.0)QN	(†)QN	(60.0) DN	[MHTT]	1
1,1,2-Tetrachloroethane	7/6n	ND(1)	(2.0)QN	ND(1)	(e0.0)dN	,,,,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	Pass
Chlorobenzene	7/6n	7	8.6	ND(1)	(60.0) dN	١٥٠	Pass
Chlorobenzene	7/6n	(1)QN	(6.0)QN	ND(1)	(60.0)dN	[MHTT]	*****
Tetrachtoroethylene	7/6n	ND(1)	(0.0)QN	ND(1)	(0.09) (00.09)	9.0	Pass
1,3-Dichloropropane	7/6n	(I) (I)	(3.0)QN	ND(1)	(80.0)GM	30	
† 1,5-2-Trichloroethane	7/6n	ND(1)	(0.0) dN	ND(1)	(0.09) (00.0)		
trans-1,3-Dichloropropene	7/6n	ND(1)	(5.0)QN	(1)GN	(80.0) DN	2.0	Pass
cis-1,3-Dichloropropene	7/6n	ND(1)	(5.0)dN	(r)QN	(80.0) dN	2.0	Pass
Dibromomethane	7/6n	ND(1)	(3.0)QN	(t)QN	(00.0)QN		
Bromodichloromethane	7/6n	ND(1)	(8.0)QN	ND(1)	(0.09) (00.09)	[MHTT]	-
	7/6n	ND(1)	(3.0)dN	ND(1)	(0.09) (00.0)	9'0	Pass
1,2-Dichloropane			(3.0)dN	(I)GN	(00.0)QN	3.0	
Тісһіогоейууіеле	7/6n	(1) dN	(a.0)QN	(F)QN	(80.0)GM		Pass
1,2-Dichloroethane	√l/gu	(1) an		3000 5000		5.0	Pass
Carbon Tetrachloride	η/βn	ND(1)	(0.0) dN	(†) GN	(60.0)QN	5.0	Pass
- Pichloropropene	7/6n	ND(1)	(6.0) QN	(1) GN	(60.09) ND(0.09)		
ensrtleoroldoiT-f,f,f	7/6n	ND(1)	(8.0)dN	(r)dN	(0.09) ND(0.09)	50	2259
Bromochloromethane	¬/6n	ND(1)	(6.0)dN	(I) an	(0.09) ND(0.09)	£.0	Pass
Chieroform	7/6n	ND(1)	(c.o)dN	ND(1)	(0.09) ND(0.09)	[MHTT]	
enelydleoroldold-2,1-eb	7/6п	(1)QN	(6.0)dN	(t)QN	(60.0)QN		Pass
2,2-Dichloropropane	7/6n	ND(1)	(0.5) ND(0.5)	(1) dN	(60.0) QN		
ansdleorold-f,f	7/6n	ND(1)	(0.6)	ND(1)	(80.0) QN	6,0	Pass
trans-1, r-ansit	7/6n	ND(1)	(0.0) dN	(t)QN	(60.0)QN	01	Pass
1,1-Dichloroethylene	7/6n	(I)QN	(0.0)dN	(t)QN	(60.0) dN	7.0	Pass
Methylene Chloride	7/6n	ND(1)	(5.0)dN	ND(1)	(60.09)	5.0	Pass
Trichlorotrifluoroethane	T/6n	ND(1)	(6.0) dN	ND(1)	(60.0)CIN	€.0	Pass
emistry Lab ( Continued )							
sting Parameter	има	Zsmple	loutnoD		Norm. Result	(h)ehajing	e Evalu

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Sample Id:

ylenes] - Acceptance based on Total Xylenes							
the acceptance criteria is blank and the evaluation s	,"lis∃" si sui	then the criteria	on ed Iliw besu	ted on the let	ter accompanyi	ng these results	•
Total Xylenes	7/6n	(0.5) ND(0.5)	(0.6) ND(0.5)	(0.5)	(20.0)QN	1000	Pass
Total Trihalomethanes Total	ק/6n	ND(0.5)	(a.0)aN	ND(0.5)	(20.05)	8	Pass
Benzene	ղ/6n	ND(1)	ND(0.5)	(I) dN	(80.0)QN	3.0	Pass
Naphthalene	7/6n	ND(1)	(0.0)UN	(I)QN	(60.0)CIN	10	Pass
1,2,3-1-irchlorobenzene	7/6n	ND(1)	ND(0.5)	(I)ON	(0.09)		
Hexachiorobutadiene	7/6n	ND(1)	ND(0.5)	(I)QN	(eo.o)dN	1.0	Pass
1,2,4-Trichlorobenzene	η/βn	ND(1)	ND(0.5)	(r)an	ND(0.09)	L	Pass
u-grţλ peuzeue	7/6n	ND(1)	(0.5) ND(0.5)	(I)QN	(60.0) DN	6.0	Pass
eneznedlythemirT-E,2,†	η/βn	(1)ON	(0.0) dN	ND(1)	(60.09)	6.0	Pass
b-lsopropyltoluene (Cymene)	<b>7</b> /6n	(1) aN	(0.5)	(t)aN	(0.09) MD(0.09)		
sec-Butylbenzene	ገ/6n	ND(1)	(6.0) dN	ND(1)	(60.09)	6.0	Pass
onesnedtyttemirT-4,2,1	7/6n	ND(1)	(6.0) aM	(t)aN	ND(0.09)		
fert-Butylbenzene	-ገ/6n	ND(1)	(6.6) UD(0.5)	ND(1)	(e0.0) dN	01	Pass
anaznadiyılışımirT-8,8,1	7/6n	ND(1)	(6.0) dN	ND(1)	(e0.0)dN	6.0	Ьвая
4-Chlorofoluene	7/6n	ND(1)	(8.0) dN	ND(1)	(60.0)dN		
S-Chlorotchene	7/6n	ND(1)	ND(0.5)	ND(1)	(60.0)QN		
Bromobenzene	7/6n	ND(1)	(5.0)QN	(I)QN	(60.0) DN		
n-Propylbenzene	⊓/βn	ND(1)	ND(0.5)	(I)aN	(60.0)QN	5.0	Pass
lsopropylbenzene (Cumene)	√bn	ND(1)	(5.0)QN	(I) (II)	(60.0) DN	400	Pass
Slyrene	7/6n	ND(1)	ND(0.5)	ND(1)	(60.0) DN	01	Pass
o-Xylene	Դ/6n	(r)QN	ND(0.5)	(r)@N	(60.0) DN	[Xylenes]	
w+p-Xylenes	7/6п	ND(2)	ND(1)	ND(S)	(S.0)QN	[Xylenes]	
nistry Lab ( Continued )							

E102-938-71	Lab Normalization Information: Date exposure completed	7.880000000.0 J.Pam 4e Jm/P S.1 DA9S	ion Information: Value Applied ind Reference Key:	Calculate MUL Density
6	Gneuched Date: 4-SEP-2013 16:00	da la da	Sodium Hypochlorite 17-Sep-2013 17-Sep-2013	sampled Date:



S781660000-2

Sample Id:

Normalization Calculation;

Normalized Result = Test Result \* NF \* (10 ug/L mg)

Where MF = MUL (mg/L) \* Malonic Acid Dilution Correction (ml/ml) \* (1/Product Density (g/ml)) \*  $\frac{1}{10^5}$  mi \*  $\frac{1}{10^5}$  mg \*  $\frac{1}$ 

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled + Malonic Acid (g) \* (1 / Density of Malonic Acid (g/ml))))
   Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
   Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
   Unit conversion: 1 L = 10 ml, 1 g = 10 mg;

	SNEECS (LIPETING) UNSAV SINO
	Telement Parameter
	Units Sample Result Norm Acceptance Evaluation
ì	

Pass	3	ND(0.09) ug/L	7/6n	ND(1)	(1) an	<b>7/6</b> ա	Signor
	200	J\gu S4	7/6n	084	480	7/6w	Chlorate
Pass	9	7/6⊍ (60.0) UN	7/Bn	(I)QN	(1) an	7/6w	Perchlorate
							Oxyhalides in Bieach by LCMS



### Common Terms and Acronyms Used:

Microgram per liter = 0.001 milligram per liter (mg/L) Acceptance criteria of the standard (Single Product Allowable Concentration)	SPAC
Sample test result minus the Control test result.  Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations.  Result is below the detection level of the analytical procedure as identified in the parenthesis.  NSF document control code of the registered formulation of the product tested	Result Normalized Result ND()
Test result on the submitted product sample after prepared or exposed in accordance with the standard.  Test result on a laboratory blank sample analyzed in parallel with the sample.  Semple productions are also sample analyzed in parallel with the sample.	SampleControl

### References to Testing Procedures:

C3049 C3044 C3038 C3039 C0034
C3041
C3041
50.50.5
C3046
C3052
C3058
C3071
C3100
C3113
C311E
C3127
C4662

AA\_72N

Test descriptions preceded by an asterisk \*\*\* indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

All work performed at:

Address NSF International 789 N. Dixboro Road Ann Arbor MI 48105



Shout the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSFNASI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and door requirements. The standard contains and requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water and are intended to be present in the finished to, coagulation and added to water the finished to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used to manufacture the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the minimum requirements of the standard to establish the potential contaminants of concern. A standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results as normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the send to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



# TEST REPORT

Send To: 25070 Mr. Patrick Allman Odyssey Manufacturing Company 1484 Massaro Boulevard Tampa, FL 33619 Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	PASS	Report Date	28-MAR-2012
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI 60		
Description	Ultrachlor   Clear liquid		
Trade Designation	Ultrachlor		
Test Type	Annual Collection		
Job Number	A-00116230		
Project Number	9120157 (CLA, TEA)		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Date

28-MAR-2012

Clifton Mclellan - Director, Toxicology Services

20120328151807

A-00116230

Page 1 of 7



### General Information

Standard: NSF/ANSI 60

Chemical Name: Sodium Hypochlorite

DCC Number: DA02366

Date of Manufacture: 2/24/2012

Lot Number/Product Identifier: 2/24/2012

Maximum Use Level: 94 mg/L

Monitor Code: A

Physical Description of Sample: Clear liquid Trade Designation/Model Number: Ultrachlor

Sample Id:

S-0000882116

Description:

Sodium Hypochlorite

Sampled Date:

07-Mar-2012

Received Date: 28-Feb-2012

Tox	Normalization	Information:
IUA	Monthalization	inioi mation.

0.0929

Lab Normalization Information:

Calculated NF

Date exposure completed

Final volume of solution

07-MAR-2012

Preparation method used MUL

94 mg/L

Mass of material used

0.5 L

Compound Reference Key:

SPAC

506 mg

### Normalization Calculation:

Normalized Result = Test Result (ug/L) \* NF

Final Volume Of Solution (L) Where NF = MUL (mg/L) Mass of Material Used (mg)

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref; EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0,3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass

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A-00116230

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esting Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluatio Status
hemistry Lab ( Continued )							
Trichiorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chioride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	(TTHM)	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichtoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	- P-3225
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	L. A. I.	
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[ТТНМ]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachioroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	1 400
Bromoform 1,1,2,2-Tetrachloroethane	ug/L_	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
	ug/L			ND(2)	ND(0.2)	70	Pass
Carbon Disulfide  Methyl-tert-Butyl Ether (MTBE)	ug/L ug/L	ND(2) ND(1)	ND(1) ND(0.5)	ND(2)	ND(0.2)	10	Pass
						10	, 435
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	700	Pass
Methyl Isobutyl Ketone	ug/L ug/L	ND(10) ND(1)	ND(5) ND(0.5)	ND(10) ND(1)	ND(0.9)	100	Pass

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Sample ld:	5-0000882116
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esting Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
hemistry Lab ( Continued )							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chiorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	Pass
- If the acceptance criteria is blank and the evaluation statu	us is "Fail", th	en the criteria u	sed will be no	ted on the le	tter accompanyir	ng these results.	
[TTHM] - Acceptance based on Total Trihalomethanes [Xylenes] - Acceptance based on Total Xylenes							

Sample Id: S-0000882118 Description: Sodium Hypochlorite Sampled Date: 24-Feb-2012

Received Date: 28-Feb-2012

Tox Normalization Information: Lab Normalization Information: 0.0000842 Calculated NF Date exposure completed 29-FEB-2012 94 mg/L MUL SPAC

Compound Reference Key: .000000896 Miscellaneous Factor:

esting Parameter Units Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status

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Jample Id: S-0000882118

Testing Parameter	Units	Sample	Control Resu	t Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab ( Continued )						
Oxyhalides in Bleach by LCMS						
Perchlorate	mg/L	ND(1)	ND(1)	ND(0.08)		
Bromate	mg/L	ND(1)	ND(1)	ND(0.08)	5	Pass

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### ommon Terms and Acronyms Used:

Sample	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result	Sample test result minus the Control test result.
Normalized Result	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND()	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number	NSF document control code of the registered formulation of the product tested
ug/L	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC	Acceptance criteria of the standard (Single Product Allowable Concentration)

### References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barlum in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "\*" indicate that testing has been performed per NSF international requirements but is not within its scope of accreditation.

### Testing Laboratories:

	Id		Address
No. 10 Inc. 10 Inc.			
All work performed at:	→ NS	F_AA	NSF International
			789 N. Dixboro Road
			Ann Arbor MI 48105

20120328151807

A-00116230



### About the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard Include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-lap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



Ann Arbor, MI

June 15, 2012

Mr. Patrick Allman Odyssey Manufacturing Company 1484 Massaro Boulevard Tampa, Florida 33619

Dear Mr. Allman:

I have attached the October 2011 test results for the NSF/ANSI Standard 60 evaluation of the Odyssey Ultrachlor 12% sodium hypochlorite solution which resulted in a Pass, meeting all requirements of NSF/ANSI Standard 60: Drinking Water Treatment Chemicals-health effects.

Please contact me at your convenience with any questions.

Sincerely,

Dave Purkiss

General Manager

DOP!

Water Treatment and Distribution Systems

NSF International

Phone: +1-734-827-6855 Email: Purkiss@nsf.org



# TEST REPORT



Send To: 25070 Mr. Patrick Allman

Live Safer

Odyssey Manufacturing Company

1484 Massaro Boulevard

Tampa, FL 33619

Facility: 25071

Odyssey Manufacturing Company

1484 Massaro Boulevard

Tampa, FL 33619

Result	COMPLETE	Report Date	31-OCT-2011				
Customer Name	Odyssey Manufacturing Company						
Tested To	NSF/ANSI 60						
Description	Ultrachlor 12%   Sodium Hypochlorite						
Trade Designation	Ultrachlor 12%						
Test Type	Test Only						
Job Number	J-00106044						
Project Number	9098913	9098913					
Project Manager	Lena Hope						

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Date

31-OCT-2011

Clifton McIellan - Director, Toxicology Services



### General Information

Standard: NSF/ANSI 60

Chemical Name: SODIUM HYPOCHLORITE

DCC Number: DA02366

Lot Number/Product Identifier: 5/24/2011

Maximum Use Level: 94 mg/L

Monitor Code: A

Physical Description of Sample: Sodium Hypochlorite Test Description: Additional evaluation per customer's request

Trade Designation/Model Number: Ultrachlor 12%

Sample Id:

S-0000859981

Description:

Sodium Hypochlorite

Sampled Date:

19-Oct-2011

Received Date: 13-Oct-2011

Tox Normalization Information:

0.0923

Lab Normalization Information:

Calculated NF

Date exposure completed

Preparation method used

Final volume of solution

19-OCT-2011

MUL

94 mg/L

Mass of material used

0.5 L 509 mg

Compound Reference Key:

SPAC

Normalization Calculation:

Normalized Result = Test Result (ug/L) \* NF

Final Volume Of Solution (L)

Where NF = MUL (mg/L) \* Mass of Material Used (mg)

- MUL = Maximum Use Level;

- Mass of Material Used = The mass of sample analyzed in the laboratory;

- Final Volume of Solution = The volume of water used to dilute the sample;

- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

esting Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab						· ·	
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)				A 100 1 2			
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass

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J-00106044

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S-0000859981 ample Id: Units Sample Control Result Norm. Acceptance Evaluation **Testing Parameter** Result Criteria(1) Status Chemistry Lab (Continued) Trichlorofluoromethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) 50 Pass Trichlorotrifluoroethane ug/L ND(1) 0.3 Pass ND(0.5) ND(1) ND(0.09) Methylene Chloride ug/L ND(1) ND(0.5) ND(0.09) 0.5 Pass ND(1) ug/L 0.7 Pass 1,1-Dichloroethylene ND(1) ND(1) ND(0.5)ND(0.09) trans-1,2-Dichloroethylene ug/L ND(1) 10 Pass ND(0.5) ND(1) ND(0.09) 1,1-Dichloroethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) 2,2-Dichloropropane ug/L ND(1) ND(0.5) ND(1) ND(0.09) cls-1,2-Dichloroethylene 7 Pass ug/L ND(1) ND(0.5) ND(1) ND(0.09) Chloroform ug/L ND(1) ND(0.5) ND(1) ND(0.09) [TTHM] Bromochloromethane ug/L Pass ND(1) ND(0.5) ND(1) ND(0.09) 0.3 1,1,1-Trichloroethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) 20 Pass 1,1-Dichloropropene ug/L ND(1) ND(0.5) ND(1) ND(0.09) Carbon Tetrachloride ug/L ND(1) ND(1) 0.5 Pass ND(0.5) ND(0.09) 1,2-Dichloroethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) 0.5 Pass Trichloroethylene ug/L ND(1) ND(0.09) 0.5 Pass ND(0.5) ND(1) 1,2-Dichloropropane ug/L ND(1) ND(0.5) ND(1) ND(0.09) 0.5 Pass Bromodichloromethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) [TTHM] Dibromomethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) cis-1,3-Dichloropropene ug/L ND(1) ND(0.09) 0.2 Pass ND(0.5) ND(1) ug/L ND(0.09) 0.2 trans-1,3-Dichloropropene ND(1) ND(0.5) ND(1) Pass 1,1,2-Trichloroethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) 1,3-Dichloropropane ug/L ND(1) ND(0.5) ND(1) ND(0.09) Tetrachloroethylene ug/L ND(1) 0.5 Pass ND(0.5) ND(1) ND(0.09) Chlorodibromomethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) [TTHM] Chlorobenzene ug/L 10 Pass ND(1) ND(0.5) ND(1) ND(0.09) 1,1,1,2-Tetrachloroethane ug/L ND(1) ND(0.5) ND(1) ND(0.09) 1 Pass Bromoform ug/L ND(1) [TTHM] ND(0.5)ND(1) ND(0.09) 1,1,2,2-Tetrachloroethane ug/L ND(1) 0.2 Pass ND(0.5) ND(1) ND(0.09) 1,2,3-Trichloropropane 5 Pass ug/L ND(1) ND(1) ND(0.5)ND(0.09)1,3-Dichlorobenzene ug/L 60 ND(1) ND(0.5) ND(1) ND(0.09) Pass 1.4-Dichlorobenzene ug/L ND(1) Pass 7.5 ND(0.5) ND(1) ND(0.09) 1,2-Dichlorobenzene ug/L 60 Pass ND(1) ND(0.5) ND(1) ND(0.09) Carbon Disulfide ug/L 70 Pass ND(2) ND(1) ND(2) ND(0.2) Methyl-tert-Butyl Ether (MTBE) ug/L ND(1) ND(0.5) ND(1) ND(0.09) 50 Pass tert-Butyl ethyl ether ug/L ND(1) ND(0.5) ND(1) ND(0.09) Methyl Ethyl Ketone ug/L 400 Pass ND(10) ND(5) ND(10) ND(0.9) Methyl Isobutyl Ketone ug/L ND(10) 700 ND(5) ND(10) ND(0.9) Pass Toluene ug/L Pass ND(1) ND(0.5)ND(1) ND(0.09) 100

FI20111031114437 J-00106044

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ample Id:

S-0000859981

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab ( Continued )							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0,5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		4
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	8	Pass
Total Xylenes	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1000	Pass

[Xylenes] - Acceptance based on Total Xylenes

Sample Id:

S-0000859982

Description:

Sodium Hypochlorite

Sampled Date:

12-Oct-2011

Received Date: 13-Oct-2011

Tox Normalization Information:
--------------------------------

Calculated NF

0.094

MUL

94 mg/L

Compound Reference Key:

SPAC

Lab Normalization Information:

Date exposure completed

14-OCT-2011

### Normalization Calculation:

Normalized Result = Test Result (mg/kg) \* NF

Where NF = MUL(mg/L) 
$$*\frac{1 \text{ kg}}{10^{6} \text{mg}}$$
  $*\frac{10^{3} \text{ug}}{1 \text{ mg}}$ 

- MUL = Maximum Use Level;
- Unit conversion: 1 kg = 10 mg, 10 ug = 1 mg;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

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Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab				****			
* Bromate, in bleach by Titration (NSF)							
Bromate	mg/Kg	12	12	ug/L	1.1	5	Pass
		)11					



### mmon Terms and Acronyms Used:

Sample	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result	Sample test result minus the Control test result.
Normalized Result	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND()	Result is below the detection level of the analytical procedure as identified in the parenthesis.
	NSF document control code of the registered formulation of the product tested
ug/L	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC	Acceptance criteria of the standard (Single Product Allowable Concentration)

### References to Testing Procedures:

NSF Reference	Parameter / Test Description * Bromate, in bleach by Titration (NSF)							
C3022								
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)							
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)							
C4662	Volatile Organic Compounds (Ref: EPA 524.2)							

Test descriptions preceded by an asterisk \*\*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

### sting Laboratories:

All work performed at:

NSF\_AA

NSF International
789 N. Dixboro Road
Ann Arbor MI 48105



### \bout the Standard:

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2014

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

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

		naoroomoniqoj.							
PRODUCER			CONTACT Kristin Tuhacek						
Lassiter-Ware Insura	ance	of Maitland	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883						
2701 Maitland Center	· Pa	rkway	E-MAIL ADDRESS:						
Suite 125			INSURER(S) AFFORDING COVERAGE	NAIC#					
Maitland	FL	32751	INSURER A: Westchester Surplus Lines	10172					
INSURED			INSURER B ACE American Insurance Company	22667					
The Dumont Company 1	Inc.		INSURER C: Zenith Insurance Co.	13269					
P.O. Box 622280			INSURER D:						
			INSURER E:						
Oviedo	FL	32762	INSURER F:						
001/554.050									

CERTIFICATE NUMBER:14-15 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S			
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000		
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000		
A	CLAIMS-MADE X OCCUR	X		G27137374001	2/19/2014	2/19/2015	MED EXP (Any one person)	\$	25,000		
	X Contractual Liability						PERSONAL & ADV INJURY	\$	1,000,000		
	X Pollution Liability						GENERAL AGGREGATE	\$	2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000		
	POLICY X PRO- JECT LOC						Pollution Liab - Each Condition	\$	1,000,000		
	AUTOMOBILE LIABILITY					1	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
В	X ANY AUTO						BODILY INJURY (Per person)	\$			
	AUTOS AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				H08456689001	2/19/2014	2/19/2015	BODILY INJURY (Per accident)	\$	
				Includes:			PROPERTY DAMAGE (Per accident)	\$			
				Transportation Pollution				\$			
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000		
A	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	3,000,000		
	DED X RETENTION\$			G27137416001	2/19/2014	2/19/2015		\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA					E.L. EACH ACCIDENT	\$	1,000,000		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2070173406	2/19/2014	2/19/2015	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
							E.L. DISEASE - POLICY LIMIT		1,000,000		
						1					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bid #2014-24 - Sodium Hypochlorite Purchase and Delivery Term Contract Water/Sewer

City of Delray Beach is named as Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Delray Beach 100 N.W. 1st Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Delray Beach, FL 33444	AUTHORIZED REPRESENTATIVE
	Paul Ziccardi/KRISTT

ACORD 25 (2010/05) INS025 (201005).01

# CITY OF DELRAY BEACH

59623

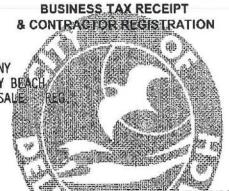
RESTRICTION:

OWNER/QUALIFIER:

BUSINESS NAME: THE DUMONT COMPANY OUTSIDE OF DELRAY BEACH

CLASSIFICATION: MERCHANT - WHOLESAU

THE DUMONT COMPANY 381 S CENTRAL AVE OVIEDO FL 32765



**RECEIPT NO 14 00051894** CONTROL NO 138653

DATE ISSUED: 5/15/14 BUSINESS TAX FEE: 11.58 DELINQUENT FEE: 1.16 TRANSFER FEE: .00

TOTAL AMOUNT PAID:

12.74

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD OCTOBER 1 2013 TO SEPTEMBER 30 2014

USINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO JBLIC VIEW AT BUSINESS LOCATION

Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed. Applicant must apply for Transfer.

# CITY OF DELRAY BEACH

**BUSINESS TAX RECEIPT INFORMATION** 

DATE ISSUED: 5/15/14

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD OCTOBER 1 2013 TO SEPTEMBER 30 2014

- Please conspicuously post this current business tax receipt so that it is able to be viewed by anyone upon entering your place of business.
- This business tax receipt represents proof of payment of your business tax fee for the period October 1 to September 30. Continuous licensure can be an important asset for certain business users; please exercise diligence in maintaining this business tax receipt.
- · Once you have obtained a Delray Beach business tax receipt, you will be sent a renewal notice each year 30 to 60 days before expiration to the address indicated on the face of the receipt. Please check all business tax receipt information and if there is an error, report it to us immediately. The City may impose fines and penalties for failure to renew this business tax receipt.
- If you change your business name, ownership or location, you must make a new application for the change and pay a \$14.47 transfer fee. The business tax receipt must be surrendered prior to issuance of the new receipt. The back of the receipt must be signed and dated by the previous owner and indicated that all rights, interest, and title of the business is assigned to the new owner.
- If you have more than one business location, you must obtain a business tax receipt for each location.
- A separate business tax receipt is issued for each use performed within your business. Please check with us if you have any questions regarding the classification of your business by visiting us at 100 NW 1st Avenue our website at MyDelrayBeach.com, or calling us at (561) 243-7209.