

RESOLUTION NO. 2025- 131

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PIGGYBACK AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND ODYSSEY MANUFACTURING CO. TO PURCHASE AS NEEDED CHEMICAL SUPPLIES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Piggyback Agreement (No. 12861) between the City of Pompano Beach and Odyssey Manufacturing Co., to purchase needed chemical supplies; a copy of the Agreement and approval is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Agreement between the City of Pompano Beach and Odyssey Manufacturing Co.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of May, 2025.

Signed by:

Reza Hardin

502CB780EB3E480

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Kervin Alfred

D1C913A8FD334CA

KERVIN ALFRED, CITY CLERK

Signed by:



MEB/mcm
4/22/25
l:reso/2025-168

AGREEMENT TO PIGGYBACK A CONTRACT FOR CHEMICAL SUPPLIER

THIS AGREEMENT is made and entered into on May 20, 2025, by the City of Pompano Beach ("City") and Odyssey Manufacturing Co., a foreign Corporation authorized to do business in Florida, whose principal place of business is 1484 Massaro Boulevard, Tampa, FL 33619 ("Contractor").

WHEREAS, the Clay County Utility Authority received bids or proposals in response to competitive solicitation ITB# 20/21-A5 to purchase Chemical Supplier; and

WHEREAS, on March 8, 2020, the Clay County Utility Authority approved the fourth renewal of ITB# 20/21-A5 - Chemical Supplier and an agreement was extended for a term of one year making the agreement effective since March 8, 2020 through March 07, 2026; and

WHEREAS, the City's Utilities Department wishes to enter into an Agreement with Odyssey Manufacturing Co.; and

WHEREAS, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback the purchase of goods and services with state or local public contracts within certain codified guidelines, of which these guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement with the same terms and conditions set forth in the agreement of ITB# 20/21-A5 - Chemical Supplier between City of Clay County Authority and Odyssey Manufacturing Co. which is attached and incorporated in this Agreement as Exhibit "A" and adopted in its entirety by the City and the Contractor, together with and including contract renewals, amendments and change orders to the extent applicable; and

WHEREAS, the City has determined that piggybacking the agreement of ITB# 20/21-A5 - Chemical Supplier between City of Clay County Authority and Odyssey Manufacturing Co. is necessary for the purchase of Chemical Supplier and is the most economically advantageous way to procure these necessary materials, products, and services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. RECITATIONS.

The foregoing "WHEREAS" clauses are adopted and incorporated in this Agreement.

2. TERM.

The term of this Piggyback Agreement shall commence on the execution date and expire on March 07, 2026, unless it is terminated sooner pursuant to Section 4(F) of this agreement.

3. RENEWAL.

The Contractor affirms and ratifies the terms and conditions of the Agreement with City of Clay County Authority and agrees to perform the services in that Contract with City of Clay County Authority for the City in accordance with the terms for the agreed time period and any available renewal period.

4. AS-NEEDED BASIS.

The Contractor agrees to provide the services to the City of Pompano Beach on an as-needed basis, as requested by the City.

- A. City shall pay the Contractor no more than the unit prices set forth in the Agreement and in accordance with the provisions of the Agreement
- B. If permits are required as part of the services being rendered, the Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from the City necessary to file such permit applications. The City's Utilities Department shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.
- C. The City of Pompano Beach shall be deemed substituted for City of Clay County Authority with regard to any and all provisions of the Contract, including, for example, and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations, and warranties of the Contractor made in the Contract are restated as if fully set forth herein, made for the benefit of the City, and incorporated herein.
- D. Contractor shall maintain insurance in accordance with insurance requirements in Exhibit "A" throughout the term of this Agreement. The Contractor shall furnish the City with a certificate of insurance in a form acceptable to the City and will be incorporated into this agreement as Exhibit "B." Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners Lessees or Contractors – Completed Operations). The contractor shall not commence work unless and until the Contractor has fully met the requirements for insurance and appropriate evidence, in the City's sole discretion, has been provided to and approved by the City.
- E. Both parties agree that the City may terminate this Agreement for any reason with ten (10) business days' written notice to the Contractor.

5. NOTICE.

Notice shall be provided in writing by certified mail return receipt requested, electronic mail, or customarily used overnight transmission with proof of delivery to the following parties, with mandatory copies, as provided below:

For City: Gregory P. Harrison
City Manager
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060

Phil Hyer
Utilities Treatment Plant Superintendent
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

For Contractor: Stephen Sidelko
Vice President
1484 Massaro Boulevard
Tampa, FL, 33619

6. GOVERNING LAW; VENUE; WAIVER OF TRIAL BY JURY.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

7. PUBLIC RECORDS.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
1. Keep and maintain public records required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.
- B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

8. ASSIGNMENT.

Neither party may assign its rights or obligations under this Agreement without the consent of the other.

9. NONEXCLUSIVITY.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

10. INDEPENDENT CONTRACTOR.

Both the City and the Contractor agree that the Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities, or other obligations for Contractor's employees, agents, or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

11. COMPLIANCE WITH ALL LAWS.

In the conduct of its activities under this Agreement, the Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on the Contractor's part shall in no way relieve the Contractor from this responsibility. At its sole expense, the Contractor shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City.

12. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

13. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. INDEMNIFICATION.

Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

- A. Contractor shall at all times indemnify, hold harmless, and defend the City, its officers, officials, employees, volunteers, and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants

made by the Contractor, its agents, officers and/or employees, directly or indirectly caused by its performance of services under this contract. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false, or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

- B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to the Contractor hereunder shall constitute specific consideration for the Contractor for the indemnification provided under this Article, and these provisions shall survive the expiration or early termination of this Agreement.

15. SCRUTINIZED COMPANIES.

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, the Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after the Contractor has submitted a certification shall be deemed a material breach of contract. The City shall provide

notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

17. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

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

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in the Entity.
- C. Entity is not organized under the laws and does not have a principal place of business in a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- H. The undersigned is authorized to execute this affidavit on behalf of Entity.

18. ANNUAL BUDGETARY FUNDING/CANCELLATION.

This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

19. SEVERABILITY.

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF POMPANO BEACH

Signed by:
By: REX HARDIN
502CB780EB3F480...
REX HARDIN, MAYOR

DocuSigned by:
By: GREGORY P. HARRISON
7052A67E15A44C8...
GREGORY P. HARRISON, CITY MANAGER

Attest:
DocuSigned by:
KERVIN ALFRED
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

Signed by:



Approved as to Form:

DocuSigned by:
MARK E. BERMAN
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Witnesses:

Odyssey Manufacturing Co.

By:

Patrick H. Allman, General Manager

Justine Maville
(Signature)

Justine Maville
(Print or Type Name)

Courtney Larson
(Signature)

Courtney Larson
(Print or Type Name)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of April, 2025, by Patrick H. Allman, as General Manager of Odyssey Manufacturing Co., a Corporation authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me or who has produced as identification.

NOTARY'S SEAL:



Linnea A. Ison
NOTARY PUBLIC, STATE OF Florida

Linnea A. Ison
(Name of Acknowledger Typed, Printed or Stamped)

HH 470537

Commission Number

Agreement To Piggyback a Contract for Chemical Supplier with Odyssey Manufacturing Co.

No. 12861

Page 10 of 10



October 1, 2024

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on October 1, 2024, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of April, 2024.


Stephen Sidelko, Secretary


Marvin T. Rakes, President

CORPORATE SEAL



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

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

**FOURTH RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FOURTH RENEWAL to the **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT**, is made and entered into this 5th day of March, 2025, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. The Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT** as of March 8, 2020 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and the First, Second, and Third Renewals (First Three Renewals) by entering into this Fourth Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and First Three Renewals.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 8, 2025, through March 7, 2026. Both parties hereby acknowledge that this is the fourth of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby two (2) additional renewal options remain.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 8, 2025.

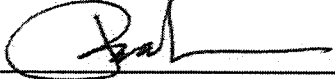
2. MISCELLANEOUS

- a. This Fourth Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Fourth Renewal, when executed by the Parties, shall be effective as of the date stated above. This Fourth Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Fourth Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Fourth Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Fourth Renewal, the Original Agreement and First Three Renewals are hereby ratified and confirmed and all other terms of the Original Agreement and First Three Renewals remain in full force and effect, unaltered, and unchanged by this Fourth Renewal. Whether or not specifically amended by this Fourth Renewal, all of the terms and provisions of the Original Agreement and First Three Renewals are hereby amended to the extent necessary to give effect to the purpose and intent of this Fourth Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Fourth Renewal, effective as of the date indicated above.

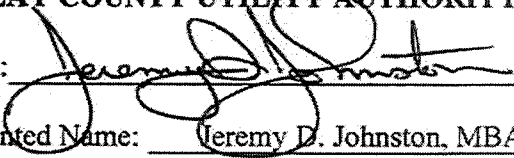
ODYSSEY MANUFACTURING COMPANY:

By: 

Printed Name: Patrice H. Allman

Title: General Manager

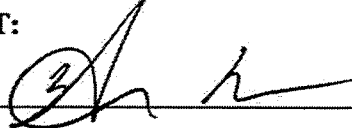
CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: 

Printed Name: Angelia C. Wilson, MPA

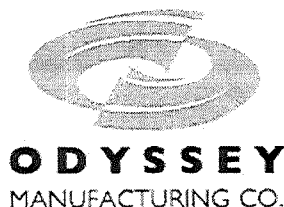
Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT 'A'

ITB# 19/20-A5 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$1.53



May 17, 2022

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

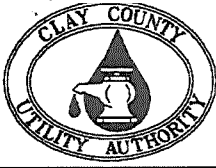
Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

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

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

**Clay County Utility Authority**

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

~~Working~~ Together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

February 6, 2025

Mr. Patrick H. Allman
Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

RE: Fourth Renewal of ITB No. 20/21-A5 Chemical Supplier Contract for Sodium Hypochlorite

Dear Mr. Allman:

The above referenced contract is scheduled to expire on **March 7, 2025**. The contract terms allow for a renewal period of 12 months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 12-month period, continuing from **March 8, 2025 - March 7, 2026**. Please provide any requested price adjustments to accompany this letter for the contract renewal. Please notify CCUA and advise if you agree and would like to renew the existing contract for an additional 12 months before **February 14, 2025** by signing this letter below and returning it to our office.

CCUA appreciates your cooperation. We look forward to continuing business with you and your organization in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

**Darrin
Parker**

Darrin G. Parker
Contract & Procurement Specialist

/dp

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** * NO OTHER

Odyssey Manufacturing Company

NAME:

Patrick H. Allman, General Manager

TITLE:

2-11-2025

DATE:

* See attached letter from P. Allman
dated 2/11/25 requesting price
increase.



February 11, 2025

Mr. Darrin G. Parker
Contract & Procurement Specialist
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3097

Re: **RENEWAL REQUEST FOR CHEMICAL SUPPLY CONTRACT 20/21-A5
FOR SODIUM HYPOCHLORITE**

Encl: (1) Consumer Price Index Summary

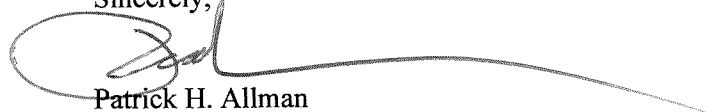
Dear Darrin,

As you know, Odyssey Manufacturing Co. has been supplying the Clay County Utility Authority (CCUA) sodium hypochlorite under the current subject contract since March 9, 2021. The contract initially expired on March 8, 2023, and has been renewed twice through March 8, 2025 and has three more one-year renewals remaining. Odyssey Manufacturing Co. hereby offers to renew the subject agreement for an additional year effective March 9, 2025 through March 8, 2026, at a revised unit price of \$1.53 per gallon (an increase 5.5%). This price is fixed for the water and wastewater treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at your Water and Wastewater Treatment facilities.

Over the past twelve months, most of our costs have gone up proportional to the inflation rate (2.8% per Enclosure (1)) with the exception of liability and property insurance which went up by just under \$2 million this past year and wages (which went up 5% because of the lack of blue collar workers). This increase for insurance is the equivalent of \$.03 per gallon all by itself or 2.1%). The marketplace considers chemical companies a bad risk and everyone knows that the property insurance market is increasing by leaps and bounds because of all the natural disasters. Most of our employees are hourly employees and we have had to pay increasingly well to keep our drivers and plant operators. Hence, the requested increase of \$.08 per gallon or 5.5% is reasonable.

Thank you for your consideration. We value our supplier relationship with the CCUA both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Managers

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

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



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Special Notices 4/25/2024

Change Output Options:

From: 2015

To: 2025

GO

include graphs

include annual averages

More Formatting Options

Data extracted on: February 14, 2025 (6:14:41 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUSR0000SAO
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017	237.761		
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026	242.637		
2017	243.618	244.006	243.892	244.193	244.004	244.163	244.243	245.183	246.435	246.626	247.284	247.805		
2018	248.859	249.529	249.577	250.227	250.792	251.018	251.214	251.663	252.182	252.772	252.594	252.767		
2019	252.561	253.319	254.277	255.233	255.296	255.213	255.802	256.036	256.430	257.155	257.879	258.630		
2020	259.127	259.250	258.076	256.032	255.802	257.042	258.352	259.316	259.997	260.319	260.911	262.045		
2021	262.639	263.573	264.847	266.625	268.404	270.710	271.965	272.752	273.942	276.528	278.824	280.806		
2022	282.542	284.525	287.467	288.582	291.299	295.072	294.940	295.162	296.421	297.979	298.708	298.808		
2023	300.456	301.476	301.643	302.858	303.316	304.099	304.615	306.138	307.374	307.653	308.087	308.735		
2024	309.794	311.022	312.107	313.016	313.140	313.131	313.566	314.131	314.851	315.564	316.449	317.603		
2025	319.086													

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001
Telephone:1-202-691-5200 Telecommunications Relay Service:7-1-1_ www.bls.gov [Contact Us](#)

$$\frac{317.603 - 308.735}{308.735} = 2.9\%$$

**FOURTH RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FOURTH RENEWAL to the **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT**, is made and entered into this 5th day of March, 2025, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. The Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT** as of March 8, 2020 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and the First, Second, and Third Renewals (First Three Renewals) by entering into this Fourth Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and First Three Renewals.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 8, 2025, through March 7, 2026. Both parties hereby acknowledge that this is the fourth of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby two (2) additional renewal options remain.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 8, 2025.

2. MISCELLANEOUS

- a. This Fourth Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Fourth Renewal, when executed by the Parties, shall be effective as of the date stated above. This Fourth Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Fourth Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Fourth Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Fourth Renewal, the Original Agreement and First Three Renewals are hereby ratified and confirmed and all other terms of the Original Agreement and First Three Renewals remain in full force and effect, unaltered, and unchanged by this Fourth Renewal. Whether or not specifically amended by this Fourth Renewal, all of the terms and provisions of the Original Agreement and First Three Renewals are hereby amended to the extent necessary to give effect to the purpose and intent of this Fourth Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Fourth Renewal, effective as of the date indicated above.

ODYSSEY MANUFACTURING COMPANY:

By: 

Printed Name: Patrick H. Allman

Title: General Manager

CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: 

Printed Name: Angelia C. Wilson, MPA

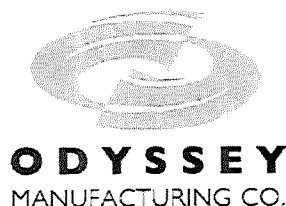
Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT ‘A’

ITB# 19/20-A5 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$1.53



May 17, 2022

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

A handwritten signature in black ink, appearing to be 'SS', written over a horizontal line.

Stephen Sidelko, Secretary

CORPORATE SEAL

A handwritten signature in black ink, appearing to be 'MTR', written over a horizontal line.

Marvin T. Rakes, President

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
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**Clay County Utility Authority**

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

January 8, 2024

Mr. Patrick H. Allman
Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Re: Third Renewal of Chemical Supplier Contract for Sodium Hypochlorite
ITB No. 20/21-A5

Dear Mr. Thatcher:

The above referenced contract is scheduled to expire on **March 7, 2024**. The contract terms allow for a renewal period of 12-months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 12-month period, continuing from March 8, 2024, through March 7, 2025. Please provide any requested price adjustments to accompany this letter for the contract renewal. Please notify CCUA and advise if you agree and would like to renew the existing contract for the additional 12-months before January 26, 2024 by signing this letter below and returning it our office.

CCUA appreciates your cooperation. We look forward to continuing business with you and your organization in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

Darrin Parker
Darrin G. Parker
Contract & Procurement Specialist

/dp

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** NO OTHER
Odyssey Manufacturing Company

NAME:

General Manager

TITLE:

January 15, 2024

DATE:

* With Price Increase as outlined
in our letter to D. Parker
dated 1/23/2024



January 23, 2024

Mr. Darrin G. Parker
Contract & Procurement Specialist
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3097

Re: **RENEWAL REQUEST FOR CHEMICAL SUPPLY CONTRACT 20/21-A5
FOR SODIUM HYPOCHLORITE**

Dear Mr. Parker,

As you know, Odyssey Manufacturing Co. has been supplying the Clay County sodium hypochlorite under the current subject contract since March 9, 2021. The contract initially expired on March 8, 2023, and was renewed for another year through March 8, 2024 and has four more one-year renewals remaining. Odyssey Manufacturing Co. hereby offers to renew the subject agreement for an additional year effective March 9, 2024 through March 8, 2025, at a revised unit price of \$1.45 per gallon (an increase of 21.8%). This price is fixed for the water and wastewater treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at your Water and Wastewater Treatment facilities.

As you are aware, we have been in a period of unprecedented inflation in this county over the past three year in this country. In particular, costs in the chemical industry have risen dramatically over this period. Because of the timing of your contract, Clay County currently has the lowest sodium hypochlorite pricing in the State of Florida and we have not been able to pass on the increases we have seen as of yet. Frankly, our sodium hypochlorite pricing to Clay County has not kept up with the industry cost increases. Additionally, over the past twelve months, our labor costs have increased 4.5%, which were necessary to retain employees in this tight labor market and basically just matched the Consumer Price Index for inflation. Our biggest cost increases in the past year have been from property and liability insurance, which between them have increased by over \$1 million per year. Despite no claims, our worker's compensation insurance doubled in January 2024 because "the chemical industry is too high a risk and they want a surcharge to insure you" which is what I was told by our broker.

The fact that Clay County benefitted from Odyssey's long-term contracts which kept its costs below the market pricing is reflected in the pricing shown in the below table which represents all of the bids in the State of Florida for sodium hypochlorite for the past twelve months. Unfortunately, our major supply contracts all increased over 40% on October 1, 2023. As you can see, the proposed increase is very reasonable in light of these bids and would still make Clay County one of the lowest priced utilities in Florida.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
10/26/22	City of Lakeland	90,000	\$1.57	\$1.58
10/27/22	Pinellas County	1,481,223	\$1.45	No Bid
11/18/2022	City of Wildwood	115,000	\$1.57	\$2.56 (H)
11/22/2023	City of Winter Haven	714,777	\$1.55	No Bid
12/8/2022	City of Clearwater	957,000	\$1.67	\$1.28
1/10/2023	City of Tallahassee	625,000	\$1.60	\$1.59
1/25/2023	City of Edgewater	240,000	\$1.73	\$1.49
3/6/2023	Peace River Manasota	750,000	\$1.43	\$1.69
6/2/2023	City of New Port Richey	320,000	\$1.44	\$1.85
6/15/2023	Okeechobee County	30,000	No Bid	\$1.80
6/27/2023	Town of Jupiter WTP	314,000	\$1.44	\$1.85
6/27/2023	Town of Jupiter Booster Station	4,000	\$1.54	\$3.50
7/6/2023	City of Fort Lauderdale - Full Tankers	9,214,000	\$1.47	\$2.25
7/6/2023	City of Fort Lauderdale - Partial Tankers	356,000	\$1.57	\$2.45
7/10/2023	City of Ocala	325,000	\$1.90	\$1.75
7/24/2023	South Martin Regional	185,000	No Bid	\$1.65
7/26/2023	The Villages	700,000	No Bid	\$1.85 (*)
7/27/2023	Palm Beach County – Full Tanker	4,785,000	\$1.44	\$1.98
7/27/2023	Palm Beach County – Partial Tanker	35,500	\$1.54	\$2.10
7/31/2023	City of Ormond Beach	320,000	\$1.95	\$1.69
8/9/2023	Martin County	800,000	\$1.45	\$2.05
8/16/23	Charlotte County	606,000	\$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	\$1.69
9/11/2023	City of Lake Wales	109,000	\$1.95	\$1.70
9/27/2023	City of Lakeland	105,000	\$1.69	\$1.76
10/4/2023	Seminole County	1,794,000	\$1.68	\$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641,648	\$2.10	\$1.53
12/18/23	Hillsborough County	10,724,040	\$1.43	\$1.89
12/18/23	City of Tampa WTP	1,700,000**	\$1.42	\$1.49

* Odyssey's Distributor

** Bid Misstated amount as 170,000 gallons

Thank you for your consideration. We value our supplier relationship with the Clay County Utility Authority both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager

**SECOND RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS SECOND RENEWAL to the **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT**, is made and entered into this 8th day of March, 2023, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. The Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT** as of March 8, 2020 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and the First Renewal by entering into this Second Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and First Renewal.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 8, 2023, through March 7, 2024. Both parties hereby acknowledge that this is the second of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby four (4) additional renewal option now remains.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 8, 2023.

2. MISCELLANEOUS

- a. This Second Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Second Renewal, when executed by the Parties, shall be effective as of the date stated above. This Second Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Second Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Second Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Second Renewal, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this Second Renewal. Whether or not specifically amended by this Second Renewal, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Second Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Second Renewal, effective as of the date indicated above.

ODYSSEY MANUFACTURING COMPANY:

By: 

Printed Name: Patrick H. Adman

Title: General Manager

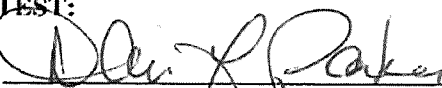
CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, PE, MBA

Title: Executive Director

ATTEST:

By: 

Printed Name: for Angela Wilson

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT A

ITB# 19/20-A15 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$1.19



May 17, 2022

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

MANUFACTURERS OF

ULTRA CHLOR
THE CLEAR SOLUTION

(800) ODYSSEY

www.odysseymanufacturing.com

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**Clay County Utility Authority**

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Exhibit "A"

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

January 6, 2023

Mr. Patrick H. Allman
Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Re: Renewal of Chemical Supplier Contract for Sodium Hypochlorite
ITB No. 20/21-A5

Dear Mr. Thatcher:

The above referenced contract is scheduled to expire on **March 7, 2023**. The contract terms allow for a renewal period of 12-months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 12-month period, continuing from March 8, 2023, through March 7, 2024. Please provide any requested price adjustments to accompany this letter for the contract renewal. Please notify CCUA and advise if you agree and would like to renew the existing contract for the additional 12-months before January 26, 2023 by signing this letter below and returning it our office.

CCUA appreciates your cooperation. We look forward to continuing business with you and your organization in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

Angelia Wilson
Procurement Manager

/aw

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** NO OTHER
Odyssey Manufacturing Company

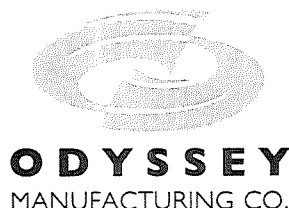
NAME:

General Manager

TITLE:

1/30/2023

DATE:



November 13, 2022

Ms. Leslie Hess
Administrative Assistant
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3097

Re: **RENEWAL REQUEST FOR CHEMICAL SUPPLY CONTRACT 20/21-A5
FOR SODIUM HYPOCHLORITE**

Encl: (1) Producer Price Index – PCU325180325180S

Dear Ms. Hess,

As you know, Odyssey Manufacturing Co. has been supplying the Clay County sodium hypochlorite under the current subject contract at a unit price of \$.775 per gallon since March 9, 2021. The contract expires on March 8, 2023 and has five more one-year renewals remaining. Odyssey Manufacturing Co. hereby offers to renew the subject agreement for an additional year effective March 9, 2023 through March 8, 2024, at a revised unit price of \$1.19 per gallon. This price is fixed for the water and wastewater treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at your Water and Wastewater Treatment facilities.

As you are aware, we have been in a period of unprecedented inflation in this county over the past two years. In particular, costs in the chemical industry have risen dramatically. Enclosure (1) is a copy of the Producer Price Index (PPI) which includes sodium hypochlorite and as you can see it has gone up over 130% in the past twenty-four months and 34.8% in the past twelve months. Frankly, we did not see most of these increases until the past year as various contracts expired. Our proposed price increase over the past two years is 109.9%, which is significantly less than this amount.

Additionally, I have attached a table showing all sodium hypochlorite bids in the State of Florida in the past six months to aid in your evaluation.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
4/18/2022	Sarasota County	1,430,000	\$1.07	\$1.02
4/18/2022	Sarasota County (Em. Deliveries)	72,000	\$1.12	\$1.02
4/27/2022	Collier County Aquatic Facilities	109,500	No Bid	\$1.25
6/8/2022	Okeechobee Sports Complex	30,000	No Bid	\$1.45
6/10/2022	City of New Port Richey	320,000	\$.988	\$1.45
6/16/2022	City of Palm Coast	550,000	\$.984	No Bid

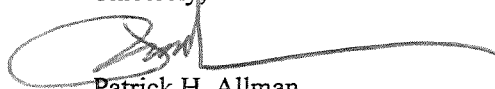
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6/23/2022	Emerald Coast Utilities	500,000	\$1.16	\$1.40
7/14/2022	Town of Jupiter (>4,000 gallons)	328,000	\$1.01	\$1.70
7/14/2022	Town of Jupiter (Small Trucks)	Unknown	\$1.15	\$3.75
7/19/2022	City of Cocoa	625,000	\$1.018	No Bid
7/26/2022	City of Naples	540,000	\$1.04	No Bid
8/10/2022	Charlotte County	606,000	\$1.07	\$1.65
8/11/2022	City of West Palm Beach – Water	500,000	\$1.42	\$1.20
8/11/2022	City of West Palm Beach – ECR	785,000	\$1.42	\$1.20
8/11/2022	City of Sanibel – Year 1	94,000	\$1.08	\$1.20
8/11/2022	City of Sanibel – Year 2	94,000	\$1.15	\$1.25
8/11/2022	City of Sanibel – Year 3	94,000	\$1.20	\$1.30
9/6/2022	Bay County	232,500	\$1.89	\$1.35
9/8/2022	City of Marco Island	404,405	\$1.34	\$1.55
9/9/2022	Seacoast Utility Authority	250,000	\$1.29	\$1.55
10/7/22	City of Plantation	262,000	\$1.328	\$1.67
10/26/22	City of Lakeland	90,000	\$1.57	\$1.58
10/27/22	Pinellas County	1,481,223	\$1.45	\$1.15

Thank you for your consideration. We value our supplier relationship with the Clay County Utility Authority both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager

c (1) Dennis Martin, Clay County Utilities



U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Data Tools > Data Retrieval Tools > Multi-Screen

Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▾ To: 2022 ▾

☐ include graphs ☐ include annual averages

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Data extracted on: November 1, 2022 (1:43:03 PM)

PPI Industry Data

Series Id: PCU3251803251805

Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted

Industry: Other basic inorganic chemical manufacturing

Product: Secondary products

Base Date: 201012

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	99.8	102.7	102.7	102.7	102.7	102.7	102.4	102.3	102.3	102.3	102.4	102.4
2013	102.8	102.3	102.6	102.2	102.0	101.5	101.7	101.6	102.3	102.3	102.3	102.4
2016											109.3	109.7
2017	110.9	111.1	111.0	111.8	113.7	114.1	113.8	118.8	119.4	121.0	121.5	121.6
2018	123.3	123.8	123.9	123.6	127.6	127.6	131.5	131.5	131.5	131.5	128.3	128.3
2019	130.9	130.9	134.0	133.9	117.3	117.3	117.3	108.7	108.7	108.7	107.1	107.1
2020	109.4	109.4	109.4	109.4	109.4	109.4	108.2	107.7	107.7	144.0	156.0	156.0
2021	154.1	154.1	154.1	158.3	176.4	176.4	181.197	183.702	183.717	181.729	186.468	189.374
2022	187.089	193.115	204.050	226.850	228.533	223.787(P)	249.673(P)	247.773(P)				

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

$$\frac{247.773 - 107.7}{107.7} = 130\% \quad (2 \text{ years})$$

$$\frac{247.773 - 183.702}{183.702} = 34.8\% \quad (1 \text{ year})$$

**FIRST RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FIRST RENEWAL to the **CHEMICAL SUPPLIER ITB 20/21-A5 CONTRACT**, is made and entered into this 7th day of February, 2022, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. CCUA and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB 20/21-A5 CONTRACT** as of March 8, 2021 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement by entering into this First Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 9, 2022, through March 8, 2023. Both parties hereby acknowledge that this is the first of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby five (5) additional renewal option now remains.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 9, 2022.

2. MISCELLANEOUS

- a. This First Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This First Renewal, when executed by the Parties, shall be effective as of the date stated above. This First Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this First Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This First Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this First Renewal, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this First Renewal. Whether or not specifically amended by this First Renewal, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this First Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this First Renewal, effective as of the date indicated above.

ODYSSEY MANUFACTURING COMPANY:

By: 

Printed Name: Patrick H. Almon

Title: General Manager

CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, PE, MBA

Title: Executive Director

ATTEST:

By: 

Printed Name: Angelia Wilson

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT A

ITB# 19/20-A15 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$0.775



April 14, 2021

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 14, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of April, 2021.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

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

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

**STANDARD FORM OF AGREEMENT
BETWEEN AUTHORITY AND VENDOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 26th day of January in the year 2021 by and between Clay County Utility Authority (hereinafter called AUTHORITY) and Odyssey Manufacturing Company, (hereinafter called VENDOR).

ARTICLE 1. MATERIALS FURNISHED

VENDOR shall furnish all chemicals/materials specified or indicated in the contract documents on an annual renewable contract basis upon mutual agreement of both parties, not to exceed a maximum of six (6) years. The selection of any Vendor does not obligate the Authority to purchase any chemicals/materials from the vendor. The annual renewable chemicals/materials are as listed in the Bid Form and described in the Technical Specifications.

ARTICLE 2. CONTRACT TIME

This contract shall run for a period of one year from the date of this contract. Said one-year initial period may be renewed annually for a period of up to six (6) years upon the mutual agreement of both parties.

ARTICLE 3. CONTRACT PRICE

The AUTHORITY shall pay VENDOR for completion of the work in accordance with contract documents in current funds as identified on the Bid form.

ARTICLE 4. PAYMENT PROCEDURES

VENDOR shall submit invoices to the AUTHORITY for chemicals/materials received and delivered to the AUTHORITY. After chemicals/materials are received and accepted, the Vendor shall submit invoices for the delivered chemical/materials. All payments for chemicals/materials and the like delivered under the contract or agreement shall be made by the AUTHORITY in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper invoice, the AUTHORITY shall have the number of days provided in the Local Government Prompt Payment Act in which to make payment.

ARTICLE 5. INTEREST

All monies not paid when due as within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 6. VENDORS'S REPRESENTATIONS

In order to induce the AUTHORITY to enter into this agreement, the VENDOR makes the following representation:

- 6.1 The Vendor has familiarized himself with the nature and extent of the Contract Documents and the specifications for the materials being provided.
- 6.2 The Vendor agrees to deliver the materials ordered in a timely, safe and professional manner.

ARTICLE 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the AUTHORITY and VENDOR concerning the work consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
 - A. General Conditions
 - B. Special Conditions
 - C. Instructions to Bidders
 - D. Specifications
- 7.3 Notice of Award
- 7.4 Specifications bearing the title of this Bid and consisting of all divisions as listed in the Table of Contents thereof.
- 7.5 Addenda numbers 1 to 1, inclusive.
- 7.6 VENDOR'S BID
- 7.7 Documentation submitted by VENDOR prior to Notice of Award
(Pages _____ to _____, inclusive).

There are no contract documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interest in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 8.2 AUTHORITY and VENDOR each binds itself, its partners, successors, assigns and legal representatives to the AUTHORITY party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.
- 8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the AUTHORITY and VENDOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4 WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving is rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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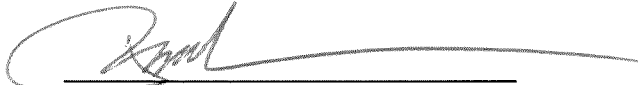
IN WITNESS WHERE OF, the AUTHORITY and VENDOR have signed this Agreement in triplicate. One counterpart each has been delivered to AUTHORITY and VENDOR. All portions of the Contract Documents have been signed or identified by the AUTHORITY and VENDOR.

This Agreement will be effective on March 8, 2020.

AUTHORITY: Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

VENDOR: Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, Florida 33619

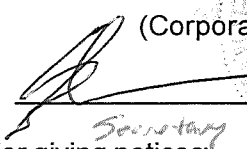
BY: Jeremy D. Johnston, PE, MBA

BY: 
Patrick H. Allman

TITLE: Executive Director

TITLE: President

ATTEST: _____

ATTEST:  (Corporate Seal)

Address of giving notices:

Address for giving notices:

3176 Old Jennings Rd.
Middleburg, Florida 32068

1484 Massaro Blvd.
Tampa, Florida 33619

License No. N/A
of authority agent or service of process

Designated Representative:

Name: Dennis Martin
Title: Wastewater Superintendent
Address: 3176 Old Jennings Rd.
Middleburg, Florida 32068
Phone: 904-213-2435

(IF VENDOR is a corporation, attach evidence of authority to sign).

BID PROPOSAL FORM

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20

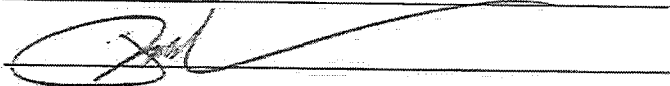
Company: Odyssey Manufacturing Company

Email: pallman@odysseymanufacturing.com

City/State/Zip: Tampa, FL 33619

Telephone No.: 813/635-0339

Name: Patrick Allman, General Mgr.

Signature: 

Position: General Manager

Email: pallman@odysseymanufacturing.com

Vendor can bid on any, or all, of the chemicals listed below:

Item No.	Description	Unit Type	Unit Price
	Sodium Bisulfite (NaHSO ₃) – 38% Aqueous Solution – Bulk Deliveries	Gallon	\$1.43
	Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries	Gallon	\$5.567

Vendors may submit a Bid for any of the chemicals or any combination of chemicals as provided in the Bid Form. Vendors shall identify "no bid" for those sections or items they do not intend to submit a Bid. The Vendor is signifying a willingness to enter into an agreement with the submission of a Bid on any items or sections alone at the price offered. Vendors offering a Bid on one or more items or sections shall be capable of delivering the quantity and quality of the chemicals requested for the time period stated.

ADDENDUM RECEIPT:

Vendors shall acknowledge below the receipt of all addenda, if any.

ADDENDUM NO. 1 DATED 12/4/20

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

COMPANY NAME:

Odyssey Manufacturing Co.

AN INDIVIDUAL:

Business Address: _____

Phone Number: _____

Fax Number: _____

A CORPORATION:

Odyssey Manufacturing Company

(Corporation Name)

(SEAL)

Delaware

(State of Incorporation)

(Signature of Person Authorized to Sign)

(SEAL)

Attest: _____

(Secretary)

Business Address: _____

1484 Massaro Blvd., Tampa, FL. 33619

A JOINT VENTURE:

By: _____

(Business Name)

(Signature)

(Print Name)

(Address)

By: _____

(Business Name)

(Signature)

(Print Name)

(Address)

By: _____

(Business Name)

(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above)

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

Phone Number: 813/635-0339 Fax Number: 813/630-2589

ODYSSEY
MANUFACTURING CO.

December 11, 2019

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

To Whom It May Concern,

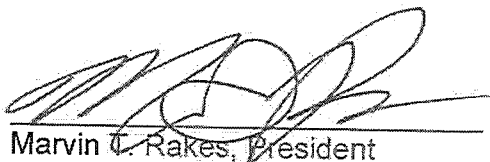
WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms;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

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



Stephen Sidelko, Secretary

CORPORATE SEAL



Marvin C. Rakes, President

MANUFACTURERS OF

ULTRA CHLOR

THE CLEAR SOLUTION

(800) ODYSSEY

www.odysseymanufacturing.com

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Clay County Utility Authority
 Bid No. 20/21-A5 Project No. 2020-064
 Chemical Supplier
 Date: December 17, 2020

Start Time: 2:00 pm
 Stop Time: 2:09 pm

Specifications	1	2	3	4	5	6	7
Triplicate	No Bid	X	X	X	X		
Proper Bid Form	"	X	X	X	X		
Properly Executed Bid Form	"	X	X	X	X		
W-9(s)	"	X	X	X	X		
Public Entities Crime Statements	"	X	X	X	X		
Sodium Bisulfite (NaHSO3) - 38% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	"	\$1.99	\$1.3682	\$1.395	\$1.43		
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	"	No Bid	No Bid	\$0.578	\$0.567		
Addendum No. 1	No Bid	X	X	X	X		

Company Name	Representative's Signature
Univar Solutions/SA, Inc., Kent WA	
Southern Tonics, Inc., West Point, MS	
Thatcher Chemical of Florida, DeLand, FL.	
Allied Universal Corporation, Miami, FL.	
Odyssey Manufacturing Co., Tampa, FL.	

A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff

*The Clay County Utility Authority reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

Amber Ford
 Recording Secretary
Don Howard DeLoach
Ph

Clay County Utility Authority
 Bid No. 2021-A5 Project No. 2020-064
 Chemical Supplier
 Date: December 17, 2020

Start Time: 2:00 PM
 Stop Time: 2:09 PM

Specifications	1	2	3	4	5	6	7
Triplicate	No Bid	X	X	X	X		
Proper Bid Form	No Bid	X	X	X	X		
Properly Executed Bid Form	No Bid	X	X	X	X		
W-9(s)	No Bid	X	X	X	X		
Public Entities Crime Statements	No Bid	X	X	X	X		
Sodium Bisulfite (NaHSO ₃) - 38% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	No Bid	\$1.99	\$1.3682	\$1.395	\$1.43		
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	No Bid	No Bid	No Bid	\$0.578	\$0.567		
Addendum No. 1	No Bid	X	X	X	X		
A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff							
Company Name				Representative's Signature			
1	Univar Solutions USA, Inc.						
2	Southern Ionics, Inc.						
3	Thatcher Chemical of Florida						
4	Allied Universal Corporation						
5	Odyssey Manufacturing Co.						
6							
7							

James Gaudin
 Recording Secretary
John Steward
 Bidder

*The Clay County Utility Authority reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

BID OPENING SIGN IN SHEET
Chemical Supplier
CCUA Bid No. 20/21-A5 Project No. 2020-064
Date: December 17, 2020

Name	Company	Email/Phone Number
Janice Loudermilk 	Clay County Utility Authority	jloudermilk@clayutility.org
Jeremy Johnston 	Clay County Utility Authority	jjohnston@clayutility.org
Angie Wilson 	Clay County Utility Authority	awilson@clayutility.org
Lynn Valentin	Clay County Utility Authority	lvalentin@clayutility.org
Tim Ellis <i>Present</i>	Clay County Utility Authority	tellis@clayutility.org
Alicia Baker 	Clay County Utility Authority	abaker@clayutility.org
Lori Stewart 	Clay County Utility Authority	lstewart@clayutility.org

“NOTICE OF INTENT TO AWARD”

January 19, 2021

“Notice of Intent to Award” is hereby posted to notify all those concerned about the following bid:

Clay County Utility Authority

Bid No. 20/21-A5

Chemical Supplier

It is the intent of the Clay County Utility Authority to award the above to:

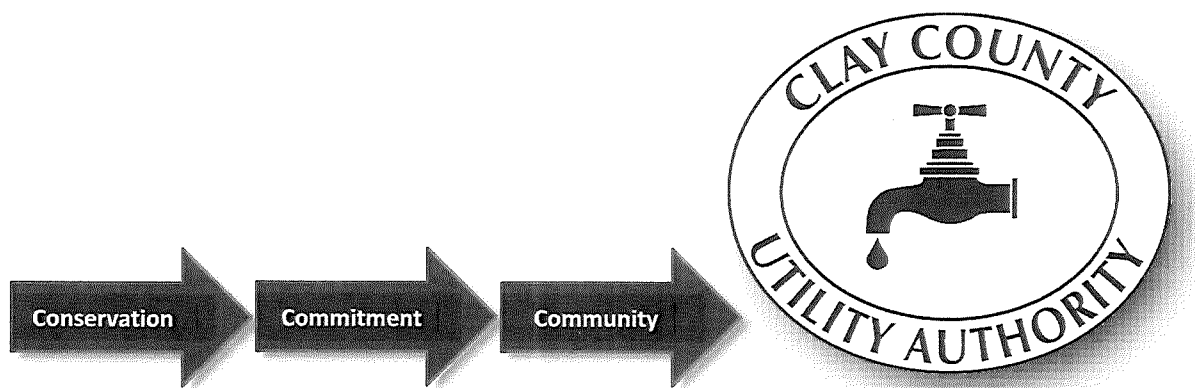
Company Name	Chemical Name/Specifications	Unit Cost
Thatcher Chemical of Florida	Sodium Bisulfite (NaHSO ₃)-38% Aqueous Solution (Bulk Deliveries) Price Per Gallon	\$1.37
Odyssey Manufacturing Co.	Sodium Hypochlorite (NaOCl)-12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	\$0.57

“Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes, and under the adopted policies of the AUTHORITY for bid protests.”

01-21-21 08:18 IN

Request for Bids:

Bid No. 20-21-A5
Chemical Supplier



*Bids will be received until **2:00 p.m. (Eastern Time Zone) December 17, 2020**, at Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, FL 32068*

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068

p. 904.272.5999

www.clayutility.org

Prepared by: Wastewater Department

Original: October 29, 2020

Table of Contents
Chemical Supplier
Bid No. 20/21-A5

INTRODUCTION3

INSTRUCTIONS TO BIDDERS4

BID PROPOSAL FORM11

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIMES.....16**

CONFLICT OF INTEREST CERTIFICATE18

PUBLIC RECORDS COMPLIANCE ACKNOWLEDGEMENT19

W-920

STANDARD FORM OF AGREEMENT26

GENERAL CONDITIONS30

SUPPLEMENTAL CONDITIONS35

TECHNICAL SPECIFICATIONS.....40

APPENDIX A – Page 1 of 2 WATER TREATMENT PLANTS.....41

APPENDIX A – Page 2 of 2 WASTEWATER TREATMENT PLANTS.....42

CLAY COUNTY UTILITY AUTHORITY
CHEMICAL SUPPLIER
Bid No. 20/21-A5

INTRODUCTION

1. INVITATION:

The Clay County Utility Authority (CCUA or the "Authority") intends the purpose of this Invitation to Bid (ITB) is to obtain competitive Bids for the purchase of various chemicals for the treatment of water and wastewater. Interested Vendors may obtain a complete set of Invitation to Bid documents posted on the Authority's website at www.clayutility.org/projects/procurement.aspx. Interested Vendors shall take on the responsibility to obtain all pertinent information and to monitor this site for any changing information prior to submitting.

2. TIMELINE:

The Authority provided below a list of critical dates and actions. The Authority may change the dates provided below. The Authority shall post notice of changes (Addenda) on the Authority's website at www.clayutility.org/projects/procurement.aspx.

ACTION/LOCATION	DATE	LOCAL TIME
ADVERTISEMENT DATE	Nov. 15, 2020	
DEADLINE FOR ALL QUESTIONS	Nov. 27, 2020	12:00 P.M.
QUESTIONS AND ANSWERS POSTED	Dec. 4, 2020	5:00 P.M.
BIDS DUE (on or before) Clay County Utility Authority Wastewater Department Attention: Dennis Martin 3176 Old Jennings Road Middleburg, Florida 32068-3907	Dec. 17, 2020	2:00 P.M.
PUBLIC OPENING OF BIDS RECEIVED (same address as listed above)	Dec. 17, 2020	2:00 P.M.
POSTING OF INTENDED DECISION/AWARD	Jan. 19, 2021	After BOS Meeting

3. BID OPENING AGENDA:

The Authority will open sealed bids at the date, time and location specified in the Timeline. All Bid openings are open to the public.

4. SPECIAL ACCOMMODATIONS:

The Authority encourages any person with a qualified disability requiring special accommodations at a Pre-Bid conference, public meetings, and/or Bid opening to notify the designated contact at the phone number, e- mail address or fax number provided on the title page at least five (5) business days prior to the event.

INSTRUCTIONS TO BIDDERS

1. PUBLIC ENTITY CRIME STATEMENT

The Authority requires all vendors to submit a Sworn statement pursuant to section 287.133(3)(a), Florida statutes, on public entity crimes with their Bid.

2. W-9 REQUIREMENT

The Authority requires all Vendors that do business with the Authority to submit an accurately completed W-9 form with their Bid.

3. QUESTIONS AND ANSWERS

Respondents to this solicitation or persons acting on their behalf may only contact Employees of the Authority in writing and in accordance with the solicitation documents provided. Responding Vendors or persons acting on their behalf are prohibited in contacting Authority Employees between the release of the solicitation and the end of the 72-hour period following the Authority posting the notice of intended award, excluding Saturdays, Sundays, and state holidays. The Authority will use violations of this provision as grounds for rejecting a response.

Responding Vendors must submit any questions arising from this ITB, in writing, to the Authority's address identified below. The Authority must receive questions no later than the time and date reflected on the Timeline. The Authority will post written responses to written inquiries submitted timely by responding Vendors on the Authority's website at www.clayutility.org/projects/procurement.aspx. Go to the "Projects/Procurement" section in the menu located at the top left corner of the page. Responding Vendors shall take responsibility to monitor this site for any changing information prior to submitting their Bids.

Responding Vendors shall submit ALL QUESTIONS in writing to: 2021a5@clayutility.org.

4. ORAL INSTRUCTIONS AND CHANGES TO THE INVITATION TO BID (ADDENDA)

A responding Vendor shall not initiate or execute negotiations, decisions, or actions resulting from any oral communication with an Authority employee. The Authority considers only those communications which are in writing from the Authority as a duly authorized expression on behalf of the Authority.

The Authority will post notices of changes (Addenda) on the Authority's website at www.clayutility.org/projects/procurement.aspx. Responding Vendors shall take responsibility to monitor this site for any changing information prior to submitting their Bid. Responding Vendors shall acknowledge Addenda by signature and subsequent submission with Bid when so stated. The Authority will consider failure to acknowledge Addenda as grounds to reject the submitted bid.

5. DIVERSITY ACHIEVEMENT

The Authority will affirmatively ensure that, in any agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit Bids in response to this invitation. The Authority will not discriminate based on race, color, national origin, or sex in consideration for an award.

The Authority encourages the recruitment and utilization of small, minority, women, and service-disabled veteran businesses. The Authority, its Vendors, suppliers, and sub-vendors should take all necessary and reasonable steps to ensure that small, minority, and service-disabled veteran businesses have the opportunity to compete for and perform work for the Authority in a nondiscriminatory environment.

6. PRICES/DELIVERY

The responding Vendors shall submit firm, net, delivered prices, F.O.B. destination.

7. INTENDED AWARD

The Authority's Board of Supervisors reserves the right to make decisions to award as in the best interest of the Authority. The Authority's Board of Supervisors may award individual item(s), group of items, all or none, or a combination thereof. The Authority's Board of Supervisors may award on a geographical district basis and/or a statewide basis with one or more suppliers. The Authority's Board of Supervisors may reject any or all bids. The Authority's Board of Supervisors may waive any minor irregularity or technicality in bids received.

The Authority intends this ITB to be a competition to award chemical supplier contracts to the lowest responsive bidder(s). The Authority will not evaluate the bids beyond the submitted bid pricing and the required bid documents. The Authority cautions all responding Vendors to make no assumptions unless their bid has been evaluated as being responsive.

The Authority intends all award(s) of this ITB shall conform to applicable Florida Statutes. In the event the Authority is confronted with identical pricing or scoring from multiple Vendors, the Authority shall determine the order of awards in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8. PRE-BID CONFERENCE

The Authority will not hold a pre-bid conference.

9. PRODUCT REQUIREMENT/SPECIFICATIONS

The responding Vendor shall clearly indicate any deviation(s) from specifications indicated. The Authority shall consider the items offered are in strict compliance with these specifications, and successful Bidder will be held responsible, therefore. The responding Vendor shall explain Deviations in detail on separate attached sheet(s).

10. ACCEPTANCE

The Vendor must provide a reasonable opportunity to inspect and accept material being delivered. The Authority shall not accept or receive all items listed in the specifications, delivered to the Authority not meeting specifications or found to be poorly manufactured (deficient). The Authority shall return to the Vendor, at their expense, all material not meeting specifications or deficient material. The Vendor shall replace all items found defective without cost to the Authority, including transportation, if applicable.

11. CERTIFICATION OF VENDOR'S FACILITIES, CAPABILITIES, AND REGULATORY COMPLIANCE

The responding Vendors shall certify with their submitted bids, their companies are fully capable of supplying and delivering the quantity and quality of the chemicals to the Authority. The Authority will rely on the stated capabilities of the responding Vendors. In addition, the responding Vendor shall certify compliance with applicable jurisdictional agency regulations. The Authority provided a list below of the jurisdictional agencies the responding Vendor should certify regulatory compliance. If the Vendor awarded the chemical supplier contract fails to supply and deliver the chemicals specified and requested, the Authority shall declare a breach of contract and seek a remedy under the agreed upon contract.

List of Jurisdictional Agency Regulatory Compliance:

- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection (FDEP)
- Florida Department of Transportation (FDOT)
- Occupational Safety and Health Administration (OSHA)

12. PROTEST OF INVITATION TO BID

Any responding Vendor adversely affected during the ITB solicitation process may file a Notice of Protest, including all particulars of facts and laws on which the protest is based. This notice must be in writing and addressed to Clay County Utility Authority, Attention: Executive Director of the Authority and the Recording Secretary as the Clerk of the Authority, 3176 Old Jennings Road, Middleburg, Florida 32068. A Notice of Protest may be filed within 72 hours of any action taken by the Authority's Board of Supervisors. The responding Vendor shall remain solely responsible to remain aware of the date and time any scheduled action is taken by the Authority's Board of Supervisors. The Authority shall acknowledge receipt of a protest by a certified letter. The Authority shall provide the protesting Vendor the administrative procedures with a certified letter.

Failure to file a protest within the time prescribed herein, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

13. UNAUTHORIZED ALIENS

The Authority considers the employment of unauthorized aliens by any a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, The Authority will consider such violation a breach of contract and shall be cause for unilateral termination of the Agreement.

14. RESERVATIONS

The Authority reserves the right to accept or reject any or all Bids received. Additionally, the Authority reserves the right to accept or make an award without further discussion of the Bids submitted. Therefore, the responding Vendors should make sure that the Bid package submitted is complete, accurate, responsive, and submitted to ensure delivery on or before the Bid opening time and date specified in this solicitation. All responding Vendors shall understand that the submitted Bids will become a part of the Authority's official file, without obligation to the Authority.

15. ADDITIONAL TERMS AND CONDITIONS

Responding Vendors shall not apply conditions to any aspect of the ITB. The Authority may reject a submitted bid if any conditions are placed on any aspect of the Bid documents by the responding Vendor (see "RESPONSIVENESS OF BIDS"). Responding Vendors shall not write in changes on any ITB sheet. The Authority shall only recognize changes to the ITB prior to Bid opening by a written Addenda.

16. RESPONSIVENESS OF BIDS

The Authority shall not consider Bids if the bids are received after the date and time specified as the due date for submission. Responding Vendors shall submit Bids that are typed or printed in ink. The Authority shall consider a responsive Bid an offer to provide the items specified in this ITB in accordance with all requirements of the ITB. The Authority will not consider Bids found to be non-responsive. The Authority may reject Bids if found to be irregular or not in conformance with the specifications, invitation, and instructions herein contained. The Authority may find a Bid to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete the prescribed forms, modifying the Bid

specifications, submitting conditional Bids, incomplete Bids, submitting indefinite or ambiguous Bids, or executing forms or the Bid sheet with improper and/or undated signatures. The Authority reserves the right to consider other conditions which may cause rejection of the Bids including, evidence of collusion among Vendors, obvious lack of experience or expertise to provide the required items, and failure to perform or meet financial or performance obligations on previous agreements.

17. REQUIRED DOCUMENTS

Responding Vendors shall use the attached Bid Price Proposal Form. An authorized representative of a responding Vendor shall sign and date, in ink, the Bid Price Proposal Form to contractually bind the responding Vendor. The responding Vendors shall submit all Bid proposal forms, and other documentation must be executed and submitted in a sealed envelope. *The responding Vendor shall indicate the Bid number, with the time and date of the Bid opening on the envelope used to submit the Bid.*

18. INSURANCE

Responding Vendors shall refer to General Conditions included herein. The responding Vendor with the apparent lowest bid shall submit Certificates of Insurance to the Authority within 15 business days after Notice of Intent to Award.

19. COPYRIGHTED MATERIAL

The Authority will only accept copyrighted material if accompanied by a waiver that will allow the Authority to make paper and electronic copies necessary for the use of Authority staff. All responding Vendors shall note copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, responding Vendors shall expect such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

20. ATTACHMENT TO ITB SUBMITTAL – CONFIDENTIAL MATERIAL

Responding Vendors shall clearly identify any material(s) they assert to be exempt from public disclosure under Chapter 119, Florida Statutes. The responding Vendor shall provide exempted material in a separate bound document labeled "Attachment to Invitation to Bid, Bid Number (##/##-##) Confidential Material". The responding Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. If a responding Vendor does not clearly identify and places confidential material elsewhere in the submitted bid, the Authority will consider any claim of confidentiality on materials waived by the responding Vendor upon submission, effective after opening.

21. CONFLICT OF INTEREST

The responding Vendor represents that to the best of their knowledge and belief they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The responding Vendor further agrees that no person having any such interest shall be employed or engaged by the Vendor for said performance. If the Vendor, for themselves and on behalf of their sub-vendors, are about to engage in representing another client, which they in good faith believe could result in a conflict of interest with the work being performed by the Vendor or such sub-vendor under this Agreement, then they will promptly bring such conflict of interest to the Authority's attention, in writing. The Authority will advise the Vendor, in writing, within ten (10) business days if such a conflict of interest exists. If the Authority determines that there is a conflict of Interest, Vendor or such sub-vendor shall decline the representation upon written notice by the Authority. If the Authority determines that there is no such conflict of interest, then the Authority shall give written consent to such representation. If the Vendor or sub-vendor accepts such representation, without obtaining the Authority's prior written consent, and if the Authority

subsequently determines that there is a conflict of interest between such representation and the work being performed by the Vendor or such sub-vendor under this Agreement, then the Vendor or such sub-vendor agrees to promptly terminate such representation. The Vendor shall require each of such sub-vendors to comply with the provisions of this Section. Should the Vendor fail to advise or notify the Authority as provided herein above of representation which could, or does, result in a conflict of interest, or should the Vendor fail to discontinue such representation, the Authority may consider such failure as justifiable cause to terminate this Agreement.

22. CONFIDENTIALITY AND PUBLIC RECORDS COMPLIANCE

The Vendor agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, firm or organizations hereunder, or in the course of judicial or legislative proceeding where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Vendor or any sub-vendor(s) or subcontractor(s), pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Vendor will keep and maintain public records required by the Authority, which is a public agency, in order for the Vendor to perform services and the work required by the Scope, and upon request from the Authority's custodian of public records, the Vendor shall provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Vendor shall require all its employees, sub-vendors(s) and subcontractor(s) to comply with provisions of this paragraph. IF THE Vendor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S RECORDS MANAGEMENT ADMINISTRATOR, LYNN VALENTIN, AT (904) 213-2471, LVALENTIN@CLAYUTILITY.ORG, 3176 OLD JENNINGS ROAD, MIDDLEBURG, FLORIDA 32068-3907.

23. SUBMITTAL OF BID (DO NOT FAX OR SEND BY EMAIL)

Sealed Bids in triplicate [one (1) original, two (2) copies] should be mailed or delivered to:

Clay County Utility Authority
Wastewater Department
3176 Old Jennings Road
Middleburg, Florida 32068-3907
Attention: **Dennis Martin**

Responding Vendors shall remain responsible for assuring the Bid is delivered to the proper place on or before the Bid due date and time (See Introduction Section 2 Timeline). Responding Vendors shall ensure Bids are delivered with all required documents within a sealed envelope indicating the Bid number and time and date of the Bid opening written on the outside of the envelope. The Authority will not consider Bids which for any reason that are not so delivered. The Authority will automatically reject *bids submitted by fax and or email*.

24. MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL OF BID

Responding Vendors may modify submitted Bids at any time prior to the Bid due date. Responding Vendors shall submit in writing Requests for modification of a submitted Bid. In addition, the responding Vendor's authorized representative must sign the request for modification of a submitted bid. Upon receipt and acceptance of such request, The Authority will return the entire Bid to the Vendor. The Authority shall only consider the modified bid if the documents are resubmitted by the due date and

time. Vendors may also send a change in a sealed envelope to be opened at the same time as the Bid. Responding Vendors shall ensure the ITB number and opening date and time appear on the envelope of the modified Bid.

25. POSTING OF INTENDED DECISION/AWARD

25.1 General

The Authority will post decisions at the Authority's main office and on the Authority's website at <https://www.clayutility.org/projects/procurement.aspx>. Responding Vendors should navigate to the "Projects/Procurement" section in the menu located at the top left corner of the page.

25.2 Inability to Post

If the Authority is unable to post as defined above, the Authority will notify all responding Vendors by electronic notification or by mail, fax, and/or telephone. The Authority will provide notification of any future posting in a timely manner.

25.3 Request to Withdraw Bid

The Authority will consider requests for withdrawal of a submitted Bid if received, in writing, within 72 hours after the Bid opening time and date. The Authority will grant requests received in accordance with this provision upon proof of the impossibility to perform based upon obvious error on the part of the responding Vendor. Responding Vendors that do not withdraw as stated above will forfeit their bond, if applicable.

26. AWARD OF AGREEMENT

The Authority will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Parts or Sections selected by the Authority. The Authority intends to award one or more contracts(s) to the Vendor(s) for the Parts or Sections selected by the Authority in the best interest of the Authority.

27. ATTACHED FORMS

The responding Vendor must complete and submit all required items in triplicate listed below [one (1) original and two (2) copies] as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and subject to rejection of the Bid.

- Bid Proposal Form
- Certification of Vendor's Facilities, Capabilities, and Regulatory Compliance
- Public Entities Crime Statement
- Conflict of Interest
- Public Records Compliance
- W-9

28. TERMS AND CONDITIONS

Responding Vendors shall refer to General and Supplemental Conditions included herein.

29. ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- Technical Specifications
- Bid Proposal Form
- Instruction to Bidders
- General Conditions
- Supplemental Conditions

**STANDARD FORM OF AGREEMENT
BETWEEN THE AUTHORITY AND VENDOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of January in the year 2021 by and between Clay County Utility Authority (hereinafter called AUTHORITY) and _____ (hereinafter called VENDOR), the AUTHORITY and Vendor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1. MATERIALS FURNISHED

VENDOR shall furnish all chemicals/materials specified or indicated in the contract documents on an annual renewable contract basis upon mutual agreement of both parties, not to exceed a maximum of five (5) years. The selection of any Vendor does not obligate the Authority to purchase any chemicals/materials from the Vendor. The annual renewable chemicals/materials are as listed in the Bid Form and described in the Technical Specifications.

ARTICLE 2. CONTRACT TIME

This contract shall run for a period of one year from the date of this contract. Said one-year initial period may be renewed annually for a total period of up to five (5) years upon the written mutual agreement of both parties.

ARTICLE 3. CONTRACT PRICE

The AUTHORITY shall pay VENDOR for completion of the work in accordance with contract documents in current funds as identified on the Bid form.

ARTICLE 4. PAYMENT PROCEDURES

VENDOR shall submit invoices to the AUTHORITY for chemicals/materials received and delivered to the AUTHORITY. After chemicals/materials are received and accepted, the Vendor shall submit invoices for the delivered chemical/materials. All payments for chemicals/materials and the like delivered under the contract or agreement shall be made by the AUTHORITY in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper invoice, the AUTHORITY shall have the number of days provided in the Local Government Prompt Payment Act in which to make payment.

ARTICLE 5. INTEREST

All monies not paid when due as within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 6. VENDORS'S REPRESENTATIONS

To induce the AUTHORITY to enter into this agreement, the VENDOR makes the following representation:

- 6.1** The Vendor has familiarized himself with the nature and extent of the Contract Documents and the specifications for the materials being provided.
- 6.2** The Vendor agrees to deliver the materials ordered in a timely, safe, and professional manner.

ARTICLE 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the AUTHORITY and VENDOR concerning the work consist of the following:

- 7.1** This Agreement
- 7.2** Exhibits to this Agreement
 - A. General Conditions
 - B. Special Conditions
 - C. Instructions to Bidders
 - D. Specifications
- 7.3** Notice of Award
- 7.4** Specifications bearing the title of this Bid and consisting of all divisions as listed in the Table of Contents thereof.
- 7.5** Addenda numbers _____ to _____, inclusive.
- 7.6** VENDOR'S BID
- 7.7** Documentation submitted by VENDOR prior to Notice of Award
(Pages _____ to _____, inclusive).

There are no contract documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS

- 8.1** No assignment by a party hereto of any rights under or interest in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

- 8.2** The AUTHORITY and VENDOR each binds itself, its partners, successors, assigns and legal representatives to the AUTHORITY party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.
- 8.3** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the AUTHORITY and VENDOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4** WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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IN WITNESS WHERE OF, the AUTHORITY and VENDOR have signed this Agreement in triplicate. One counterpart each has been delivered to the AUTHORITY and VENDOR. All portions of the Contract Documents have been signed or identified by the AUTHORITY and VENDOR.

This Agreement will be effective on XXXXXXXX __, 2020.

AUTHORITY: Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

VENDOR: _____

BY: _____
Jeremy D. Johnston, PE, MBA
Title: Executive Director

BY: _____
Title: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address of giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

Address for giving notices:

License No.
of authority agent or service of process

Designated Representative:

Name:
Title:
Address:

(IF VENDOR is a corporation, attach
evidence of authority to sign).

Phone:

GENERAL CONDITIONS

1. Any other provisions of the Agreement herein so called is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the Authority than this Agreement then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Vendor" means the vendor, contractor or other party in the contract or agreement providing materials, labor, services, commodities, merchandise, supplies, resources, and/or equipment to the Authority thereunder; the term "Utility", "Authority", "CCUA", "Customer", "Client", or any variation thereof means Clay Authority Utility Authority, a political subdivision of the State of Florida, or any other name or label set forth in the contract or agreement identifying such entity).
2. All payments for services rendered, labor, supplies, materials, supplies, merchandise, resources, chemicals, commodities, or equipment and the like constructed, delivered or installed under the contract or agreement (the "Work") shall be made by the Authority in accordance with the Local Government Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice or draw request the Authority shall have the number of days provided in the Act in which to make payment.
3. Any work or services subcontracted for by the Vendor for which the Authority has agreed to reimburse the Vendor shall not be marked- up but shall be payable by the Authority only in the exact amount reasonably incurred by the Vendor. No other such subcontracted services shall be reimbursed.
4. The Vendor agrees to obtain and maintain throughout the period this contract or agreement is in effect, all such licenses as are required to do business in the State of Florida.
5. The Authority shall not be liable to reimburse the Vendor for any courier service, telephone, facsimile or postage charges incurred by the Vendor.
6. The Vendor shall indemnify and hold harmless the Authority, and the Authority's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this contract or agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the Authority provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the Authority's sovereign immunity.
7. Bonds: When applicable the Vendor must furnish the bonds indicated above, made out to Clay County Utility Authority, prepared on the approved form(s), as security for the faithful execution of this agreement within ten (10) business days of its notification that the bid has been accepted. The surety company shall be licensed and authorized to do business in the State of Florida. Attorneys in fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The Vendor, upon failure or refusal to furnish all the required bonds within ten (10) business days after its notification, will pay the Authority, as liquidated damages any bid bond or security deposit for such failure or refusal, and shall be grounds for rejection and/or termination of the bid or agreement.
8. "Or equal" interpretation: The use of a specific manufacture's name or brand within the solicitation, specifications, or agreement, shall include other brands or other products of another manufacturer's unless noted otherwise. On all such bids, the Vendor shall clearly indicate the product (brand and model number) on which its bidding and will supply a sample or sufficient data in detail to enable a comparison to be made with the particular brand or manufacturer specified or indicated. The Vendor shall attach catalog cuts and technical descriptive data to the original copy of the bid where applicable. Failure to submit sufficient information to prove equal or better performance than particular brand or manufacturer specified or indicated may be grounds for rejection of the bid.
9. Deviations: The Vendor must note, in detail, all deviations, in writing, at the time of submission of the formal bid. The absence of a written list of deviations at the time of the submitted bid will hold the Vendor strictly accountable to the Authority to the solicitation, agreement, and specifications. Any deviations from the solicitation, specifications, or agreement not previously agreed by both parties in writing shall be grounds for rejection of the material and/or equipment when delivered.

10. Prompt Payment to Subcontractors and Suppliers: The Vendor, as a condition precedent to payments to the Vendor, shall provide to the Authority, with its requisition for invoice, documentation that sufficiently demonstrates that the Vendor has made proper payments (less proper retainage) to its hired subcontractors and suppliers within fifteen (15) calendar days after the Vendor's receipt of payment from the Authority. The Vendor shall not unreasonably withhold payments to subcontractors and suppliers if such payments have been made to the Vendor. If the Vendor withholds payment to its subcontractors and suppliers, which payment has been made by the Authority to the Vendor, the Vendor shall return said payment to the Authority. The Vendor's failure to pay undisputed amounts to the subcontractors and suppliers within thirty (30) business days, after the Vendor receives payment from the Authority, shall be a breach of this agreement and may result in termination of this agreement in the discretion of the Authority.
11. The Vendor shall obtain and maintain the following insurance coverage, except Professional Liability insurance when not applicable, during the term of this Agreement and present a certificate verifying the same:

<u>Insurance:</u>	<u>Minimum Limits:</u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	\$1,000,000.00
Combined single limit	\$1,000,000.00
Workers Compensation	\$1,000,000.00
	(Per Statutory limits in compliance with State and Federal Laws)
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00
Environmental Impairment Liability Insurance:	
sudden and accidental occurrences	\$1,000,000.00
non-sudden occurrences	\$1,000,000.00
Environmental Pollution Liability	
Bodily injury, Property Damage and Cleanup cost.	
Each Occurrence	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

Vendors shall include Professional Liability insurance when the Scope or Agreement contains professional services. The Vendor shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Authority. **Note: The Authority shall be designated as an Additional Insured on the General Liability policy. The Authority shall also be listed as a named insurance certificate holder by the successful Vendor prior to beginning work.** (This requirement is excepted for Worker's Compensation Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. The Vendor shall procure and maintain, at its sole expense for the period of design and construction of any project improvements contemplated by the Scope and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated above. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement. Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the Authority's recourse to any remedy available at law or in equity.

Environmental Pollution Liability Insurance: Shall be maintained by the Vendor for sudden and gradual occurrences arising out of the work being performed by or on behalf of the Vendor under this Contract. Coverage shall include but not be limited to, all hazardous materials identified under said Contract and all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. Coverage shall respond to claims for pollution condition resulting in bodily injury and property damage to others and for clean-up costs. The extended claims reporting period

following completion of the contract, shall not be less than thirty-six (36) months. Deductible applicable subject to the written approval of the Authority and shall be the responsibility of the Vendor.

Environmental Impairment Liability Insurance: The Vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences.

12. The Authority and the Vendor agree that this contract or agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Clay County, Florida without regard to any conflict of law provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Authority and the Vendor arising out of this contract or agreement or the performance of the services shall be brought in a court of competent jurisdiction in Clay County, Florida.
13. In that the Authority is a governmental agency exempt from sales tax, the Authority shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The Authority shall provide proof of its exempt status upon reasonable request.
14. PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF AUTHORITY: In the event of termination of this Agreement at the convenience of the Authority, and not due to the fault of the Vendor, the Authority shall compensate the Vendor only for any materials/chemicals delivered prior to the effective date of termination.
15. PAYMENT WHEN SERVICES ARE SUSPENDED: In the event the Authority suspends the Vendor's services on all or part of the services required to be provided and performed by the Vendor pursuant to this Agreement, the Authority shall compensate the Vendor only for the chemical/materials delivered prior to the effective date of suspension.
16. NON-ENTITLEMENT TO ANTICIPATED FEES: In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: termination; suspension in whole or in part; and and/or are modified the Vendor shall not be entitled to receive compensation for anticipated fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.
17. TERMINATION AND SUSPENSION: The Authority or the Vendor may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other in writing. In the event of termination. This Agreement shall be terminated, with twenty-four (24) hour notice to the Vendor in the event that funds become unavailable to the Authority for any reason whatsoever. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time or during any of the Vendor's performance of the Agreement(s) proposed hereunder, permanently or temporarily, by action of the Authority.
18. INDEPENDENT CONTRACTOR: Vendor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the Authority. Vendor agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Vendor as a result of its status as an independent contractor. Vendor is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The Authority shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Vendor or any employee of Vendor.
19. PROPERTY DAMAGE: The Vendor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Authority, any property damage arising out of, or caused by, the willful or intentional misconduct or negligent acts of the Vendor or its subconsultants and/or subcontractors. The Vendor's obligation under this subsection does not apply to property damage caused in whole or in part by any other vendor or contractor engaged directly by the Authority. The Authority reserves the right, should the Vendor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Vendor's compensation fund or by the Vendor reimbursing the Authority directly for all such costs and expenses.
20. TRUTH IN NEGOTIATION CERTIFICATE: The Vendor understands and agrees that execution of this Agreement by the Vendor shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Vendor hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Vendor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the Authority determines the Compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement, Scope, or Supplemental Agreement(s).
21. AMENDMENTS: This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

22. The Vendor shall not have employed or retained any company or person, other than an employee working solely for the Vendor, to solicit or secure this contract or agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than an employee working for the Vendor, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this contract or agreement. For the breach or violation of these provisions, the Authority shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.
23. Review, approval, or acceptance by the Authority of the Work furnished by the Vendor, or any subcontractors(s) engaged by the Vendor, shall not in any way relieve Vendor of responsibility for the adequacy, completeness and accuracy the Work or any and all of its subcontractor(s) engaged by the Vendor to provide and perform the Work in connection with this contract or agreement. Neither the Authority's review, approval or acceptance of, nor payment for, any of the Vendor's Work shall be construed to operate as a waiver of any of the Authority's rights under this contract or agreement, or any cause of action it may have arising out of the performance of this contract or agreement.
24. In an effort to resolve any conflicts that arise during or relate to the Vendor's performance of the contract or agreement, the Authority and the Vendor agree that all disputes between them arising out of or relating to this contract or agreement shall be submitted to nonbinding mediation. The Vendor further agrees to include a similar mediation provision in all agreements with subcontractors retained by the Vendor for this contract or agreement, and to require all subcontractors also to include a similar mediation provision in all agreements with its subcontractors, suppliers, vendors and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The Authority shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("NADN"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.
25. Neither party to this contract or agreement shall transfer, sublet or assign any rights or duties under or interest in this contract or agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting, normally contemplated by the Vendor as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
26. In any action involving the enforcement or interpretation of this contract or agreement, each party, whether the Authority or the Vendor, shall be responsible for its own respective attorneys' fees and costs.
27. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this contract or agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.
28. The parties' remedies shall survive the termination of this contract or agreement.
29. In the event any of the provisions of this contract or agreement should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
30. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.
31. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Vendor available on the Vendor's website or retained in the Vendor's office are incorporated by reference nor shall be deemed to be part of the contract or agreement, unless the same is attached to the contract or agreement, and separately signed by the duly authorized signor for the Authority.
32. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the Authority's entry into the contract or agreement with Vendor does not give Vendor any preferential status, "most favored nations" status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the Authority.
33. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, this contract or agreement may be amended only by written instrument specifically referring to this contract or agreement and executed with the same formalities as this contract or agreement.

34. Any pre-printed provisions of this Agreement, the contract or agreement to the contrary notwithstanding, the Authority, by written notice to Vendor, may terminate the contract or agreement in whole or in part when the Authority determines in the Authority's sole discretion that it is in the Authority's interest to do so. Vendor shall not furnish any product, goods, or services after it receives the notice of termination from the Authority, except as necessary to complete the continued portion of the contract or agreement, if any. Vendor shall not be entitled to recover any cancellation charges or lost profits in the event of such termination by the Authority. Vendor shall be entitled to reimbursement for Vendor's costs, charges or fees incurred or expended pursuant to the contract or agreement, but not yet reimbursed or compensated by the Authority, up until the date of termination.
35. The Authority's performance of this contract or agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the Authority.

SUPPLEMENTAL CONDITIONS

Article 1 - COMMERCIAL CONDITIONS

1. **Term:** The initial term of the contract for each of the chemicals shall be for one (1) year ("Initial Term") with up to four (4) one-year renewal periods for a total contract period of five (5) years. Each of the renewal periods is subject to mutual agreement and approval by both the AUTHORITY and the Vendor.
2. **Pricing:** All pricing shall be in terms of a price per gallon, price per pound, or price per container as indicated for each of the chemicals (freight prepaid F.O.B. Destination to each of the AUTHORITY's facilities). The price of the chemical shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). If the parties agree to renew the agreement, the AUTHORITY may consider a price increase in either of the renewal years based on verifiable changes in the marketplace.

Article 2 - DELIVERY REQUIREMENTS

1. The sodium hypochlorite 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. An emergency delivery is defined as a delivery which is necessary to prevent the AUTHORITY from running out of that particular chemical in less than 24 hours. The AUTHORITY shall endeavor to minimize the number of "emergency" deliveries. Emergency deliveries shall be made at no additional charge.
2. Other than sodium hypochlorite, the Vendor shall make "normal" deliveries within five (5) working days after receipt of order and must make "emergency" deliveries of some quantity within 48 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the AUTHORITY from running out of that particular chemical in less than 48 hours. The AUTHORITY shall endeavor to minimize the number of "emergency" deliveries. Emergency deliveries shall be made at no additional charge.
3. All deliveries of chemicals shall be freight prepaid, F.O.B. Destination to each the AUTHORITY facility.
4. Delivery time of day shall be arranged upon placement of order and shall be Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m. Requests to deviate from this schedule must be confirmed with the AUTHORITY 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with the AUTHORITY so driver can gain access to the facility.
5. All bulk deliveries shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.
6. Packaging and shipment of all chemicals shall conform to all current regulations of the State of Florida, the United States Department of Transportation, and all other applicable regulatory agencies.
7. All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities.
8. The AUTHORITY reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.
9. The Vendor shall be responsible for pumping all bulk deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the chemicals into designated storage tanks. Vendor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

10. 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 AUTHORITY reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
11. The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals shall be supplied by the Vendor and shall be clean and free from contaminating material. The AUTHORITY may reject a load if the equipment is not properly cleaned. Vendor shall furnish the AUTHORITY an approved, leak-free connection device between its trailer or tanks and the AUTHORITY's intake receptacle.
12. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the AUTHORITY will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due to the Vendor. If the AUTHORITY's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.
13. For deliveries requiring a forklift or liftgate, Vendor shall ensure that its equipment is in good working shape with no oil leaks and that its driver is properly trained in accordance with all applicable OSHA regulations on the safe operation of the forklift or liftgate.
14. Because of escalated security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Vendor's drivers shall display their drivers' licenses, whenever requested by the AUTHORITY during the delivery. In addition, Vendor shall supply the AUTHORITY with a "CD" of digital photographs of all its delivery drivers including names, social security numbers, and birthdates. Vendor shall send out an updated CD within 24 hours of any changes to its drivers and notify AUTHORITY 24 hours in advance of who will be delivering the chemicals. The AUTHORITY shall use the CD to verify whether driver is an employee of the Vendor. Failure to show proper license or failure of driver to be listed on the CD provided to the AUTHORITY shall result in possible rejection of delivery and subsequent termination of the Vendor's supply agreement.
15. Delivery shipments which fail to meet any of the requirements of the Specification will be rejected. In the event that a delivery shipment is rejected, upon notification to the Vendor that the shipment is rejected, Vendor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time will constitute failure to comply with the delivery requirements set forth in this document.

Article 3 - DELIVERY LOCATIONS

1. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water and wastewater treatment demands of the AUTHORITY.
2. Split deliveries to multiple locations will be coordinated and accepted by the AUTHORITY, when possible, to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery. However, Bidder should note the minimum delivery requirement for each item and be prepared to deliver this quantity when required, at no additional cost.
3. The annual chemical usages are estimates only and the AUTHORITY shall not be bound by these amounts in its contract with Vendor.
4. Delivery Locations: See *Appendix A*

Article 4 - QUALITY ASSURANCE, SAFETY AND TRAINING

- 1. Sampling and Testing Prior to Unloading:** The Vendor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. At the sole discretion of the AUTHORITY, the Vendor's delivery personnel (driver) may be asked to provide a sample of the chemical that it is delivering before the shipment is unloaded. The AUTHORITY will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the AUTHORITY. The sample shall be considered representative of the lot. The AUTHORITY reserves the right to subject samples of the chemical to quick analyses to ensure that it meets basic conditions of the Specification with respect to specific gravity and for sodium hypochlorite (weight percent, impurities, sodium hydroxide and suspended solids). Any lot tested by the AUTHORITY that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for any chemical that is rejected. The Vendor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, the AUTHORITY shall allow the Vendor to unload the shipment. In the event that the load is rejected, the Vendor shall have four (4) hours to supply another shipment. In the event that the Vendor is unable or unwilling to supply another shipment within this time period, the AUTHORITY has the right to procure a shipment from another source. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Vendor's supply contract with the AUTHORITY.
- 2. Sampling and Testing of Shipment after Unloading:** The AUTHORITY reserves the right to subject samples of any delivered chemical to complete analyses to ensure that it meets the Specification. Three failures during any period of this contract shall constitute automatic termination of the Vendor's supply contract with the AUTHORITY.
- 3. Certified Analysis:** Vendor shall supply an affidavit, signed by a corporate designated official, certifying that the chemical furnished by the Vendor, complies with all applicable requirements of this Specification.
- 4. Manufacturer's Laboratory Delivery Reports:** A certified report from the manufacturer shall be submitted for each chemical delivery to the AUTHORITY. Additionally, the sodium hypochlorite report shall contain the following data:

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

No deliveries will be accepted by the AUTHORITY unless accompanied by said certified laboratory report for the specific batch of chemical delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between the AUTHORITY and the Vendor.

- 5. Quarterly Reports for Sodium Hypochlorite** - At the start of the contract and thereafter each quarter, the AUTHORITY shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the AUTHORITY. The Vendor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the AUTHORITY at the time of the sample and the AUTHORITY shall "chill the sample" and then forward it to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for cancellation of the contract between the AUTHORITY and the Vendor. The cost of such testing shall be paid by the Vendor and this cost should be included in the Vendor's bid price.
 - a. Sodium Hypochlorite Tank Cleanings** - At any time during the performance of this Agreement, if the AUTHORITY 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 the AUTHORITY within seven (7) days, unless such

timeframe is extended by the AUTHORITY. 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 the AUTHORITY 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 the AUTHORITY. When the tank has been properly cleaned, the Vendor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the AUTHORITY. 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 the AUTHORITY) shall be cause for immediate termination of the sodium hypochlorite supply agreement between the AUTHORITY and the Vendor.

Article 5 - OCCUPATIONAL HEALTH AND SAFETY

- 1. Vendor Safety Requirements** - Vendor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Vendor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Vendor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Vendor delivery personnel to contain leaks and to report any and all spills.

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

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

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

- 3. Emergency Plan of Action and Safety Training** - Within 30 days of award and acceptance of the contract for the supply of any chemical, the Vendor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the AUTHORITY to follow in case an emergency supply of chemicals are needed. The Vendor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply any chemical listed hereunder. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Vendor.

This section in no way relieves the Vendor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "after event" cleanup efforts. Should a spill or leak occur, caused by Vendor's personnel, equipment or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Vendor caused spills or releases shall be the sole responsibility of the Vendor. The Vendor shall indemnify and hold the AUTHORITY harmless for any failure to properly report and /or comply with this provision. In addition, the Vendor shall bear all expenses of spills, unless caused by the sole negligence of the AUTHORITY.

- 4. Safe Handling Training** - The Vendor shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current Authority operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Vendor shall provide this assistance at no charge to the AUTHORITY.
- 5. Technical Assistance** - The Vendor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludges produced by the application of its chemical in the water treatment or wastewater treatment process. The Vendor shall provide this assistance at no charge to the Authority.

Article 6 - TERMINATION

In addition to the various statements in this Specification stating the grounds for automatic termination of the Vendor's contract to a specified chemical, and in addition to any other remedies, including the right to obtain cover and charge Vendor for the costs of cover. "Cover" is defined as the right of the AUTHORITY to obtain a replacement product from another source in the event that the Vendor is unable to supply product in accordance with the Specification and the Vendor pays the cost difference, if any, between its contracted price and the price the AUTHORITY paid for the replacement product. Vendor's failure to comply with this Specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by the AUTHORITY. These failures, any three of which can result in termination of the contract, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the chemical provided to meet the Specification at any time, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to provide licensed drivers listed on the Vendor's CD, failure to provide updated CD's with a driver's list, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any AUTHORITY emergency.

TECHNICAL SPECIFICATIONS

Sodium Bisulfite or Sodium Hydrogen Sulfite (NaHSO₃) – 38% Aqueous Solution

Minimum Delivery: 1,000-gallon bulk delivery

Estimated Annual Usage: 54,764 gallons (Bulk Deliveries)

Special Delivery Requirements: Vendor shall furnish appropriate equipment to offload the tanker to the AUTHORITY's bulk storage tank(s). In the event that the Vendor is unable to deliver the product by tanker within five (5) days of order placement, it shall at its own expense, deliver the bisulfite in either totes or drums and pump the bisulfite into the AUTHORITY's bulk storage tank(s) within this same five (5) day period. In the event that Vendor does not make the delivery within five (5) days, Vendor agrees to reimburse the AUTHORITY the difference between the bulk delivery price and the drum price (see 6.15 below) for the AUTHORITY to hire a third party to fill the bulk storage tanks from 55-gallon drums or 300-gallon totes.

Description: 38% aqueous solution which shall measure 37% to 40% by specific gravity.

Physical Properties: Clear, yellowish liquid with high sulfur smell. Specific gravity is 1.320 (about 11 lbs/gallon).

Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries

Minimum Delivery: 400 gallons

Estimated Annual Usage: 400,000 gallons

Special Delivery Requirements: Bulk Tanker Loads.

Description: All sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-04 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform the AUTHORITY that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the AUTHORITY and Vendor.

Physical Properties: Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

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

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite. 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 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

APPENDIX A – Page 1 of 2 WATER TREATMENT PLANTS

No.	LOCATION	Bulk NaOCl	No.	LOCATION	Bulk NaOCl
1.	Ridgecrest WTP (1102) 1082 Camp Johnson Rd Orange Park, FL 32065	X 2-2200	13.	Oakleaf Plantation WTP (1124) 1020-1 Oakleaf Plantation Pkwy Orange Park, FL 32073	X 2-2000
2.	Lucy Branch WTP (1103) 2970 Greenridge Rd Orange Park, FL 32065		14.	Middleburg High School WTP 2103-1 Blanding Blvd. Middleburg, FL 32068	
3.	Tanglewood WTP (1108) 1476 Gifford Avenue Orange Park, FL 32065		15.	Pace Island WTP (1106) 1851 Royal Fern Lane Orange Park, FL 32003	X 3-900
4.	Meadowbrook WTP (1101) 318 Parkwood Drive Orange Park, FL 32073	X 2-2200	16.	Ridaught Landing WTP (1109) 3020 Chief Ridaught Trail Middleburg, FL 32068	
6.	Old Jennings WTP (1113) 3573 Old Jennings Road Middleburg, FL 32068		17.	Keystone Heights Well #3 (1117) 275 Peach Street Keystone Heights, FL 32656	
7.	Ravines WTP (1115) 2932 Ravines Blvd Middleburg, FL 32068		18.	Keystone Club Estates WTP (1118) 4425 SE 2nd Avenue Keystone Heights, FL 32656	
8.	Pier Station WTP (1112) 4073 Pier Station East Green Cove Springs, FL 32043		19.	Postmaster Village WTP (1120) 6511 County Rd. 214 Keystone Heights, FL 32656	X 2-2000
9.	Meadowlakes WTP (1111) 3236 Bass Court GreenCove Springs, FL 32043		20.	Geneva Lake Estates WTP (1121) 2000 Block of 28th Street Keystone Heights, FL 32656	
10.	Orange Park South WTP (1105) 2722-1 Archer Street Orange Park, FL 32065		21.	Kingsley Cove WTP (1126) 4049 Lake Buena Vista Starke, FL	
11.	Greenwood WTP (1107) 171 Knight Box Road Middleburg, FL 32068		22.	Peter's Creek WTP (1123) 3630 Rosemary Hill Rd Green Cove Springs, FL 32043	
12.	Fleming Oaks WTP (1104) 6572 Bahaia Green Cove Springs, FL 32043	X 2-2000			

APPENDIX A – Page 2 of 2 WASTEWATER TREATMENT PLANTS

No.	LOCATION	Bulk NaHSO₃	Bulk NaOCl
1.	Miller Street WWTP (2201) 1601 Bartlett Avenue Orange Park, FL 32073	X 2-2000	X 4-2000
2.	Fleming Island WWTP (2203) 1770 Radar Rd. Orange Park, FL 32003	X 1-3000	X 2-3000
3.	Ridaught WWTP (2204) 2878-1 Tuscarora Trail Middleburg, FL 32068	X 1-55	X 2-2000
4.	Mid Clay WWTP (2205) 2926-1 Jubilee Lane Green Cove Springs, FL 32043		X 2-3000
5.	Spencer's Crossing WWTP (2206) 3061 Wandering Oaks Dr. Orange Park, FL 32073	X 1-1000	X 1-1000



Clay County Utility Authority
3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 272-5999
Facsimile (904) 213-2498

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

ADDENDUM NO. 1

TO THE BID DOCUMENTS

CCUA BID NO. 20/21-A5 Chemical Supplier Request for Bids

CCUA Project No 2020-064

CLAY COUNTY UTILITY AUTHORITY MIDDLEBURG, FLORIDA

December 4, 2020

To All Plan Holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made part of the Contract documents for the Chemical Supplier Request for Bids as fully and completely as if the same were fully set forth therein:

A. Written Questions received and responses:

- 1. What is the current price of each product?**

Response:

Sodium BiSulfite (NaNOS3) Bulk Deliveries - \$1.99/Gallon
Sodium Hyochlorite (NaOCL) Bulk Deliveries - \$0.69/Gallon

- 2. Do you currently receive split load deliveries, i.e. 1,000 to plant A and 2,000 or 3,000 to plant B?**

Response: Yes - Split loads are required to the locations listed in Appendix A of the Bid Documents.

- 3. What is the typical delivery volume? Is this what is specified in Appendix A?**

Response: Typical delivery volumes are a full tanker load, split between the delivery locations listed in Appendix A of the Bid Documents.

4. Please include the bid tab from the previous years bid.

Response: The Chemical Supplier Bids are advertised every 5 to 7 years. The most recent bid tab is attached below.

Clay County Utility Authority
Bid No. 19/20-A15 Project No. 2020-064
Chemical Supplier
Date: August 31, 2020

Start Time: 2:00pm
Stop Time: 2:30pm

Specifications	1	2	3	4	5	6	7
Topicals	X	X	X	X	N/B	X	X
Proper Bid Form	X	X	X	X	N/B	X	X
Properly Executed Bid Form	X	X	X	X	N/B	X	X
W-9(s)	X	X	X	X	N/B	X	X
Public Entities Crime Statement	X	X	X	X	N/B	X	X
Liquid Polymer - Clarifloc 7320, 6242, 1330 Price Per Pound	N/B	N/B	N/B	N/B	N/B	N/B	\$0.97 lb
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per 100# Bag	\$185.00 ea	N/B	\$120.00 ea	N/B	N/B	N/B	N/B
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per Pallet	\$2,445.00 ea (18 ea) = \$185.00 per	N/B	\$2,380.00 ea (18 ea) = \$132.22 per	N/B	N/B	N/B	N/B
Ferrous Sulfate (Fe2SO4) 30% Aqueous Solution with 10% Iron Per Gallon	N/B	N/B	N/B	N/B	N/B	N/B	\$0.9448 gal
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	N/B	\$1.89 gal	\$2.3413 gal	\$1.45 gal	N/B	\$1.3987 gal	N/B
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Non-Tanker Deliveries) Price Per Gallon	\$2.85 gal	N/B	\$2.587 gal	N/B	N/B	N/B	N/B
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	N/B	N/B	N/B	\$0.635 gal	N/B	N/B	N/B
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Non-Tanker Deliveries) Price Per Gallon	\$1.25 gal	N/B	N/B	N/B	N/B	N/B	N/B
Addendum No. 1	X	X	X	X	N/B	X	X

A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff

Company Name

Hawkins, Inc.

Southern Ionics Incorporated

Brenntag Mid-South, Inc.

Odyssey Manufacturing Co.

Univar Solutions USA, Inc. - Muni Team

Thatcher Company, Inc.

SNF, Inc. - Polydyne, Inc.

The Clay County Utility Authority reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

[Signature]
Procurement Secretary

[Signature]
Amy J. Palmeri
Dyann D. Valentin

Clay County Utility Authority
Bid No. 19/20-A15 Project No. 2020-064
Chemical Supplier
Date: August 31, 2020

Start Time: 2:00pm
Stop Time: 2:30pm

Specifications	8	9	10	11	12	13	14
Topicals	X	X					
Proper Bid Form	X	X					
Properly Executed Bid Form	X	X					
W-9(s)	X	X					
Public Entities Crime Statement	X	X					
Liquid Polymer - Clarifloc 7320, 6242, 1330 Price Per Pound	N/B	N/B					
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per 100# Bag	N/B	\$135.00 ea					
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per Pallet	N/B	\$2,160.00 ea (18 ea) = \$120.00 per					
Ferrous Sulfate (Fe2SO4) 30% Aqueous Solution with 10% Iron Per Gallon	\$1.14 gal	N/B					
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	N/B	\$1.37 gal					
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Non-Tanker Deliveries) Price Per Gallon	N/B	N/B					
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	N/B	\$0.533 gal					
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Non-Tanker Deliveries) Price Per Gallon	N/B	N/B					
Addendum No. 1	X	Not Acknowledged					

A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff

Company Name

Kemira Water Solutions

Allied Universal Corporation

The Clay County Utility Authority reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

Procurement Secretary

End of Addendum No. 1

BID PROPOSAL FORM

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20

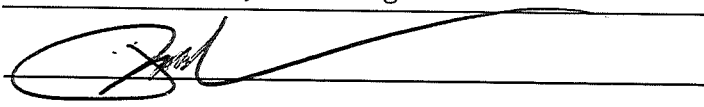
Company: Odyssey Manufacturing Company

Email: pallman@odysseymanufacturing.com

City/State/Zip: Tampa, FL. 33619

Telephone No.: 813/635-0339

Name: Patrick Allman, General Mgr.

Signature: 

Position: General Manager

Email: pallman@odysseymanufacturing.com

Vendor can bid on any, or all, of the chemicals listed below:

Item No.	Description	Unit Type	Unit Price
	Sodium Bisulfite (NaHSO ₃) – 38% Aqueous Solution – Bulk Deliveries	Gallon	\$1.43
	Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries	Gallon	\$0.567

Vendors may submit a Bid for any of the chemicals or any combination of chemicals as provided in the Bid Form. Vendors shall identify **"no bid"** for those sections or items they do not intend to submit a Bid. The Vendor is signifying a willingness to enter into an agreement with the submission of a Bid on any items or sections alone at the price offered. Vendors offering a Bid on one or more items or sections shall be capable of delivering the quantity and quality of the chemicals requested for the time period stated.

ADDENDUM RECEIPT:

Vendors shall acknowledge below the receipt of all addenda, if any.

ADDENDUM NO. 1 DATED 12/4/20

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

CERTIFICATION OF VENDOR'S FACILITIES, CAPABILITIES, AND REGULATORY COMPLIANCE

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20

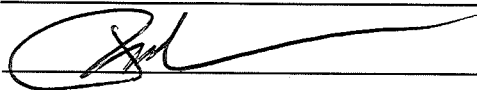
Company: Odyssey Manufacturing Company

Email: pallman@odysseymanufacturing.com

City/State/Zip: Tampa, FL 33619

Telephone No.: 813/635-0339

Name: Patrick Allman

Signature: 

Position: General Manager

Email: pallman@odysseymanufacturing.com

I hereby certify, to the Authority, as an authorized representative of the company stated above, our facilities are fully capable of delivering the quantity and quality of the chemicals the Authority is seeking. In addition to having facilities fully capable of providing the chemicals requested, I am certifying, by completing the table below, our company complies with the applicable regulations of the jurisdictional agencies listed below.

Agency Compliance	Y/N	Initials
Environmental Protection Agency (EPA)	y	
Florida Department of Environmental Protection (FDEP)	y	
Florida Department of Transportation (FDOT)	y	
Occupational Safety and Health Administration (OSHA)	y	

A Vendor shall produce, upon request of the Authority, documentation demonstrating regulatory compliance.

ITEMS REQUIRED TO BE SUBMITTED WITH BID PROPOSAL FORM:

1. Fully completed and executed Bid Proposal Form ✓
2. Certification of Vendor's Facilities, Capabilities, and Regulatory Compliance ✓
3. Public Entities Crimes Sworn Statement ✓
4. Conflict of Interest Certificate ✓
5. Public Records Compliance Acknowledgment Form ✓
6. Fully completed and executed W-9 ✓
7. References ✓
8. Any Exceptions taken to the Bid Documents or Agreement ✓

None**ITEMS REQUIRED TO BE SUBMITTED POST-BID:**

Responding Vendors shall refer to Section 18 in the Instructions to Bidders, for items required to be submitted post-Bid by the apparent lowest bidder(s).

COMPANY NAME:

Odyssey Manufacturing Co.

AN INDIVIDUAL:

Business Address: _____

Phone Number: _____ Fax Number: _____

A CORPORATION:

Odyssey Manufacturing Company

(Corporation Name)

(SEAL)

Delaware

(State of Incorporation)

[Signature]

(Signature of Person Authorized to Sign)

(SEAL)

Attest:

[Signature]

(Secretary)

Business Address: *1484 Massaro Blvd., Tampa, FL. 33619*

A JOINT VENTURE:

By:

(Business Name)

(Signature)

(Print Name)

(Address)

By:

(Business Name)

(Signature)

(Print Name)

(Address)

By: _____

(Business Name)

(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above)

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

Phone Number: 813/635-0339 Fax Number: 813/630-2589

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL, AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Clay County Utility Authority
 (print name of public entity)
 by Patrick Allman, General Manager
 (print individual's name and title)
 whose business address is 1484 Massaro Blvd., Tampa, FL 33619
 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0846345
 (If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B), Florida Statutes means finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment, or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which aids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☒ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature] 12/16/20
(signature) (date)

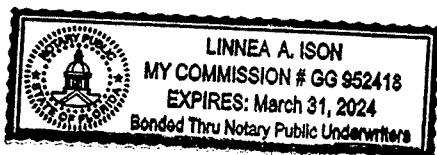
STATE OF Florida COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Patrick Allman who after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 16 day of December, 2020.

My commission expires:
3/31/2024

[Signature]
NOTARY PUBLIC



Print Name: Linnea A. Ison

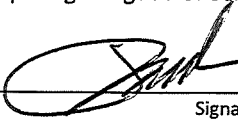
CONFLICT OF INTEREST CERTIFICATE

Bid No. 20/21-A5

Vendor must execute either Section 1 or Section II hereunder, as required by Florida Statutes 112. Failure to execute either section may result in the rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of the Clay County Utility Authority (Authority), a special district in the State of Florida, requiring the good or services described in these specifications has a material financial interest in this company.



Signature
Patrick Allman

Name of Official (Type or Print)

Odyssey Manufacturing Company

Company Name

1484 Massaro Blvd.

Business Address

Tampa, FL. 33619

City, State, Zip Code**SECTION II**

I hereby certify that the following named public official(s) and/or employee(s) of the Authority having material financial interest(s) (in excess of 5 percent) in this company have filed a Conflict of Interest Statement with the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068, prior to the time of bid opening.

Name	Title of Position	Date of Filing

Signature

Name of Official (Type or Print)

Company Name

Business Address

City, State, Zip Code

Public Official Disclosure

The Authority requires that a public official who has financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official

Position Held

Position or Relationship with Bidder

PUBLIC RECORDS COMPLIANCE ACKNOWLEDGEMENT

Bid No. 20/21-A5

Vendor must execute this form. Failure to submit this form shall result in rejection of this bid.

I hereby agree that our firm or organization, employees, subcontractors and for those I am legally liable shall comply with Chapter 119.071(3), Florida Statutes, and will not divulge, furnish or make available to any third person, firm or organizations hereunder, or in the course of judicial or legislative proceeding where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the firm or organization, any sub-vendor(s), or subcontractor(s), pursuant to this Agreement.

Subject to the foregoing provisions and law applicable to confidential information, Odyssey Manufacturing Company shall keep and maintain public records required by the Authority, which is a public agency, in order for the firm or organization to perform services and the work required by the Scope, and upon request from the Authority's custodian of public records, firm or organization shall provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. The firm or organization shall require all its employees, sub vendors(s) and subcontractor(s) to comply with provisions of this paragraph.

SignatureOdyssey Manufacturing CompanyCompany NamePatrick AllmanName of Certifying Official
(Type or Print)1484 Massaro Blvd., Tampa, FL 33619Business AddressTampa, FL 33619City, State, Zip Code

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ►

Date ►

12/16/20

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Form W-9 (Rev. 10-2018)

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

* The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

Form W-9 (Rev. 10-2018)

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your

permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a

systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by

calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the

IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



December 11, 2019

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

To Whom It May Concern,

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

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

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin C. Rakes, President

**AFFIDAVIT OF COMPLIANCE FOR**Clay CountyBid # 20-21-A5Chemical Supplier

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-18 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such. Further, the sodium hypochlorite supplied under this bid/proposal is in compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Patrick H. Allman

General Manager

Attest

Secretary

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

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



Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- Holly Britt, City of Lake Wales, WTP Supervisor, 863-528-7639
- Bobby Gibbs, Bay County, WTP Superintendent, 850-814-8869
- Lynn Collier, City of Tallahassee, WTP Superintendent, 850-891-1036
- Johnny Lynn, City of Flagler Beach, WWTP Supervisor, 386-517-2029
- Gerry Erb, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Jeff Poteet, City of Marco Island, Utilities Director, 239-389-5189
- Steve Kipfinger, Charlotte County, WTP Superintendent, 941-764-4555
- Timothy Sloan, City of Lake Worth, WTP Manager, 561-586-1636
- Fred Greiner, City of Palm Coast, WTP #2 Plant Manager, 386-986-2347
- Fred Hemerick, City of Clearwater, WTP Superintendent, 727-462-6326
- Andy Fenske, City of Cape Coral, Chief Operator, 239-574-0877
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Andrew Greenbaum, Operations Manager, Tampa Bay Water, 813-929-4551
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- Troy Howell, City of Cocoa, WT Plant Superintendent, 407-568-5867
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
- Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645
- Gary Framo, Orange County, Western Region WTP Manager, 407-884-5131
- Paul Brown, Orange County, South Region WTP Superintendent, 407-254-9355
- Bill Washington, Pinellas County, South Cross Bayou WRF Superintendent, 727-582-7012
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Ken Enlow, Veolia Water, Tampa Surface Plant, Asst. Project Manager, 813-626-8708
- Dana Mills, Manatee County, NW WWTP Superintendent, 941-792-8811
- Tom Birk, Manatee County, SW WWTP Superintendent, 941-792-8788
- Paul Kavanagh, Hillsborough County, Lake Park WTP Manager, 813-264-3836
- Norrise Shellman, Hillsborough County, Central WTP Manager, 813-626-0342
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
- Peter Perez, City of Sarasota, WTP Superintendent, 941-955-2325

**STANDARD FORM OF AGREEMENT
BETWEEN AUTHORITY AND VENDOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 26th day of January in the year 2021 by and between Clay County Utility Authority (hereinafter called AUTHORITY) and Odyssey Manufacturing Company (hereinafter called VENDOR).

ARTICLE 1. MATERIALS FURNISHED

VENDOR shall furnish all chemicals/materials specified or indicated in the contract documents on an annual renewable contract basis upon mutual agreement of both parties, not to exceed a maximum of six (6) years. The selection of any Vendor does not obligate the Authority to purchase any chemicals/materials from the vendor. The annual renewable chemicals/materials are as listed in the Bid Form and described in the Technical Specifications.

ARTICLE 2. CONTRACT TIME

This contract shall run for a period of one year from the date of this contract. Said one-year initial period may be renewed annually for a period of up to six (6) years upon the mutual agreement of both parties.

ARTICLE 3. CONTRACT PRICE

The AUTHORITY shall pay VENDOR for completion of the work in accordance with contract documents in current funds as identified on the Bid form.

ARTICLE 4. PAYMENT PROCEDURES

VENDOR shall submit invoices to the AUTHORITY for chemicals/materials received and delivered to the AUTHORITY. After chemicals/materials are received and accepted, the Vendor shall submit invoices for the delivered chemical/materials. All payments for chemicals/materials and the like delivered under the contract or agreement shall be made by the AUTHORITY in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper invoice, the AUTHORITY shall have the number of days provided in the Local Government Prompt Payment Act in which to make payment.

ARTICLE 5. INTEREST

All monies not paid when due as within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 6. VENDORS'S REPRESENTATIONS

In order to induce the AUTHORITY to enter into this agreement, the VENDOR makes the following representation:

- 6.1 The Vendor has familiarized himself with the nature and extent of the Contract Documents and the specifications for the materials being provided.
- 6.2 The Vendor agrees to deliver the materials ordered in a timely, safe and professional manner.

ARTICLE 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the AUTHORITY and VENDOR concerning the work consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
 - A. General Conditions
 - B. Special Conditions
 - C. Instructions to Bidders
 - D. Specifications
- 7.3 Notice of Award
- 7.4 Specifications bearing the title of this Bid and consisting of all divisions as listed in the Table of Contents thereof.
- 7.5 Addenda numbers 1 to 1, inclusive.
- 7.6 VENDOR'S BID
- 7.7 Documentation submitted by VENDOR prior to Notice of Award
(Pages _____ to _____, inclusive).

There are no contract documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interest in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 8.2 **AUTHORITY** and **VENDOR** each binds itself, its partners, successors, assigns and legal representatives to the **AUTHORITY** party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.
- 8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the **AUTHORITY** and **VENDOR**, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4 **WAIVER:** The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving is rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

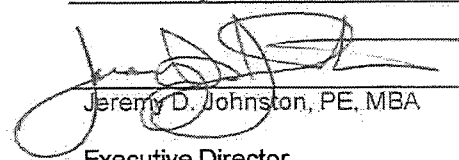
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IN WITNESS WHERE OF, the AUTHORITY and VENDOR have signed this Agreement in triplicate. One counterpart each has been delivered to AUTHORITY and VENDOR. All portions of the Contract Documents have been signed or identified by the AUTHORITY and VENDOR.

This Agreement will be effective on March 8, 2021 

AUTHORITY: Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

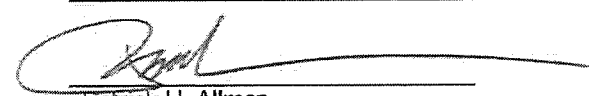
VENDOR: Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, Florida 33619

BY: 

Jeremy D. Johnston, PE, MBA

TITLE:

Executive Director

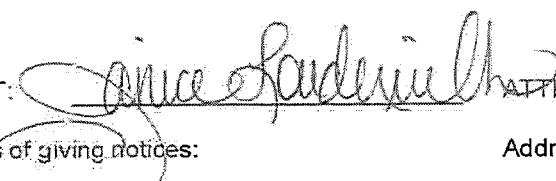
BY: 

Patrick H. Allman

General Manager

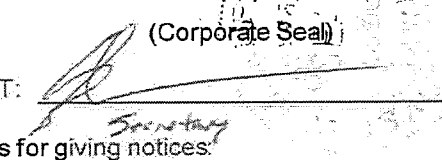
TITLE:

President

ATTEST: 

Address of giving notices:

3176 Old Jennings Rd.
Middleburg, Florida 32068

ATTEST: 

Address for giving notices:

1484 Massaro Blvd.
Tampa, Florida 33619

License No. N/A
of authority agent or service of process

Designated Representative:

Name: Dennis Martin
Title: Wastewater Superintendent
Address: 3176 Old Jennings Rd.
Middleburg, Florida 32068
Phone: 904-213-2435

(IF VENDOR is a corporation, attach evidence of authority to sign).

BID PROPOSAL FORM

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20

Company: Odyssey Manufacturing Company

Email: pallman@odysseymanufacturing.com

City/State/Zip: Tampa, FL 33619

Telephone No.: 813/635-0339

Name: Patrick Allman, General Mgr.

Signature: 

Position: General Manager

Email: pallman@odysseymanufacturing.com

Vendor can bid on any, or all, of the chemicals listed below:

Item No.	Description	Unit Type	Unit Price
	Sodium Bisulfite (NaHSO ₃) – 38% Aqueous Solution – Bulk Deliveries	Gallon	\$1.43
	Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries	Gallon	\$0.567

Vendors may submit a Bid for any of the chemicals or any combination of chemicals as provided in the Bid Form. Vendors shall identify "no bid" for those sections or items they do not intend to submit a Bid. The Vendor is signifying a willingness to enter into an agreement with the submission of a Bid on any items or sections alone at the price offered. Vendors offering a Bid on one or more items or sections shall be capable of delivering the quantity and quality of the chemicals requested for the time period stated.

ADDENDUM RECEIPT:

Vendors shall acknowledge below the receipt of all addenda, if any.

ADDENDUM NO. 1 DATED 12/4/20

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

COMPANY NAME: Odyssey Manufacturing Co.

AN INDIVIDUAL:

Business Address: _____

Phone Number: _____ Fax Number: _____

A CORPORATION:

Odyssey Manufacturing Company

(Corporation Name)

(SEAL)

Delaware

(State of Incorporation)

[Signature]
(Signature of Person Authorized to Sign)

(SEAL)

Attest: _____

(Secretary)

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

A JOINT VENTURE:

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above)

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

Phone Number: 813/635-0339 Fax Number: 813/630-2589

ODYSSEY
MANUFACTURING CO.

December 11, 2019

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

To Whom It May Concern,

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

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


Stephen Sidelko, Secretary

CORPORATE SEAL


Marvin L. Rakes, President

“NOTICE OF AWARD”

January 26, 2021

“Notice of Award” is hereby posted to notify all those concerned about the following Bid:

Clay County Utility Authority

Bid No. 20/21-A5

Chemical Supplier

Clay County Utility Authority is awarding the above to:

Company Name	Chemical Name/Specifications	Unit Cost
Thatcher Chemical of Florida	Sodium Bisulfite (NaHSO ₃)-38% Aqueous Solution (Bulk Deliveries) Price Per Gallon	\$1.37
Odyssey Manufacturing Co.	Sodium Hypochlorite (NaOCl)-12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	\$0.57

“Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes, and under the adopted policies of the AUTHORITY for bid protests.”

01-26-21 08:19 IN



March 17, 2025

Mr. Phil Hyer
 Water Treatment Plant Superintendent
 City of Pompano Beach
 301 NE 12th Street
 Pompano Beach, Florida 33060

Re: **PROPOSAL TO SUPPLY BULK SODIUM HYPOCHLORITE TO THE CITY OF
 POMPANO BEACH FOR FY 2025 and BEYOND**

Encl: (1) Clay County Utility Authority Sodium Hypochlorite Contract

Dear Mike,

As you know, Odyssey Manufacturing Co. ("Odyssey") is supplying the City of Pompano Beach sodium hypochlorite under a "piggyback" contract with the City of Tarpon Springs at a delivered price of \$1.32 per gallon. This contract expires on May 26, 2025, and has no more renewals. The City of Tarpon Springs has not determined their future course of action with respect to their sodium hypochlorite supply. As such, Odyssey proposes to supply sodium hypochlorite to the City of Pompano Beach under a piggyback arrangement with Clay County Utility Authority (CCUA) at a unit price of \$1.53 per gallon beginning May 27, 2025. This is a delivered price, and there are no delivery fees, fuel surcharges or other hidden charges. This contract was just renewed and expires on March 7, 2026. This contract has two more one-year renewals remaining. The point of contact is Darrin Parker who can be contacted at 904-213-2474 or e-mail dparker@clayutility.org.

As you know, chlorine and caustic are the raw materials to make sodium hypochlorite for about 90% of the total North American marketplace markets. For Odyssey, the number is 25% with the remaining production coming from our salt to bleach plant. Chlorine and caustic pricing have continued to climb over the past year and with capacity being taken off-line over the past year there is an acute chlorine shortage in this country. The tariff situation is not helping the future outlook and it will make European caustic and Mexican chlorine significantly more expensive. For our other production from our salt to bleach plant, salt costs have increased by 3% but electricity costs have increased by 15%. Over worker's compensation, property and liability insurance costs have gone up by over \$2 million this past year as the insurance companies don't want any part of the chemical market and property insurance is a runaway train engine. We have had to increase wages by 5% just to keep and attract chemical workers and tanker drivers both of which are in short supply in this country.

The City of Pompano Beach has benefited from its long term contract with Odyssey as reflected in the pricing shown in the table below, which represents all of the bids in the State of Florida for sodium hypochlorite for the past eighteen months. As you can see, the requested increase to \$1.53 per gallon is very reasonable in light of these bids.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
7/31/2023	City of Ormond Beach	320,000	\$1.95	\$1.69

8/9/2023	Martin County	800,000	\$1.45	\$2.05
8/16/2023	Charlotte County	606,000	\$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	\$1.69
9/11/2023	City of Lake Wales	109,000	\$1.95	\$1.70
9/27/2023	City of Lakeland	105,000	\$1.69	\$1.76
10/4/2023	Seminole County	1,794,000	\$1.68	\$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641,648	\$2.10	\$1.53
12/18/2023	Hillsborough County	10,724,040	\$1.43	\$1.89
12/18/2023	City of Tampa	1,700,000	\$1.49	\$1.42
3/12/2024	Peace River Manasota	750,000	\$1.56	\$1.65
4/17/2024	Lee County	1,445,000	\$1.49	\$1.76
6/24/2024	Fort Pierce Utility Authority (FPUA)	425,000	\$1.49	\$1.70
6/25/2024	Town of Jupiter WTP	310,000	\$3.25	\$1.74
6/25/2024	Town of Jupiter Pump Station	4,000	\$3.25	\$2.95
7/10/2024	City of Lake Worth Beach–Full Truck	265,000	\$1.59	\$1.70
7/10/2024	City of Lake Worth Beach–Partial Truck	30,000	\$1.69	\$1.95
7/11/2024	City of Oviedo WTP/WWTP	527,000	\$1.61	\$1.70
7/11/2024	City of Oviedo Pools	17,000	\$1.74	\$2.55
7/11/2024	City of St. Petersburg	2,000,000	\$1.70	\$1.45
7/17/2024	The Villages	600,000	\$2.18(*)	\$2.40(*)
7/22/24	Pasco County – Bulk Deliveries	2,314,800	\$1.58	\$1.85
8/5/2024	Hernando County – Bulk Deliveries	354,500	\$1.89	\$1.75
8/7/2024	Seacoast Utilities	250,000	\$1.68	No Bid
8/13/2024	City of St. Augustine	260,000	\$1.84	\$1.60
8/14/24	Charlotte County	586,000	\$1.67	No Bid
8/28/24	New Smyrna Beach WTP/WWTP	425,000	\$1.89	\$1.55
10/17/24	Tampa Bay Water	10,760,868	\$1.85	\$1.45
11/20/2024	City of Tallahassee	906,000	\$1.94	\$1.73
2/21/2025	Volusia County	270,000	\$1.67	No Bid
3/11/2025	Peace River Manasota Coop	750,000	\$1.64	\$1.82

* Bid by Proxy

Thank you for your consideration. We value our supplier relationship with the City of Pompano Beach both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 91 Lake Morton Drive Lakeland FL 33801	CONTACT NAME: Michele Crifasi PHONE (A/C, No, Ext): 863-688-5495 FAX (A/C, No): 863-688-4344 E-MAIL ADDRESS: MCrifasi@higginbotham.net
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	License#: 2081754 ODYSMAN-02

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Union Insurance Company	27960
INSURER B : Zenith Insurance Company	13269
INSURER C : ACE American Insurance Company	22667
INSURER D : Hamilton Insurance Designated Activity Company	0
INSURER E : Axis Surplus Insurance Company	26620
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 223593679

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒ Y	☒ Y	G24092975016	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Contractual						MED EXP (Any one person) \$ 10,000
	☒ xcu						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
C	AUTOMOBILE LIABILITY	☒ Y	☒ Y	H08450377016	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Hired PD						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
ADE	☒ UMBRELLA LIAB	☒ X		G24092987016	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB			ENVXSHI279494-02	10/1/2024	10/1/2025	AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$			P-001-001431932-01	10/1/2024	10/1/2025	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒ Y	☒ Y	Z066828621	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability (\$5k Ded) Professional Liability (\$25k Ded)			G24092999016	10/1/2024	10/1/2025	Each Poll Condition A Ea Prof Occurrence Ag Retro Date 10/1/2009 \$1,000,000 \$1,000,000

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

Total Umbrella/Excess Liability Limit \$5,000,000 and all follows form: (Umbrella/Excess covers the General Liab, Auto Liab, Workers Compensation and Pollution/Professional policies) [Carrier A: Illinois Union Insurance Company, Policy #G24092987016, Eff 10/1/2024 to 10/1/2025 - Limit \$2,000,000. Carrier D: Hamilton Insurance DAC - Policy# ENVXSHI279494-02, Eff 10-1-2024 to 10-1-25, Excess excluding Auto \$3,000,000, Carrier E: Axis Surplus Insurance Co., Policy# P-001-001431932-01, Eff 10-1-2024 to 10-1-2025, Excess over Auto only \$3,000,000.]

Stephen Sidelko - Secretary - Excluded under Workers Compensation

When required in a written contract: City of Pompano Beach is an additional insured as respects general liability & auto liability; waiver of subrogation applies as respects general liability, auto liability & workers compensation if required by written contract; Excess Liability is written over general liability, auto liability and workers compensation.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach Attn: Risk Manager PO Box 1300 Pompano Beach FL 33061 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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May 17, 2022

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President