

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING BIDS AND AWARDING CONTRACTS TO ALLIED UNIVERSAL CORPORATION, THE DUMONT COMPANY, AND FORT BEND SERVICES, FOR THE PURCHASE AND DELIVERY OF VARIOUS LINE ITEM CHEMICALS TO OPERATE THE CITY'S WASTEWATER FACILITIES AS SHOWN ON EXHIBIT "A," AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") issued an Invitation to Bid (the "ITB") for the purchase and delivery of chemicals to City wastewater facilities on September 21, 2013, with sealed bids opened on October 10, 2013; and

WHEREAS, the low responsive and responsible bids were submitted by Allied Universal Corporation for chemicals listed as items 1 and 9 on Exhibit "A" in the amount of \$86,350.00, the Dumont Company, Inc. for chemicals listed as items 2 through 5 and 7 to 8 on Exhibit "A" in the amount of \$184,775.00, and Fort Bend Services for chemicals listed as item 6 on Exhibit "A" in the amount of \$15,358.75, in response to the ITB; and

WHEREAS, the City Council finds that accepting the bids and entering into contracts with Allied Universal Corporation, the Dumont Company, Inc. and Fort Bend Services, (the "Contractors") for the purchase and delivery of various chemicals required for the operation of the City's Wastewater facilities is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:


Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The contracts between the City and Allied Universal Corporation in an amount not to exceed \$87,250.00; the City and the Dumont Company, Inc. in an amount not to exceed \$184,775.00; and the City and Fort Bend Services in an amount not to exceed \$15,358.75, copies of which are attached as Composite Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City, are hereby approved. The City Manager is authorized to execute the contracts and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12th DAY OF NOVEMBER, 2013.

THE CITY OF MARATHON, FLORIDA



Mayor Dick Ramsay

AYES: Bull, Keating, Senmartin, Snead, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

**SECTION 2
CONTRACT FOR
CHEMICAL DELIVERY TO WASTEWATER FACILITIES**

THIS CONTRACT is made this 13 day of November, 2013 by and between the City of Marathon, Florida (the "City") and Allied Universal Corporation (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included in Section 4 of this bid package.
- 2.2. **COMPENSATION/PAYMENT**-
- 2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
- 2.2.2. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
- 2.2.3. The Contractor shall be compensated at the unit prices specified in Exhibit A based upon the actual Work completed for the month.
- 2.3. **TERM**- This Contract shall be effective upon execution by both parties and shall continue for (3) three years through **October 31, 2016** (date). The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for an additional term of two (2) one (1) year periods. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than 60 days prior to the date of termination.
- 2.4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the described the areas for the Work contemplated in Section 4 and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.
- 2.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.
- 2.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or delivery operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced.

2.7. INDEMNIFICATION-

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Contract.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Bid Documents;
Scope of Work/Specifications;
Qualification Statement;
Insurance Certificates; and
Bonds.

2.9. **CONTRACTOR'S EMPLOYEES-**

2.9.1. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.2. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

2.9.3. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

2.9.4. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.10. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.11. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The

underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

INSURANCE REQUIREMENTS - STATUTORY LIMIT

Commercial General Liability – Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Worker's Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract to apply to all owners, officers and employees regardless of the number of employees. Worker's Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employer's liability will have minimum limits of:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease policy limit

Business Auto Liability – Coverage shall apply to all owned, hired and non-owned vehicles used with limits of:

- \$1,000,000 combined single limit

Pollution Liability – Covering a transporter moving hazardous products or waste as cargo with minimum limits of:

- \$1,000,000 bodily injury/property damage, cleanup including wrongful delivery

2.11.1 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

2.11.2 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

2.11.3 Certificate of Insurance: Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

2.11.4 Additional Insured - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

2.11.5 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

2.12. ASSIGNMENT AND AMENDMENT- No assignment by the Contractor of this contract or any part of it; or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager. This Contract may only be amended by the parties with the same formalities as this Contract.

2.13. **TERMINATION-**

2.13.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

2.14. **CHOICE OF LAW-** This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

2.15. **ATTORNEY'S FEES-** . If either the City or Contractor is required to enforce the terms of the contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

2.16. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

2.17. **INSPECTION AND AUDIT-** During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

2.18. **SEVERABILITY-** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

2.19. **WAIVER OF JURY TRIAL** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

2.20. COUNTERPARTS- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

2.21. NOTICES- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

For City:

Gray Robinson, Attorneys At Law
John Herin, City Attorney
401 East Las Olas Blvd, Suite 1850
Fort Lauderdale, FL 33301
Telephone: (954) 761-7500
Facsimile: (954) 761-8112

For Contractor:

Allied Universal Corporation
3901 NW 115th Avenue
Miami, FL 33178
Telephone: (305) 888-2623

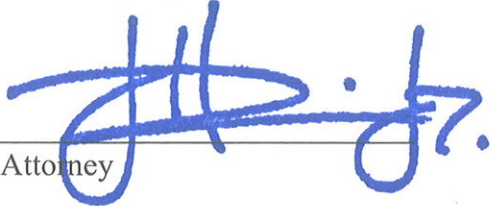
IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: 
Diane Clavier, City Clerk


By:  *on 12-5-17*
Roger T. Hernstadt, City Manager

By: 
City Attorney

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: 

By: 

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

KCOPY



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

CHEMICAL REBID PROJECT ADDENDUM NO. 2

10/4/2013

Notice to All Proposers: Addendum must be acknowledged with your bid in order for your bid to be considered responsive.

Contractor RFI Questions (Q denotes Question, A denotes Answer):

Q 1. Who is the current supplier for the liquid Aluminum Sulfate?

A 1. The Dumont Company

Q 2. What price is aluminum sulfate being sold at?

A 2. The unit cost to the City is \$2.45

Q 3. Is the bidder required to install tanks on site? Or will tanks be provided for the chemicals?

A 3. Yes, only tanks identified on specifications. No, only products specified will require tanks.

Q 4. In the original bid for these chemicals which was ultimately cancelled, there was an addendum deleting item #6 Polymer from the requirement for chemical testing. We assume that you will agree that it is also not necessary to test this item for purposes of this rebid.

Our question is: Is this assumption correct?

A 4. A Lab analysis report is not required to be submitted.

Q 5. In the Section entitled Delivery Locations, there is a list of the plants and their addresses. In addition there is a list of tanks required at each location. There is a statement above the tank list that states "Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination." There is no mention of responsibility for maintaining the tanks. We assume that the intent is for the successful vendor for each chemical to initially provide any tanks required to hold that chemical and to maintain and/or replace the tanks as required during the contract period and that all cost for same be included in the per gallon bid price of the chemical. Our question is: Is this assumption correct?

A 5. Yes.



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CHEMICAL REBID PROJECT ADDENDUM NO. 2

Page 2 of 2

Q 6. During our inspection of facilities it was noted that when the Centrifuge is in use it is much more difficult to access the chemical tanks. We were informed that it is not uncommon for the Centrifuge to be located at a plant for as long as 1 to 2 weeks at a time. In the section of your specifications regarding Delivery Locations you mention that there are "tight situations" and that using hoses to cover "considerable distances" might be necessary. You also require for liability purposes that the delivery vehicle be able to complete the delivery "while located completely within the City's wastewater facility". We assume that the successful vendor must use a vehicle and equipment (such as hoses) that would allow them to meet all of these requirements even when the Centrifuge is on location so that safe chemical deliveries could be made at all times without damage to landscape, walks, drives, etc. (as required in Section 2.6.3 of the sample Contract document). Our question is: Is this assumption correct?

A 6. Yes.

Q 7. In the specification describing Aluminum Sulfate, it indicates that the solution strength could vary from 20%- 48.5%. We assume that this is a typo and that you want bids on the standard solution strength of 48.5%. Our question is: Is this assumption correct?

A 7. Yes.

Q 8. During our inspection of facilities it was noted that all of your facilities are located along US 1 or Overseas Hwy. In accordance with item 1.07 of your specifications, we checked with local Marathon Police to determine if there were any ordinances prohibiting the blockage of US 1 especially by a truck hauling hazardous material. We found that there are several that prohibit blocking of traffic on a main artery such as US 1. Depending on the type of truck used, entrances to some of the plants could require maneuvering of the vehicle in such a way that traffic on US 1 could be blocked or significantly impeded. Our question is: Does the City of Marathon have an exemption to these ordinances or would it be necessary for the successful vendor to make sure that they are using a vehicle that could enter the plant without blocking or impeding traffic in any manner?

A 8. No. & Yes.

Bidder Acknowledge with Submittal (Print Firm Name) Allied Universal Corporation



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

Rebid CHEMICAL DELIVERY TO CITY WASTEWATER FACILITIES ADDENDUM NO. 1

9/27/2013

Notice to All Proposers: The Following Addendum Is Intended To Respond To Questions Provided As
"Requests For Information." (Q denotes question and A denotes answer)

1. Please note that the Bid Due Date will remain the same.
2. Page 24 – Independent Sample Testing for Products
Revised to read: Each prospective Bidder shall provide a copy of test results processed within the last ~~90~~ 180 days...

Bidder Acknowledge with Submittal (Print Firm Name) Allied Universal Corporation



CITY OF MARATHON
FLORIDA

INVITATION TO BID
FOR
REBID CHEMICAL DELIVERY TO
CITY WASTEWATER FACILITIES

SEPTEMBER 2013

SECTION 1
INSTRUCTIONS TO RESPONDENTS

- 1.01. SEALED BIDS- Sealed bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

Date: October 10, 2013
Time: 3:00 p.m.
Place: City Hall

- 1.02. DEFINITION OF TERMS- Certain terms used in these documents are defined as follows:

Bid\Bid Response	The bid documents submitted by the Respondent.
Respondent	Any Person, firm or corporation submitting a bid for the Work covered by these specifications, or his duly authorized representative.
City	The City Council of the City of Marathon or the City Manager, if applicable.
Contractor	The person, firm or corporation with whom the City has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Respondent	Any person, firm, or corporation submitting a Bid for the Work who maintains a permanent place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract with the City.
Responsive Proposal	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any work items, unless alternatives are requested in the specifications. The services required by the Contract Documents.

Work

All labor, materials, supplies, supervision, equipment, and incidentals, required for the furnishing and delivery of the chemicals as specified herein.

- 1.03. DELIVERY OF BIDS- All Bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Respondent and his address clearly marked:

“Re Bid - Chemical Delivery to Wastewater Facilities”

Due Date: October 10, 2013

Time: 3:00 p.m.

Place: City Hall

addressed to: City Clerk
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

All Bids must be received by the City no later than 3:00 p.m. on October 10, 2013.

- 1.04. BID GUARANTY- ~~Not required. A certified or cashier's check drawn on a national or state bank, or bid bond, in a sum not less than one percent (1%) of the total amount of the Bid, shall accompany each Bid as a guarantee that the Respondent will, if award is made, execute a Contract to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A rating or better under Best's Guidelines, made payable to: The City of Marathon.~~
- 1.05. BID FORMS - The Respondent shall submit one (1) TIFF file on CD, one (1) original and two (2) copies of the Bid. The Respondent shall fill in all the blank spaces completely for each unit item for which a Bid is tendered. The Respondent shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Bid Form; 2) Certificate or Evidence of Insurance; 3) ~~Bid Guarantee~~; 4) Qualifications Statement; 5) any addenda; and 6) a Corporate Resolution evidencing Authorization to Submit Bid, if applicable.
- 1.06. SIGNATURE ON BID - The Respondent shall sign the Bid as follows: If the bid is made by an individual, the Respondent's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The bid shall bear the seal of the corporation attested by the secretary. Anyone signing the bid as agent shall include in the bid legal evidence of his/her authority to do so.

- 1.07. FAMILIARITY WITH LAWS- The Respondent is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.
- 1.08. QUALIFICATION OF RESPONDENTS - Each Respondent shall submit a completed Qualification Statement utilizing the form attached as Exhibit "A" in Section 5 of the bid package.
- 1.09. RIGHT TO REJECT BIDS - The City reserves the right to reject any and all Bids, with or without cause, and to waive technical errors and informalities.
- 1.10. AWARD OF CONTRACT-
- 1.10.1. The Award of the contract will be to one or more Responsive and Responsible Respondent(s), whose qualifications indicate the Award will be in the best interest of the City and whose Bid(s) complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Respondent(s) and the City is satisfied that the Respondent(s) are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.
- 1.10.2. If the City accepts a Bid, the City will provide a written notice of award to the successful Respondent.
- 1.10.3. If the successful Respondent to whom a contract is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the City may, at the City's sole option, award the contract to the next ranked Responsive and Responsible Respondent or reject all Bids or re-advertise the Work.
- 1.10.4. The City may award the Work to one or more Respondents, if the City determines that the needs of the City would be best served by more than one contractor. The City may elect more than one Respondent in the form of continuing service agreements, whereby the City may assign work to each Respondent from time to time. The City may also elect to award the contract in parts.
- 1.10.5 The City's local preference ordinance, Ordinance No. 2009-01, an excerpt of which is attached as Exhibit "B", shall be used in determination of unit prices.
- 1.11. RETURN OF THE BID GUARANTY- ~~All Bid Guarantees of unsuccessful Respondents will be returned after the contracts are awarded and executed.~~
- 1.12. EXECUTION OF CONTRACT- The successful Respondent(s) shall, within ten (10) days of receipt of a written notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and bonds.

- 1.13. FAILURE TO EXECUTE THE CONTRACT- The failure of the successful Respondent(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Respondent agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Respondent will be retained by the City, not as a forfeiture or a penalty, but as liquidated damages.
- 1.14. TIME AND AWARD- The Respondent agrees to abide by the unit prices quoted in the Bid for 120 days from the date of bid opening.
- 1.15. INTERPRETATION AND CLARIFICATION- All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to Project Manager:

Zully Hemeyer, Utilities Manager
9805 Overseas Highway,
Marathon, Florida 33050
Telephone: (305) 289-5009
Facsimile: (305) 289-4123
Email: hemeyerz@ci.marathon.fl.us and copy to: londond@ci.marathon.fl.us

Interpretation or Clarifications considered necessary by the City in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by City as having received the Bid Documents. Written questions must be received no less than seven (7) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

- 1.16. BID MODIFICATIONS- No modifications shall be submitted by Respondent or accepted by the City.
- 1.17. WITHDRAWAL OF A BID- A Respondent may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened.
- 1.18. OPENING OF BIDS- Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Bids. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Respondents or their authorized agents are invited to be present at the bid opening.
- 1.19. PUBLIC ENTITY CRIMES ACT- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with a public entity for the construction or repair of a public building or

public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

- 1.20. CITY LICENSES PERMITS AND FEES- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a contractor will have to pay the City before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work as part of the contract are as follows:

[A City of Marathon registration will be required.]

Licenses, permits, and fees which may be required by Monroe County or any State or Federal entities are not included in the above list.

- 1.21. INSURANCE. The Respondent shall be required to provide and maintain insurance coverage of such types and amounts as specified in Section 2.11 of the Contracts. Following award of bid, the Respondent shall provide Certificates of Insurance.

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SECTION 2
CONTRACT FOR
CHEMICAL DELIVERY TO WASTEWATER FACILITIES

THIS CONTRACT is made this _____ day of _____, 2013 by and between the City of Marathon, Florida (the "City") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 2.1. SCOPE OF WORK- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included in Section 4 of this bid package.
- 2.2. COMPENSATION/PAYMENT-
 - 2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 2.2.2. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
 - 2.2.3. The Contractor shall be compensated at the unit prices specified in Exhibit A based upon the actual Work completed for the month.
- 2.3. TERM- This Contract shall be effective upon execution by both parties and shall continue for (3) three years through _____ (date). The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for an additional term of two (2) one (1) year periods. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than 60 days prior to the date of termination.
- 2.4. CONTRACTOR'S DUTY TO INSPECT- The Contractor has carefully examined the described the areas for the Work contemplated in Section 4 and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.
- 2.5. NON-WAIVER- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.
- 2.6. PROTECTION OF PROPERTY AND THE PUBLIC- The Contractor shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or delivery operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced.

2.7. INDEMNIFICATION-

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Contract.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. CONTRACT DOCUMENTS- The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Bid Documents;
Scope of Work/Specifications;
Qualification Statement;
Insurance Certificates; and
Bonds.

2.9. CONTRACTOR'S EMPLOYEES-

2.9.1. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.2. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

2.9.3. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

2.9.4. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.10. VEHICLES AND EQUIPMENT- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.11. INSURANCE- The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and

have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

INSURANCE REQUIREMENTS - STATUTORY LIMIT

Commercial General Liability – Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Worker's Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract to apply to all owners, officers and employees regardless of the number of employees. Worker's Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employer's liability will have minimum limits of:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease policy limit

Business Auto Liability – Coverage shall apply to all owned, hired and non-owned vehicles used with limits of:

- \$1,000,000 combined single limit

Pollution Liability – Covering a transporter moving hazardous products or waste as cargo with minimum limits of:

- \$1,000,000 bodily injury/property damage, cleanup including wrongful delivery

2.11.1 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

2.11.2 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

2.11.3 Certificate of Insurance: Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

2.11.4 Additional Insured - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

2.11.5 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

2.12. ASSIGNMENT AND AMENDMENT- No assignment by the Contractor of this contract or any part of it; or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager. This Contract may only be amended by the parties with the same formalities as this Contract.

2.13. TERMINATION

2.13.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

2.14. CHOICE OF LAW- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

2.15. ATTORNEY'S FEES- . If either the City or Contractor is required to enforce the terms of the contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

2.16. ACCESS TO PUBLIC RECORDS- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

2.17. INSPECTION AND AUDIT- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

2.18. SEVERABILITY- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

2.19. WAIVER OF JURY TRIAL - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

2.20. COUNTERPARTS- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

2.21. NOTICES- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

For City:

Gray Robinson, Attorneys At Law
John Herin, City Attorney
401 East Las Olas Blvd, Suite 1850
Fort Lauderdale, FL 33301
Telephone: (954) 761-7500
Facsimile: (954) 761-8112

For Contractor:

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
Roger T. Fernstadt, City Manager

By: _____
City Attorney

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

Signed, sealed and witnessed in the
presence of:

As to Contractor:

By: _____

By: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Respondent further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Respondent agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Respondent to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Respondents.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Respondent agrees that in no event shall compensation paid to the Respondent under the contract exceed the dollar amount of the Respondent's bid amount, as set forth in the attached Bid Form, attached as Exhibit "A".

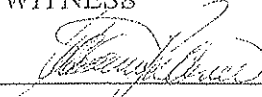
It is intended that all Work to be performed under this Bid shall commence upon Notice to Proceed with the Work issued by the City.


In no event shall City be obligated to pay for work not performed or materials not furnished.

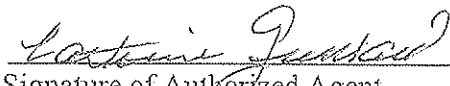
Respondent's Certificate of Competency No. N/A

Respondent's Occupational License No. 000628-8

WITNESS





By: 

Signature of Authorized Agent
Catherine Guilmarmod
Executive Administrator

(SEAL)

SECTION 4
SCOPE OF WORK / SPECIFICATIONS

PURPOSE –

The purpose of this Invitation to Bid (ITB) is to select a qualified Contractor for a three (3) year term contract for fixed unit prices for the bulk delivery, including transportation and dispensing, of certain chemicals to the City's five (5) Wastewater Treatment facilities, as per the schedule designated by the City of Marathon Utilities Department.

The City will consider contracts for one or more chemical suppliers depending on pricing and delivery capabilities. The Contract, on the same terms and conditions, may be extended for an additional term of two (2) - one (1) year periods.

SCOPE OF WORK –

The City is requesting competitive bids from qualified vendors to furnish and provide bulk delivery of certain chemicals to the City's five (5) Wastewater Facilities. The Scope of Work consists of all labor, materials, supplies, supervision, equipment, and incidentals, required for the furnishing and delivery of the chemicals as specified herein. The Work also includes an independent lab report of chemical consistency, as requested by the City. Bidders do not need to quote on all chemicals in order to be considered for award; however, each chemical has its own specific requirements which vary by location (delivery times and method, etc.) with which the awarded supplier must comply.

TECHNICAL SPECIFICATIONS –

The following Scope of Work includes but is not necessarily limited to the items noted herein. This listing is intended to provide clarification and is not intended to be a complete listing of the responsibilities of the Work. All Work shall be coordinated with the City's representatives.

Pricing

As a municipal corporation, the City is tax exempt. Sales tax shall not be included in Bid. Bids provided shall include amount to furnish and deliver each individual chemical. All deliveries of chemicals shall be freight prepaid, F.O.B. to each City of Marathon facility. All deliveries should be made with the Bidders vehicles and personnel.

Unit Prices shall be provided on the Bid Form provided (Exhibit A). 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 "Bid Amount"). Surcharges (i.e. fuel surcharges, restocking fees, etc) shall NOT be allowed to be added to invoices as an additional line item.

If the parties agree to renew the agreement, the City may consider a price increase/decrease in either of the renewal years based on verifiable changes in the marketplace. Any changes in price shall be supported by industry data such as PPI (Producer Price Index) for the appropriate product.

Delivery Locations:

It is the responsibility of each Bidder to inspect the Delivery Locations prior to bidding in order to determine if their delivery vehicles are capable of making all of the required deliveries. Some of the locations have smaller tanks located in tight situations where it is necessary to stretch hoses considerable distances in order to complete the delivery. The delivery vehicle must be able to fulfill the delivery while located completely within the City's wastewater facility.

Every effort will be made to coordinate split deliveries to multiple locations, when possible; however, Bidder must note the minimum delivery requirement for each item and be prepared to deliver this quantity to any individual facility when required to at no additional cost.

Delivery locations are subject to deletions or additions as necessary. There are currently five (5) wastewater treatment facilities and one (1) vacuum station in the City of Marathon. The City's wastewater facilities within the City of Marathon are located at the following locations with the following tank requirements:

- 1) A3 WWTP 4095 Overseas Highway location delivery requirement:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 250 gallon tank for Aluminum Sulfate
 - b. 500 gallon tank for Glycerin
 - c. 850 gallon tank for Sodium Hypochlorite
 - d. 350 gallon tank for Sodium Hydroxide

- 2) A4 WWTP 140 Sombrero Beach Road location delivery requirement:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 850 gallon tank for Aluminum Sulfate
 - b. 850 gallon tank for Glycerin
 - c. 2000 gallon tank for Sodium Hypochlorite
 - d. 500 gallon tank for Sodium Hydroxide

- 3) A5 WWTP 10685 Overseas Highway location delivery requirement:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 850 gallon tank for Aluminum Sulfate
 - b. 200 gallon tank for Glycerin
 - c. 2000 gallon tank for Sodium Hypochlorite
 - d. 2000 gallon tank for Sodium Hydroxide

- 4) A6 WWTP 100 Avenue I:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 300 gallon tank for Aluminum Sulfate
 - b. 300 gallon tank for Glycerin

- c. 850 gallon tank for Sodium Hypochlorite
 - d. 500 gallon tank for Sodium Hydroxide
- 5) A7 WWTP 59255 Overseas Highway:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
- a. 400 gallon tank for Aluminum Sulfate
 - b. 300 gallon tank for Glycerin
 - c. 850 gallon tank for Sodium Hypochlorite
 - d. 550 gallon tank for Sodium Hydroxide

The annual chemical usages provided herein are estimates only and the City shall not be bound by these estimates in any contract with Bidder for the delivery locations.

Standard Chemical Delivery:

Standard delivery of chemical product shall be within three (3) days of the order request. The standard schedule for chemical delivery specified on the Bid Form will be every two weeks or more frequently, as required by the City, to one or more of its facility locations. The City reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

The City reserves the right to add or delete delivery sites within the City's corporate limits at its discretion at any time throughout the term of this contract.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00am and 2:00pm. Requests to deviate from this schedule must be confirmed with the Utility Department 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. All deliveries will be supervised by City's utility personnel; therefore, it is necessary to coordinate with the City's utility personnel so driver can gain access to the facility which will otherwise be closed. All delivery personnel must have company cell phones to facilitate communications.

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. All shipments shall bear appropriate warning labels as specified by Florida Department of Transportation regulations and freight requirements.

For bulk deliveries only, the Bidder shall be responsible for dispensing/ pumping all chemical deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, pumps, etc. required to safely and efficiently off load the chemicals. The Bidder shall have sole responsibility for ensuring compatibility with the City's unloading equipment and piping system. Bidder 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. Delivery shall be made in bulk trucks equipped to accurately transfer bulk chemicals to the City's facilities.

The Bidder shall be responsible for any spills resulting from the failure of its 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 City (or designated representative) reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

Tanks provided by the Bidder shall be clean and free of residue that may contaminate the Bidder's product or impede the unloading process. It is the Bidder'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 Bidder and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Bidder shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Bidder shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Bidder and deducted from any amount due to the Bidder. If the City of Marathon's unloading equipment such as pipe, valves or level indication should fail and the spillage is not the fault of the Bidder, then the Bidder shall be relieved of cleanup of the spill.

For deliveries requiring a forklift, Bidder 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.

All delivery vehicle drivers shall be U.S. Citizens and always display a company identification card. Drivers shall have a proper commercial driver's license with a Hazardous Material endorsement and shall furnish their driver's license whenever asked by City of Marathon during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Bidder's supply agreement. All personnel making deliveries must wear the appropriate personal protective equipment (PPE) as required by the MSDS for the chemical transported and delivered.

The City reserves the right to refuse delivery if that delivery is not in the proper timeframe; the Contractor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment. Delivery shipments shall be rejected which fail to meet any of the requirements of any of these specifications. In the event a delivery shipment is rejected, upon notification to the Bidder that the shipment is rejected, they 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 specifications within the specified time period will constitute failure to comply with the delivery requirements set forth in this document and may result in the City obtaining the required product from another supplier under Contract by the City, at the City's discretion.

Emergency Chemical Delivery:

Every effort will be made by the City to avoid emergency deliveries. However, when circumstances arise that require an emergency delivery in order to keep the facilities within compliance, the Bidder shall make every effort to respond within the requested time frame. At a minimum, replacement chemicals shall be delivered within 12 hours of the emergency request at

no additional cost to the City. All unit price Bid Amounts include delivery and shall also apply to Emergency Chemical Deliveries.

Product Material Requirements (Items as per Bid Form):

1. Sodium Hydroxide (Caustic Soda) – 50% Aqueous Solution
Price: Per Gallon.
Minimum Delivery: 250 gallons
Estimated Annual Usage: 15,000 gallons
Special Delivery Requirements: None
Description: Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B501-08.
Physical Properties: The 50% Product shall have a SPG of 1.52-1.54.

2. Calcium Hypochlorite, Granular
Price: Per Pound.
Minimum Delivery: One 100 lb.
Estimated Annual Usage: 2,000 pounds
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly with lift gate for smaller quantities.
Description: A granular white substance that is soluble in water. Must be Commercial Grade, ANSI/NSF-60 approved for use in potable water and certified to meet AWWA Standard B300-10.
Physical Properties: Granular, white substance which contains 65% available chlorine by weight.

3. Calcium Hypochlorite, Tablet
Price: Per Pound.
Minimum Delivery: Two 50 lb.
Estimated Annual Usage: 2,000 pounds
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly for smaller quantities.
Description: A 2 5/8" white tablet that is soluble in water. Must be Commercial Grade, ANSI/NSF-60 approved for use in potable water and certified to meet AWWA Standard B300-10.
Physical Properties: White tablets which contains 65% available chlorine by weight.

4. Aluminum Sulfate – 20-48.5% Aqueous Solution
Price: Per Gallon.
Minimum Delivery: 100 gallons
Estimated Annual Usage: 30,000 gallons
Special Delivery Requirements: Bidder shall furnish and install an appropriate sized tank as part of their chemical supply at no cost to the City of Marathon.
Description: Must be Commercial Grade, 20-48.5% by weight Liquid Solution (17% by weight on a dry ton basis). Must comply with ANSI/AWWA Standard B403-09.
Physical Properties: Clear, light green or amber odorless liquid with SPG of 1.32-1.34.

5. Glycerin – 70% Aqueous Solution
Price: Per Gallon.
Minimum Delivery: 100 gallon
Estimated Annual Usage: 28,000 gallons
Special Delivery Requirements: Bidder shall furnish and install an appropriate sized tank as part of their chemical supply at no cost to the City of Marathon.
Description: Light Brown liquid that is a 70% aqueous solution with minimum COD value of 1,000,000 mg/l. Solution shall contain only Glycerin and water with no other additives, such as molasses or other sugars.
Physical Properties: Light Brown liquid with SPG of 1.19-1.21.

6. Polymer – Aqueous Solution
Price: Per Gallon
Minimum Delivery: 55-gallon
Estimated Annual Usage: 1,375 gallons
Special Delivery Requirements: Bidder shall furnish returnable drums as part of their chemical supply at no cost to the City.
Description: Emulsion based polymer, 40-42% active
Physical Properties: White, gelatinous
Must be capable of thickening digester sludge to a 3-5% range. Product consistency shall not exceed active polymer required herein.

7. Hydrated Lime
Price: Per Pound
Minimum Delivery: Two 50 lb Bags
Estimated Annual Usage: 1,200 lbs
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly with lift gate for smaller quantities.
Description: A fine powder resulting from the hydration of quicklime. Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B202-07.
Physical Properties: Consists of calcium hydroxide or a mixture of calcium hydroxide and magnesium hydroxide; between 62% and 68% calcium oxide.

8. Potassium Permanganate – Granular
Price: Per Pound
Minimum Delivery: Two 50 lbs
Estimated Annual Usage: 100 pounds
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly for smaller quantities.
Description: Dark purple solid with metallic luster, odorless. Specific gravity is 2.7% at 20° C (68°F).

9. Sodium Hypochlorite (NaOCl) – Liquid 12.5 % Trade Percent

Price: Per Gallon.

Minimum Delivery: 250 gallons

Estimated Annual Usage: 50,000 gallons

Special Delivery Requirements: Bulk delivery.

Description: All sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

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

10. Safety (Safe Handling) Training/Technical Assistance

The Bidder shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all designated City of Marathon Utility personnel that meets the federal and state safety and right-to-know courses training, and shall be available to conduct “refresher” courses or new employee training at six (6) month intervals during the contract period. The Bidder may provide this assistance at no charge to the City of Marathon and enter as no charge on bid sheet.

11. Chemical System Equipment Repair Services

The Bidder must be capable of repairs to chemical tanks, flanged connections, valves, plumbing and chemical tank accessories. The Bidder must be able to provide qualified and experienced personnel for performance of these services. Bidder shall provide resumes for personnel or subcontractor providing the services listed on the Bid Form.

12. Spill Response Services

In the event of a chemical spill at one of the City's wastewater facilities that is not the fault of the Contractor, the City may require assistance and advice from the Bidder's Spill Response Consultant. There shall be no extra charges for the advice, but should the City ask for more extensive on-site assistance it is understood that this individual will be made available, but that additional fees may apply. Bidder shall attach resumes with the Bid describing the qualifications and experience for consultation services.

- a. Chemical Tank Pump Out: Minor assistance such as pumping out a tank and providing temporary holding tanks shall be provided by the Bidder and the price quoted on the Bid form.
- b. Hazmat/Chemical Cleanup Services: Bidder shall attach resumes and subcontractor qualifications with the Bid describing experience and services. This includes providing evidence of appropriate certifications and/or licenses for hazardous material handling.

It is the responsibility of the Bidder to inform the City of Marathon that the National Standards Foundation or United Laboratories certification has been revoked or lapsed within 24 hours of the time the Supplier / Contractor receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the Contract between City of Marathon and Supplier/ Contractor.

Independent Sample Testing for Products

Each prospective Bidder shall provide a copy of test results processed within the last 90 days for a 1500 ml "chilled" sample of their product representative of their manufacturing process to one of the approved testing laboratories listed below for analysis. The objective is to provide verification that products meet the Specifications provided herein. This requirement applies to Bid Form items 1, 4, 5, 6 and 9. The cost of the analysis shall be borne by Bidder. The results of the "Independent Sample Testing Product Analysis" shall be submitted following award of Bid of the Bidder's proposal by the City. All Sampling and Testing shall be in accordance with EPA and AWWA standards.

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

Novachem Laboratories Inc. (formerly Novatek) 5172 College Corner Pike Oxford, Ohio 45056-1004 Ph: 513-523-3605 / Fax: 513-523-4025	Thornton Laboratories Attn: Steve Thickett 1145 East Cass Street Tampa, Florida 33602 Ph: 813-223-9702 / Fax: 813-223-9332
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Material Safety Data Sheets

In accordance with Chapter 443, Florida Statutes, it is the Contractor's responsibility to provide the City of Marathon with Material Safety Data Sheets (MSDS) on quoted materials, as may apply to this procurement. Copies of each MSDS for chemicals bid shall be submitted upon City's request.

Occupational Health and Safety Requirements

Bidder must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Bidder 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. Bidder delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Bidder 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 Bidder delivery personnel to contain leaks and to report any and all spills.

Quality Assurance Sampling and Testing Prior to Unloading:

At the sole discretion of the City, the Bidder's delivery personnel (driver) may be asked to provide a sample of the chemical before the shipment is unloaded. The City will supply the sample container and the driver shall collect sample to provide to the City. The sample shall be considered representative of the lot.

The City 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 City 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 Bidder shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, the City of Marathon shall allow the Bidder to unload the shipment. In the event that the load is rejected, the Bidder shall have four (4) hours to supply another shipment. In the event that the Bidder is unable or unwilling to supply another shipment within this time period, the City of Marathon has the right to procure a shipment from another source.

Sampling and Test of Shipment After Unloading:

The City of Marathon reserves the right to subject samples of any delivered chemical to complete analyses to ensure that it meets the Specification.

Clean Tank Guarantee:

At any time during the performance of this Agreement, if the City of Marathon has any sort of sludge or other impurity build-up in any of its chemical tanks, the Bidder shall cleanout the tank at no charge to the City of Marathon within seven (7) days, unless such timeframe is extended by the City of Marathon. The cleanout should be done in a manner so that it is done safely with no interruption of operations to the affected plant and the contents disposed with current regulations on disposal of hazardous wastes. The Bidder shall submit a procedure to the City of Marathon for approval prior to this work being completed. The determination of whether there is such sludge or impurity buildup in the tanks will be at the sole discretion of the City of Marathon. When the tank has been properly cleaned, the Bidder shall refill the tank with clean, fresh product at no cost to the City of Marathon. Failure of the Bidder to clean out the tank and replace the affected product within seven (7) days after being served notice (or within any extension of this timeframe specified

by the City of Marathon) shall be cause for termination of the supply contract between the City of Marathon and the Bidder.

Emergency Plan of Action

Within 30 days of award and acceptance of the contract for the supply of any chemical, the Contractor shall supply in writing, an Emergency Spill Response Plan with appropriate emergency response personnel names and telephone contact numbers. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold the City of Marathon harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of the City.

Natural Disasters

The City requires that the awarded Bidder provide a contact name and phone number which will afford the City to access for 24-hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

The City further reserves the right to purchase any and all chemical products or services listed in this Bid Request from other awarded Contractors in an emergency situation as determined by the City.

In the event of recovery required in the aftermath of a hurricane or other such natural disaster, the City may require specialized services as outlined in the Bid Form. These services would be pre-authorized and all pertinent local, state and federal requirements, would be applicable to the Work and subsequent invoicing. The Work provided shall conform with the Emergency Plan of Action, Spill Response Plan and be performed in accordance with local, state and Federal requirements.

Warranty, Maintenance Service and Support

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this Bid, the Contractor shall pick up the product from the City at no expense to the City. Also, the Contractor shall refund to the City any payments which have been made for same. The Contractor will be responsible for attorney fees in the event the supplier defaults and court action is required.

SECTION 5

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

See Attached

2. The address of the principal place of business is:

3901 NW 115 Ave.
Miami, FL 33178

3. Company telephone number:

305-888-2623

4. Number of employees:

289

5. Number of employees assigned to this project:

40

6. Company Identification numbers for the Internal Revenue Service:

59 0776285

7. Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date

N/A

8. How many years has your organization been in business as a Chemical Supplier?

58 years

9. What is the last project engagement of this nature that you have serviced?

See attached references

10. Have you ever failed to complete any work awarded to you? If so, where and why?

See attached City of Stuart

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

12.1. Miami Dade W & S 700 W. 2nd Ave., Hialeah, FL Tom Segars 786-229-0701
(name) (address) (phone #)

12.2. Manatee County 17915 Waterline Rd. Bruce MacLeod 941-746-3020
(name) (address) Bradenton, FL (phone #)

12.3. City New Port Richey 4730 N. Main Street Roger Goodwin 727-841-4568
(name) (address) New Port Richey (phone #)

13. List the following information concerning all contracts in progress as of the date of submission of this Bid. (In case of co-venture, list the information for all co-ventures.)

(Continue list on insert sheet, if necessary.)

See attached references

14. Has the Respondent or his or her representative inspected the City and does the Respondent have a complete plan for its performance?

Yes

15. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

We do not use sub contractors

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

16. What equipment do you own that is available for the work?

80 Tankers
84 Tractors

17. What equipment will you purchase for the proposed work?

None

18. What equipment will you rent for the proposed work?

None

19. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

Jaimie Johnson - 7 years experience

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names

Allied Universal Corporation
3901 NW 115 Ave., Miami, FL 33178

of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

20.1 The correct name of the Respondent is:

Allied Universal Corporation

20.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

20.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

James Palmer - President - CEO

Ron Rubin - Vice President

20.4 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers.

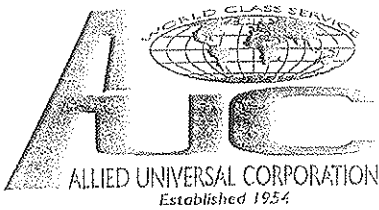
Transportation Services Unlimited

20.5 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

20.6 List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

None



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

October 7, 2013

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 7 delivery locations; Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Jacksonville, FL Terminal, Brunswick and Ranger, GA and Ellisville, MS. We package Gas Chlorine in all locations, except Ft. Pierce and Jacksonville and manufacture Sodium Hypochlorite, in all of our locations, except our Jacksonville Terminal and have serviced Utilities and Municipalities, in 22 states, for over 59 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

All Sodium Hypochlorite and Sodium Hydroxide deliveries for the City of Marathon will be made by our affiliate company, Transportation Services Unlimited.

Allied Universal has a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people. Allied also has specially trained employees dedicated to making repairs to chemical tanks.

If you have any questions or concerns on any of this information, please contact Catherine Guillarmod, Executive Administrator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 104; Fax, (305) 463-8369; E-Mail, cathieg@allieduniversal.com

/cg

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9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

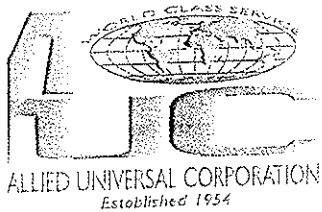
5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93 Street
Miami, Florida 33166

204 SCM Road
Brunswick, GA 31525

1405 Possum Hollow Road
Ranger, GA 30734

2100 Port Road
West Memphis, AR 72301



3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623 office
 305-463-8369 fax

Qualification Statements # 9 & 13 (AUC 2)

REFERENCES
 SODIUM HYPOCHLORITE

MIAMI DADE WATER & SEWER
 VIRGINIA KEY
 MIAMI, FL
 TOM SEGARS
 (786) 552-4721
 (786) 229-0701/CELL

BREVARD COUNTY
 (321) 633-2093
 WAYNE PACE
 WATER/WASTEWATER
 MANAGER

CITY OF HOLLYWOOD
 3441 HOLLYWOOD BLVD.
 HOLLYWOOD, FL
 (954) 967-4230
 TAYLOR "BUD" CALHOON
 WATER PLANT MANAGER

CITY OF COOPER CITY
 11791 S.W. 49 STREET
 COOPER CITY, FL
 GEORGE GARBA
 (954) 680-1445

NEW PORT RICHEY WWTP
 4730 MAIN ST.
 NEW PORT RICHEY, FL 34652
 (727) 841-4568
 ROGER GOODWIN

CITY OF FT. MYERS
 FT. MYERS, FL
 MARTY
 (239) 321-7652

CITY OF SUNRISE
 14100 SW 8 ST.
 SUNRISE, FL 33325
 DOUG KERWIN, CHIEF OPERATOR
 (954) 846-7400

MANATEE COUNTY WTP
 17915 WATERLINE ROAD
 BRADENTON, FL 34212
 (941) 746-3020
 BRUCE MACLEOD

CITY OF NORTH MIAMI
 12098 NW 11 AVENUE
 NORTH MIAMI, FL
 (305) 953-2854
 JOSEPH ARENA

COLLIER COUNTY
 WARREN STREET
 NAPLES, FL
 DALE WALLER
 (239) 252-6886

PINELLAS COUNTY
 KELLER PLANT
 3655 KELLER CIRCLE
 TARPON SPRINGS, FL 34688
 (727) 453-6992
 LAURENCE TREPANY

BREVARD COUNTY
 (321) 633-2093
 WAYNE PACE,
 WATER & WASTE WATER MGR.

INDIAN RIVER COUNTY
 (772) 226-3404
 TERRY SOUTHWARD
 WATER & WASTEWATER

CITY OF APOPKA
 748 E. CLEVELAND ST.
 APOPKA, FL 32703
 (407) 703-1748.
 KEVIN BURGESS

CITY OF LAKE WORTH
 LAKE WORTH, FL
 (561) 586-1708
 DOUG LOVELACE

CITY OF MIRAMAR
 4101 SW 136 AVE.
 MIRAMAR, FL 33027
 (954) 438-1228
 BILL KNEE, CHIEF OPERATOR

CITY OF CLERMONT
 3335 HANCOCK ROAD
 CLERMONT, FL 34711
 (352) 241-0176
 BOB REED, OPERATIONS SUPERVISOR

CITY OF TITUSVILLE
 (321) 383-5642
 MATT HIXON
 WASTE WATER SUPERINTENDENT

ORANGE COUNTY UTILITIES
 WATER DIVISION
 9100 E. CURRY FORD RD.
 ORLANDO, FL 32825
 (407) 254-9850
 GARY FRAMO

CITY OF FT. LAUDERDALE
 4321 N.W. 9TH AVENUE
 FT. LAUDERDALE, FL
 (954) 828-7865
 RICK JOHNSON, CHIEF OPERATOR

CITY ORMOND BEACH
 (386) 676-3568
 MIKE DUNN
 OPERATIONS MANAGER

CITY OF BOCA RATON
 1301 W. GLADES RD.
 BOCA RATON, FL
 (561) 338-7322
 NORM WELLINGS

CITY OF HALLANDALE BEACH
 630 N.W. 2ND STREET
 HALLANDALE BEACH, FL
 (954) 457-1610
 HAL ELSASSER, CHIEF OPERATOR

CITY OF PALATKA
 (386) 329-0144
 MELVIN REGISTER
 WATER PLANT SUPERINTENDENT

CITY OF ORLANDO
 WATER CONSERVE 1
 11401 BOGGY CREEK RD.
 ORLANDO, FL 32824
 (407) 832-2689
 DON PROSCIA

* CONTACT INFORMATION TO PULL SAMPLE FOR SODIUM HYPOCHLORITE

01712

3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623

9501 Rangeline Road
 Ft. Pierce, Florida 34987
 772-464-6195

30 Neil Gunn Drive
 Ellisville, MS 39437
 601-477-2550

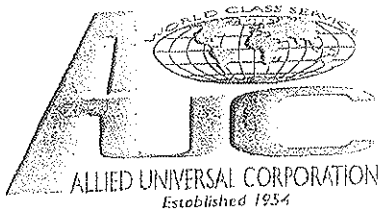
5215 W. Tyson Avenue
 Tampa, Florida 33611
 813-832-4868

8350 NW 115 Avenue
 Miami, Florida 33166

204 SCM Road
 Brunswick, GA 31525
 912-267-9470

1405 Possum Hollow Road
 Ranger, GA 30734
 706-334-7377

2100 Port Road
 West Memphis, AR 72301
 870-732-3107



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Qualification Statement #10 (AUC 3) - (1of2)

February 2013

The following bleach bids were cancelled early, in the past 5 years:

City of Stuart (September 2010)

Catherine Guillarmod
Executive Administrator

/cg

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City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

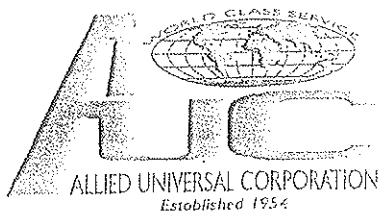
After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25th 2010 but on the first delivery, under the renewed contract on September the 10th, they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9th Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22nd, Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25th 2010?
If in fact they had a problem on the load September 10th why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision



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Qualification Statement #20.7 (AUC 4)

May 2012

The following is a list of all environmental penalties levied against Allied Universal Corporation in the past five (5) years, including how Allied has resolved the matter with the noted government entity:

- 1) Fort Pierce & Doral, Florida, Ranger, Georgia (December 2011) – US Environmental Protection Agency (EPA) Consent Order and Final Agreement (CAFO), Toxic Substances Control Act (TSCA). Allied failed to submit the 2006 IUR for sodium bisulfite manufacturing (previously excluded from reporting requirements, but due to a revision in the TSCA regulation in 2005, included as of 2006). For importing of a specific chemical, Allied, as well as the Allied chemical supplier, did not make a positive or negative TSCA certification statement to US Customs on the import paperwork. Allied corrected both over sites, submitting the 2006 IUR data for sodium bisulfite and demanding in purchasing agreements that any TSCA listed chemical supplied from outside of the United States, the Allied supplier is required to make the TSCA certification statement. EPA accepted both corrective actions, and Allied paid of \$40,230 fine.
- 2) Fort Pierce, Florida (June 2010) – Florida Department of Environmental Protection (DEP) Settlement Agreement, Hazardous Waste. Due to corrosive spills and releases to the land due to more than two decades of facility operations, the groundwater at the facility was impacted. As part of the settlement agreement, Allied paid a \$22,500 fine, is paying an ongoing annual DEP maintenance fee of \$2000, has performed extensive groundwater assessment/remediation and has proposed/implementing a significant pollution prevention project approved by DEP at the facility. This is in addition to other actions/upgrades taken by Allied over the past five years to improve equipment and containments to prevent/mitigate accidental spills and releases of any corrosive material.
- 3) West Memphis, Arkansas (November 2010) – US Environmental Protection Agency (EPA) Notice of Violation, Risk Management Program. Population estimate determined by contractor for worst case release scenario in Risk Management Plan was incorrect. Process Hazard Analysis and Maintenance documentation missing during audit. Allied corporate provided missing documentation to the facility during the inspection, and conducted another population estimate using Landview. EPA accepted the corrective actions, and Allied paid a \$450 fine. Allied has now terminated the West Memphis operation, plant closed during the first quarter 2012 and delisted from the Risk Management Program.

Catherine Guillarmod
Executive Administrator

/cg

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Brunswick, GA 31525
912-262-8420

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

EXHIBIT "A" – BID FORM

(Bidder should consider all SECTION 4 requirements in item prices bid)

A	B	C	D	E	F
Item	Description	Unit of Measure	Price Per Unit (includes delivery)	Estimated Annual Usage	Bid Amount (column D times Column E)
1	Sodium Hydroxide (Caustic Soda), Liquid	Per Gallon	\$2.79	15000	\$ 41,850.00
2	Calcium Hypochlorite, Granular	Per Pound	NO BID	2000	\$
3	Calcium Hypochlorite, Tablets	Per Pound	NO BID	2000	\$
4	Aluminum Sulfate, Liquid	Per Gallon	NO BID	30000	\$
5	Glycerine, Liquid	Per Gallon	NO BID	28000	\$
6	Polymer, Liquid	Per Gallon	NO BID	1375	\$
7	Hydrated Lime	Per Pound	NO BID	1200	\$
8	Potassium Permanganate, Granular	Per Pound	NO BID	100	\$
9	Sodium Hypochlorite (NaOCl) – Liquid 12.5 Trade Percent	Per Gallon	\$.89	50000	44,500.00
				Grand Total	\$ 86,350.00

Provide rates for the following items (not basis of award):

Item	Description	Unit of Measure	Price
10	Safety Training/Technical Assistance, on-site	Hourly Rate including travel	\$ N/C
11	Chemical System Equipment Repair services	Hourly Rate including travel	\$ *
12	Spill Response Services, includes consultation	Hourly Rate including travel	\$ **
12a	Chemical Tank Pump Out	Per Gallon	\$ 150.00/Hour
12b	Hazmat/Chemical Cleanup Services	Hourly Rate including travel	\$ Not Licensed to do

* \$50.00/hour, per person for labor services, plus materials and \$.50/mile, roundtrip from Allied's closest facility doing the repair work needed.

** Allied caused spill N/C, customer caused spill, not our responsibility. Page 32 of 33

EXHIBIT "B" - LOCAL PREFERENCE ORDINANCE 2009-01
EXCERPT

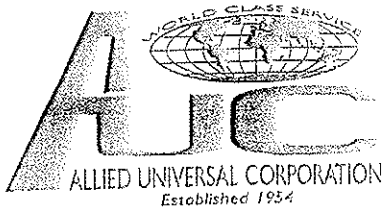
Reference: CHAPTER 2, ARTICLE VI, DIVISION 2 OF THE CODE OF THE CITY OF MARATHON

Section 2-169. Preference for Local Businesses.

- (a) Any Local Business that replies to a formal competitive sealed bid request shall receive a preference bonus of ten percent (10%) during the tabulation of the bid Proposal. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established Local Business bid amounts by 0.90. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the Local Business as the lowest qualified bidder, then the Local Business shall be awarded the bid at the original amount submitted.
- (b) Any Local Business that submits a proposal as part of a request for Proposal process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (c) Any Local Business that submits a proposal as part of a request for qualifications process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (d) If a local preference is to be employed as provided for by this Section, the invitation for bid documents, the request for qualifications documents, or the request for proposal documents shall set forth such local preference requirements.

Section 2-170. Applicability and Exemptions.

- (a) The local preference shall apply to the purchases of material, supplies, equipment, improvements or services in which the City either solicits competitive, sealed bids, issues a request for Proposal, or issues a request for qualifications.
- (b) The local preference provided for by this Chapter shall not be applied where application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract.
- (c) With regards to contracts for Professional Services, the provisions of this Chapter may be waived by the City Council. If the provisions of this Chapter are waived for a particular award, the Professional Services may be selected based on experience, skill, education, recommendations or any other qualifications the Council finds relevant.



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

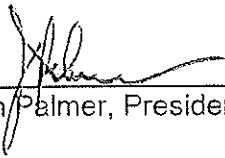
RESOLVED that Catherine Guillarmod, Executive Administrator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply of Chemicals to the City of Marathon

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 25th day of June 2013.

(Seal of Corporation)



Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

NovaChem

Laboratories, Inc

Date: 13 May 2013

Call for results over the phone
513-523-3605

Sample Analysis Results
Bid Sample
Received 8 May 2013

<u>Parameter</u>	<u>Bleach Rec'd</u> <u>5/8/2013</u>	
Wt% NaOCl	11.73	
Wt% Available Chlorine	11.17	
GPL Available Chlorine	130	
Trade %	13.0	
Wt% NaOH	0.336	
Calculated pH	13.4	
Wt% Na ₂ CO ₃	0.154	
Specific Gravity, g/mL	1.1666	
Filter Test (1,000 mL)	0 min 51 sec (Millipore 0.8 uM, type AWWP)	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	520	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.23	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signature: *B.P. Bubnis*

B.P. Bubnis

Date: 13 May 2013

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/21/2013

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Allied Universal Corp. 3901 Nw 115th Ave Miami FL 33178 USA	INSURER A: Commerce & Industry Ins Co 19410	
	INSURER B: AIG Specialty Insurance Company 26883	
	INSURER C: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570052030070** **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. **Limits shown are as requested**

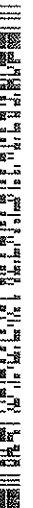
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL0936147	08/31/2013	08/31/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Compl/Coll Df			CA 0935918	08/31/2013	08/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			8860814	08/31/2013	08/31/2014	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC001591797	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	
B	Prof Legal Liab			PLC11787459	08/31/2013	08/31/2014	Aggregate \$40,000,000 Deductible \$50,000 Occurrence \$20,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Marathon is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Marathon 9805 Overseas Highway Marathon FL 33050 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>

Holder Identifier :

Certificate No : 570052030070



ALLIED UNIVERSAL CORPORATION

Headquarters: 3901 NW 115th Avenue, Miami, Florida 33178 Phone: (305) 888-2623

MATERIAL SAFETY DATA SHEET

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR § 1910.1200.

TODAY'S DATE: 06/18/10

MSDS NUMBER: 0001

24HR EMERGENCY CHEMICAL SPILL/RELEASE PHONE NUMBER: CHEMTREC 1-800-424-9300

SECTION 1 CHEMICAL PRODUCT/COMPANY IDENTIFICATION

Sodium Hypochlorite

Product Names: Aqua Guard Chlorinating Sanitizer, Aqua Guard Bleach, Liquid Chlorine Solution, Liquid Bleach, Hypochlorite, Hypo, Sodium Hypochlorite and Chlorine Bleach.

Listed Strengths: 10.5%, 12.5% and 15%

CAS Number: 7681-52-9

Date MSDS Revised: May 2010 (previous revision 11/08)

Product Use: swimming pool chlorinator, water treatment chemical, hard surface cleaner and other disinfectant and sanitizer uses, see product label for all approved uses & instructions

NSF Approval: Yes. Certified to NSF/ANSI Standard 60. Maximum use in Potable Water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

NSF Non-Food Compounds Approval: Yes

SECTION 2 HAZARD INGREDIENTS/IDENTITY INFORMATION

Hazardous Ingredient(s): % (w/w) as Sodium Hypochlorite: 10.5-15%

Exposure Standards: None established for Sodium Hypochlorite, as Chlorine exposure standards are:

PEL (OSHA): 1 ppm as Cl₂

STEL (OSHA): 3 ppm as Cl₂

TLV (ACGIH): 0.5 ppm as Cl₂

TWA (ACGIH): 0.5 ppm as Cl₂

WEEL (AIHA): 2 mg/m³, 15 minute TWA as Cl₂

STEL (ACGIH): 1 ppm as Cl₂

Emergency Overview: Causes serious eye damage. Causes burns to the skin and damage to the respiratory system. Do not breathe mist, vapors, or spray. Wash thoroughly after handling with soap and water. Wear appropriate personal protective equipment.

SECTION 3 PHYSICAL/CHEMICAL CHARACTERISTICS

Alternate Name(s):	Bleach
Chemical Name:	Sodium Hypochlorite
Molecular Formula:	Na-O-Cl
Form:	Liquid
Appearance:	Water clear to a slight greenish-yellow, or light yellow aqueous solution
Odor:	Characteristic bleach odor
pH:	11-14, dependent upon % weight as Sodium Hypochlorite
Vapor Pressure:	Not available
Vapor Density (Air=1):	Not available
Boiling Point:	Approximately 230° F (110° C)
Freezing Point:	14 F (8% w/w Cl ₂ solution), 7 F (10% w/w Cl ₂ solution), -3 F (12% w/w Cl ₂ solution)
Solubility (Water):	Completely miscible
Density:	9.69 lbs – 10.43 lbs per gallon, dependent upon % weight of Sodium Hypochlorite
Evaporation Rate:	Not Available
Specific Gravity:	1.16 – 1.25, dependent upon % weight of Sodium Hypochlorite
Molecular Weight:	74.5 g/mol

SECTION 4 STABILITY & REACTIVITY DATA

Chemical Stability	Stable <input checked="" type="checkbox"/>	Unstable <input type="checkbox"/>
Incompatibility (Conditions to Avoid): Stability decreases with heat and light exposure.		
Incompatibility (Materials to Avoid): May react violently with strong acids. Other incompatibles include strong caustics, ammonia, urea, reducing agents, organics, ether and oxidizable materials. Reaction with metals (nickel, iron, cobalt and copper) may produce oxygen gas, which supports combustion. May react with organohalogen compounds to form spontaneously combustible compounds. May react explosively with nitro- and chloro-organic compounds as well as acids and reducing agents. Acidification liberates chlorine gas.		
Hazardous Decomposition or Byproducts: Chlorine gas. Decomposes with heat (decomposition rate increases as it		

is needed) and reacts with acids. Hazardous gases/vapors produced are hypochlorous acid, chlorine and hydrochloric acid. Composition depends upon temperature and decrease in pH. Additional decomposition products, which depend on pH, temperature and time, are sodium chloride and chlorate, and oxygen.

No Mechanical Shock or Impact

No Static Discharge

Oxidizer: No if < or = 12.5% by weight

Hazardous Polymerization

May Occur

Will Not Occur

Note: Sodium Hypochlorite reacts violently with amines and ammonium salts. Solutions are reactive with common cleaning products such as toilet bowl cleaners, rust removers, vinegar, acids, organics and ammonia products to produce hazardous gases such as chlorine and other chlorinated species.

SECTION 8 POTENTIAL HEALTH EFFECTS AND FIRST AID INFORMATION

GENERAL: May cause immediate pain. Exposure to the skin may cause sensitization or other allergic responses. If the eye is not irrigated immediately after it has been exposed permanent eye damage may occur. Strict adherence to first aid measures following any exposure is essential.

ROUTE(S) OF ENTRY AND POTENTIAL HEALTH EFFECTS	EMERGENCY & FIRST AIDE PROCEDURES
INHALATION: Strong irritating to mucous membranes in the nose, throat and respiratory tract. Prolonged contact can cause chronic irritation, pulmonary edema and central nervous system depression. Repeated inhalation exposure may cause impairment of lung function and permanent lung damage.	If inhaled, move expose person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. If breathing is difficult, have trained person administer oxygen. Call a poison control center or medical physician for further treatment advice. Have the product label or MSDS with you when calling or going for medical treatment.
SKIN CONTACT: Prolonged and repeated exposure to dilute solutions often causes irritation, redness, pain and drying and cracking of the skin. Human evidence has indicated that an ingredient in this product can cause skin sensitization. Depending upon the concentration and how soon after exposure the skin is washed with water, skin contact may cause burns and tissue destruction.	If on skin or clothing, take off all contaminated clothing and rinse skin immediately with plenty of water for 15-20 minutes. If irritation persists, repeat flushing. Do not transport victim unless the recommended irrigation period is completed unless flushing can be continued during transport. Call a poison control center or medical physician for treatment advice. Have the product label or MSDS with you when calling or going for medical treatment.
EYE CONTACT: Strongly irritating to eyes. Exposure to vapor can cause tearing, conjunctivitis and burning of the eyes. Eye contact may cause a corneal injury. The severity of the effects depends on the concentration and how soon after exposure the eyes are washed with water. In severe exposure cases, glaucoma, cataracts and permanent blindness may occur.	If in eyes, hold eye open and rinse slowly and gently with plenty of water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye for 10-15 minutes. Do not transport victim until the recommended flushing period is completed unless irrigation can be continued during transport. Call a poison control center or medical physician for further treatment advice. Have the product label and/or MSDS with you when calling or going to medical treatment.
INGESTION: Corrosive. Can cause severe corrosion of and damage to the gastrointestinal tract (including mouth, throat, and esophagus). Exposure is characterized by nausea, vomiting, abdominal pain, diarrhea, bleeding, and/or tissue ulceration.	If swallowed, call poison control center or medical physician immediately for treatment advice. Have the product label or MSDS with you when calling or going for medical treatment. Have exposed person sip a glass of water if able to swallow, and dilute immediately by giving milk, melted ice cream, starch paste or antacids such as milk of magnesia. Avoid sodium bicarbonate because of carbon dioxide release. DO NOT INDUCE VOMITING, LAVAGE OR ACIDIC ANTIDOTES unless told to do so by poison control center or medical physician. DO NOT give anything by mouth to an unconscious person. If spontaneous vomiting occurs, have victim lean forward with head down to avoid breathing in of vomitus, rinse mouth and administer more water.

NOTE TO PHYSICIAN(S): Pre-existing medical conditions may be aggravated by exposures affecting target organs. There are no known chronic effects. Probable mucosal damage may contraindicate the use of gastric lavage. In addition to the alkalinity of this product, the continued generation of chlorine gas after ingestion can damage further the stomach mucous, depending on the amount ingested. Consideration may be given to removal of the product from the stomach, taking care to avoid perforation of esophagus or stomach. An ounce of 1% sodium thiosulfate or milk of magnesia is helpful.

SECTION 6 TOXICOLOGICAL DATA

ANIMAL DATA: Inhale LC50 – no data; Acute Dermal LD50 - 10,000 mg/kg in rabbits; Acute Oral LD50 - 8200 mg/kg in rats

SUMMARY: The concentrated solution is corrosive to skin, and a 5% solution is a severe eye irritant. Solutions containing more than 5% available chlorine is classified by DOT corrosive (please see section 10 of this MSDS). Carefully controlled sensitization studies on animals have not resulted in any reproductive positive findings. Standard sensitization patch tests in healthy human volunteers show no potential to induce contact sensitization. In tests using rats and mice, there was no evidence of carcinogenicity.

CARCINOGENICITY: None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as carcinogen or potential carcinogen.

NOTIFICATION: Sodium Hypochlorite has tested positive in aquatic test systems and negative in mammal test systems. These results are consistent with other germicides.

SECTION 7 ECOLOGICAL INFORMATION

The toxicity and corrosivity of this product is a function of concentration and the concentration's pH.

Freshwater Fish Toxicity:

- LC50 clupea harengus 0.033 - 0.097 mg/l/96 hr, flow through bioassay (pH: 8)
- LC50 cymatogaster aggregata 0.045 - 0.098 mg/l/96 hr, flow through bioassay (pH: 8)
- LC50 gasterosteus aculeatus 0.141 - 0.193 mg/l/96 hr, flow through bioassay (pH: 8)
- LC50 oncorhynchus gorbuscha 0.023 - 0.052 mg/l/96 hr, flow through bioassay (pH: 8)
- LC50 oncorhynchus kisutch 0.026 - 0.038 mg/l/96 hr, flow through bioassay (pH: 8)
- LC50 perophrys vetulus 0.044 - 0.144 mg/l/96 hr, flow through bioassay (pH: 8)
- LC50 pimphales promelas 0.22 - 0.62 mg/l/96 hr, flow through bioassay (pH: 7)

Invertebrate Toxicity:

- EC50 ceriodaphnia sp. 0.006 mg/l/24 hr
- EC50 daphnia magna 0.07 - 0.7 mg/l/24 hr
- EC50 daphnia magna 2.1mg/l/96 hr
- EC50 gammarus fasciatus 4 mg/l/96 hr
- EC50 nitocra spinipes 40 mg/l/96 hr
- EC50 palaemonetes pugio 52 mg/l/96 hr

Other Toxicity:

Algae:

- ErC50 dunaliella sp. 0.6 mg/l/24 hr
- ErC50 dunaliella tertiolecta 0.11 mg/l/24 hr
- ErC50 skeletonema costatum 0.095 mg/l/24 hr

FATE AND TRANSPORT:

- Biodegradation:** this material is inorganic and not subject to biodegradation.
- Persistence:** this material is believed not to persist in the environment.
- Bioconcentration:** this material is not expected to bioconcentrate in organisms.

ENVIRONMENTAL EFFECTS: Do not contaminate domestic or irrigation water supplies, lakes, streams, ponds, or rivers. May be an aesthetic nuisance due to color. Mammals and birds; exposed wildlife would be subject to skin irritation and burns due to the corrosive nature of this material.

SECTION 8 FIRE AND EXPLOSION HAZARD DATA

Flash Point: This product does not flash		Flammable Limits (Lower): Not Applicable	
Flammable Limits (Upper): Not Applicable		Auto Ignition Temperature: Not Applicable	
Decomposition Temperature: Not Applicable		Rate of Burning: Not Available	
Explosive Power: Not Available	Sensitivity to Mechanical Impact: Not expected to be sensitive to mechanical impact	Sensitivity to Static Discharge: Not expected to be sensitive to static discharge	
Fire and Explosion Hazards: This material is non-flammable but is decomposed by heat and light, causing a pressure build-up which could result in an explosion. When heated, it may release chlorine gas or hydrochloric acid. Vigorous reaction with oxidizable or organic materials may result in fire.		Extinguishing Media: Use agents appropriate for surrounding fire. Foam, dry chemical, carbon dioxide, water fog or spray. If leak or spill has not ignited, use water spray to disperse the vapors and to protect persons attempting to stop the leak.	
Fire Fighting Procedures: Water spray should be used to cool containers and may be used to knock down escaping vapor. Remove storage vessels from the fire zone.		Fire Fighting Protective Equipment: Full protective clothing, including a NIOSH approved self-contained breathing apparatus, must be worn in a fire involving this material. Toxic gas vapors are produced upon decomposition.	

SECTION 9 DISPOSAL CONSIDERATIONS

Treatment, storage, transportation, and disposal must be in accordance with applicable Federal, State, and Local regulations. Do not burn. Do not flush to surface water or sanitary sewer system. If pH of material is equal to or greater than a 12.5, the material becomes a waste, it will meet the RCRA hazardous waste definition, classified D002, corrosive.

SECTION 10 TRANSPORT INFORMATION

- U.S. DOT Shipping Name:** Hypochlorite Solutions (Sodium Hypochlorite)
- U.S. DOT UN Number:** UN1791
- U.S. DOT Packing Group:** III
- U.S. DOT Hazardous Substance:** Yes, RQ 100 pounds (Sodium Hypochlorite)
- U.S. DOT Required Label:** Corrosive (see column 6, 49 CFR §172.101)
- U.S. DOT Packaging Exception:** Yes, if package meets the criteria of a limited quantity or consumer commodity as defined by 49 CFR §171.8, §173.144 and .154, and §172.312 and .316
- N. AMERICAN EMERGENCY GUIDE PAGE NUMBER:** 154
- U.S. DOT Hazard Class:** 8
- U.S. DOT Marine Pollutant:** No

SECTION 11. PRECAUTIONS FOR SAFE HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: Take all precautions to avoid personal contact. Keep container closed except when transferring material. Locate safety shower and eyewash station close to chemical handling area. Use normal good industrial hygiene and housekeeping practices, wash thoroughly after handling. Store in a cool, dry, well-ventilated area, away from incompatibles (minimum distance of 20-25 feet per NFPA Code 1) and direct sunlight. Keep container properly labeled at all times. Vented containers must be used and must be kept closed when not being used. Long-term storage is impossible without decomposition. Only use containers made from tinted glass, polyethylene & FRP.

PROCESS HAZARDS: Not Available

STORAGE TEMPERATURE: Store containers below 29°C and above freezing point. Do not expose sealed containers above 40°C. Try to store in the dark at the lowest possible temperature, but keep from freezing, to slow-down decomposition.

SECTION 12 EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Full handling precautions should be taken at all times. Provide good room ventilation plus local exhaust at points of emission and low level floor exhaust in immediate handling area. Where engineering controls are not feasible, use adequate local exhaust ventilation wherever mist, spray or vapor may be generated.

PERSONAL PROTECTIVE EQUIPMENT:

Eye: Use chemical safety goggles when there is potential for contact (splashing), faceshield recommended – ANSI Z87.1

Skin: Gloves and protective clothing (apron, boots, and bodysuits) made from butyl-rubber, vinyl, neoprene, Viton, Saranex or PVC. Standard work clothing closed at the neck and wrist while wearing impervious equipment.

Respiratory (Specify Type): A NIOSH/MSHA approved air purifying respirator with an acid gas cartridge or canister may be permissible under circumstances where airborne concentrations are expected to exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is potential for uncontrolled releases, exposure levels are not known or other circumstances where air purifying respirators may not provide adequate protection.

Other: Eyewash, shower station (ANSI Z358.1) must be provided within the immediate (less than 100 feet) work area.

SECTION 13 ACCIDENTAL RELEASE MEASURES

Restrict access to affected area and try to prevent the material from entering drains or water courses. Prevent further leakage or spillage if safe to do so. Ventilate enclosed area. Collect product for recovery or disposal. For release to land, contain discharge by constructing dikes or applying inert absorbent; for release to water, utilize damming and/or water diversion to reduce the spread of contamination; and, for release to air, vapors may be suppressed by the use of a water fog. Collect contaminated soil and water, and absorbent for disposal. Notify applicable government authority if release is reportable or could adversely affect the environment. Please follow all Local, State and Federal Laws for clean-up and disposal of all contaminated material. **Deactivating Chemicals:** Sodium Sulfite, Sodium Thiosulfate and Sodium Bisulfite.

SECTION 14 REGULATORY INFORMATION

OSHA CLASSIFICATION, 29 CFR §1900-1910:

Physical Hazards: Reactivity

Health Hazards: Acute Health Hazard, Corrosive

CERCLA AND SARA REGULATIONS, 40 CFR §300-373:

Reportable Quantity = 100 lb.

CERCLA Hazardous Material: Yes

SARA Extremely Hazardous Substance: No

SARA Toxic Chemical: No

CA Prop 65: Not Listed

TSCA Inventory Status: All components are listed or exempt

TSCA 12(b): This product is not subject to export notification

FDA 21 CFR 178.1010: Yes, Approved as Sanitizer

NSF Whitebook (former USDA Approval) Listing: Aqua Guard Chlorinating Sanitizer 10.5% - 3D, B1, B2, D1, D2, G4, G7, GX, Q4, Aqua Guard Bleach 12.5% - 3D, B1, B2, D1, D2, G4, GX, Q4

EPA "CLEAN AIR ACT": This product does not contain nor is it manufactured with ozone depleting substances. It is not defined as a Hazardous Air Pollutant per 40 CFR 112.

EPA Pesticide: The 10.5% & 12.5% Aqua Guard Chlorinating Sanitizer and Aqua Guard Bleach products are registered with the U.S. EPA as a pesticide, as required under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

NFPA-HMIS RATING: HEALTH: 3 FLAMMABILITY: 0 REACTIVITY: 1

NFPA 704 RATING: HEALTH: 2 FLAMMABILITY: 0 REACTIVITY: 1 SPECIAL HAZARD: COR

SECTION 15 REFERENCES

Suppliers' Material Safety Data Sheets, EPA Labeling Requirements, Olin and OxyChem Sodium Hypochlorite Handbook, and Chlorine Institute Sodium Hypochlorite Pamphlet #96

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The Public Health and Safety Organization

NSF Product and Service Listings

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Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=01240&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website \(http://www.allieduniversal.com\)](http://www.allieduniversal.com)

Facility : Distribution Center - Jacksonville, FL

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight

Sodium Hypochlorite 10.5% Chlorine By Weight

Aqua Guard Sodium Hypochlorite 10.5% By Weight

Aqua Guard Chlorinating Sanitizer 10.5%

Aqua Guard Sodium Hypochlorite 10.5%

Aqua Guard Chlorinating Sanitizer

Sodium Hypochlorite

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Fort Pierce, FL

<i>Sodium Hydroxide</i>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

<i>Sodium Hypochlorite[1] [CL]</i>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[1] Based on testing to the requirements of NSF/ANSI 60, use of this product at a dose of 100 mg/L or less is expected to contribute a bromate residual of 0.001 mg/L or less to the finished drinking water.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Miami, FL

<i>Calcium Hypochlorite[CL]</i>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Aqua Guard Cal Hypo	Disinfection & Oxidation Algicide	15mg/L
Aqua Guard Cal Hypo Granules	Disinfection & Oxidation Algicide	15mg/L
Calcium Hypochlorite	Disinfection & Oxidation Algicide	15mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

<i>Chlorine[CL]</i>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Chlorine	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide		
Trade Designation	Product Function	Max Use
Caustic Soda	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100mg/L

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Tampa, FL

Chlorine[CL]		
Trade Designation	Product Function	Max Use
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide		
Trade Designation	Product Function	Max Use
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Brunswick, GA

Chlorine[CL]	Product Function	Max Use
Trade Designation	Disinfection & Oxidation	30 mg/L
Chlorine		

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Bisulfite[1]	Product Function	Max Use
Trade Designation	Dechlorinator & Antioxidant	46mg/L
Aqua Guard Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.
 Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.
 The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L)

Sodium Hydroxide	Product Function	Max Use
Trade Designation	Corrosion & Scale Control	100 mg/L
Caustic Soda	Corrosion & Scale Control	200mg/L
Caustic Soda 25%	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

Sodium Hypochlorite [CL]	Product Function	Max Use
Trade Designation	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%		

Aqua Guard Chlorinating Sanitizer[2]	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%[2]	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%[2]	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%[2]	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[2] Based on testing to the requirements of NSF/ANSI 60, use of Aqua Guard Chlorinating Sanitizer, Aqua Guard Chlorinating Sanitizer 10.5%, Aqua Guard Sodium Hypochlorite 10.5% or Sodium Hypochlorite 10.5% at a dose of 100 mg/L or less is expected to contribute a bromate residual of 0.001 mg/L or less to the finished drinking water.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Ranger, GA

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Bisulfite[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable

residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

Sodium Hypochlorite[CL] Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Ellisville, MS

Chlorine[CL] Trade Designation	Product Function	Max Use
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide Trade Designation	Product Function	Max Use
Caustic Soda	Disinfection & Oxidation	100 mg/L
Sodium Hydroxide	Disinfection & Oxidation	100 mg/L

Sodium Hypochlorite[CL] Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

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Number of matching Manufacturers is 1

Number of matching Products is 0

Processing time was 0 seconds



Material Safety Data Sheet
The Dow Chemical Company

Product Name: Caustic Soda Solution 50%, Commercial Grade

Issue Date: 06/22/2007

Print Date: 26 Jun 2007

The Dow Chemical Company encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

1. Product and Company Identification

Product Name

Caustic Soda Solution 50%, Commercial Grade

COMPANY IDENTIFICATION

The Dow Chemical Company
2030 Willard H. Dow Center
Midland, MI 48674
USA

Customer Information Number: 800-258-2436

EMERGENCY TELEPHONE NUMBER

24-Hour Emergency Contact: 989-636-4400

Local Emergency Contact: 989-636-4400

2. Hazards Identification

Emergency Overview

Color: Colorless

Physical State: Liquid above freezing point

Odor: Odorless

Hazards of product:

DANGER! Causes severe eye burns. Causes severe skin burns. Causes burns of the mouth and throat. Causes respiratory tract irritation. Aspiration hazard. Can enter lungs and cause damage. May react with water. Keep upwind of spill.

OSHA Hazard Communication Standard

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Potential Health Effects

Eye Contact: May cause severe irritation with corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns may occur. Mist may cause eye irritation.

Skin Contact: Brief contact may cause severe skin burns. Symptoms may include pain, severe local redness and tissue damage.

* Indicates a Trademark

Number of matching Manufacturers is 1

Number of matching Products is 92

Processing time was 0 seconds

Skin Absorption: Prolonged skin contact is unlikely to result in absorption of harmful amounts.
Inhalation: Mist may cause severe irritation of upper respiratory tract (nose and throat).
Ingestion: Swallowing may result in burns of the mouth and throat. Swallowing may result in gastrointestinal irritation or ulceration. Aspiration into the lungs may occur during ingestion or vomiting, causing tissue damage or lung injury.

3. Composition Information

Component	CAS #	Amount
Sodium hydroxide	1310-73-2	>= 49.0 - <= 51.0 %
Water	7732-18-5	>= 49.0 - <= 51.0 %
Sodium chloride	7647-14-5	<= 1.0 %

4. First-aid measures

Eye Contact: Wash eyes immediately and continuously with water for 30 minutes. Remove contact lenses after the first 5 minutes and continue washing. Seek medical attention immediately, preferably from an ophthalmologist. Wash eyes en route if possible. Washing with water is the only acceptable method of removal of caustic soda (lye) from the eyes and skin. You may have 10 seconds or less to avoid serious permanent injury.

Skin Contact: Immediate continued and thorough washing in flowing water for at least 30 minutes is imperative while removing contaminated clothing. Prompt medical consultation is essential. Wash clothing before reuse. Properly dispose of leather items such as shoes, belts, and watchbands. Remove chemical goggles last to keep material from washing into the eyes. First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection)

Inhalation: Move person to fresh air. If not breathing, give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask, etc). If breathing is difficult, oxygen should be administered by qualified personnel. Call a physician or transport to a medical facility.

Ingestion: Do not induce vomiting. Give one cup (8 ounces or 240 ml) of water or milk if available and transport to a medical facility. Do not give anything by mouth to an unconscious person.

Notes to Physician: Material is a strong alkali. First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection) Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. Eye irrigation may be necessary for an extended period of time to remove as much caustic as possible. Duration of irrigation and treatment is at the discretion of medical personnel. Maintain adequate ventilation and oxygenation of the patient. For burns of skin only. If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

5. Fire Fighting Measures

Extinguishing Media: This material does not burn. If exposed to fire from another source, use suitable extinguishing agent for that fire. Do not use water.

Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry. Water is not recommended, but may be applied in large quantities as a fine spray when other extinguishing agents are not available. This material does not burn. Fight fire for other material that is burning.

Special Protective Equipment for Firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire

from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

Unusual Fire and Explosion Hazards: Product reacts with water. Reaction may produce heat and/or gases. This reaction may be violent. Violent steam generation or eruption may occur upon application of direct water stream to hot liquids.

Hazardous Combustion Products: Not applicable

6. Accidental Release Measures

Steps to be Taken if Material is Released or Spilled: Contain spilled material if possible. Small spills: Dilute with water. Large spills: Dike area to contain spill. Collect in suitable and properly labeled containers. Attempt to neutralize by adding materials such as Acetic acid. See Section 13, Disposal Considerations, for additional information.

Personal Precautions: Evacuate area. Only trained and properly protected personnel must be involved in clean-up operations. Refer to Section 7, Handling, for additional precautionary measures. Keep upwind of spill. Ventilate area of leak or spill. See Section 10 for more specific information. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental Precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

7. Handling and Storage

Handling

General Handling: Do not get in eyes. Do not get on skin or clothing. Do not swallow. Avoid breathing mist. Keep container closed. Use with adequate ventilation. Wash thoroughly after handling. 1. ALWAYS add caustic soda solution to water with constant agitation. NEVER add water to the caustic soda solution. 2. The water should be lukewarm (27-38°C or 80-100°F). NEVER start with hot or cold water. The addition of caustic soda to liquid will cause a rise in temperature. If caustic soda becomes concentrated in one area, is added too rapidly, or is added to hot or cold liquid, a rapid temperature increase can result in DANGEROUS mists, boiling or spattering which may cause an immediate VIOLENT ERUPTION. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

Storage

Keep container closed. Do not store in: Zinc. Aluminum. Brass. Tin. See Section 10 for more specific information.

Storage temperature: > 16 °C

Shelf life: Use within 24 Months

8. Exposure Controls / Personal Protection

Exposure Limits

Component	List	Type	Value
Sodium chloride	Dow IHG	TWA	10 mg/m ³
Sodium hydroxide	ACGIH	Ceiling	2 mg/m ³
	OSHA Table Z-1	PEL	2 mg/m ³

Personal Protection

Eye/Face Protection: Use chemical goggles. Eye wash fountain should be located in immediate work area.

Skin Protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Safety shower should be located in immediate work area. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse or dispose of properly. Items which cannot be decontaminated, such as shoes, belts and watchbands, should be removed and disposed of properly.

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Polyethylene, Neoprene, Natural rubber ("latex"), Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"), Ethyl vinyl alcohol laminate ("EVAL"). Avoid gloves made of: Polyvinyl alcohol ("PVA"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Respiratory Protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Ingestion: Avoid ingestion of even very small amounts; do not consume or store food or tobacco in the work area; wash hands and face before smoking or eating.

Engineering Controls

Ventilation: Use engineering controls to maintain airborne level below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, use only with adequate ventilation. Local exhaust ventilation may be necessary for some operations.

9. Physical and Chemical Properties

Physical State	Liquid above freezing point
Color	Colorless
Odor	Odorless
Flash Point - Closed Cup	<i>Literature</i> None
Flammable Limits in Air	Lower: Not applicable Upper: Not applicable
Autoignition Temperature	Not applicable
Vapor Pressure	1.5 mmHg @ 20 °C <i>Literature</i>
Boiling Point (760 mmHg)	145 °C (293 °F) <i>Literature</i>
Vapor Density (air = 1)	Not applicable
Specific Gravity (H ₂ O = 1)	1.52 <i>Literature</i>
Liquid Density	1.5 g/cm ³ @ 20 °C <i>Literature</i>
Freezing Point	14 °C (57 °F) <i>Literature</i>
Melting Point	14 °C (57 °F) <i>Literature</i>
Solubility in Water (by weight)	<i>Literature</i> water solution
pH	14 <i>Literature</i>
Kinematic Viscosity	0.35 St @ 25 °C <i>Calculated</i>

10. Stability and Reactivity

Stability/Instability

Stable under recommended storage conditions. See Storage, Section 7.

Conditions to Avoid: Avoid moisture. Product absorbs carbon dioxide from the air.

Incompatible Materials: Heat is generated when mixed with water. Spattering and boiling can occur. Caustic soda solution reacts readily with various reducing sugars (i.e. fructose, galactose, maltose, dry whey solids) to produce CO. Take precautions including monitoring the tank atmosphere for CO to ensure safety of personnel before vessel entry. Avoid contact with: Acids. Glycols. Halogenated organics. Organic nitro compounds. Flammable hydrogen may be generated from contact with metals such as: Zinc. Aluminum. Tin. Brass.

Hazardous Polymerization

Will not occur.

Thermal Decomposition

Does not decompose.

11. Toxicological Information

Acute Toxicity**Ingestion**

Single dose oral LD50 has not been determined.

Skin Absorption

The dermal LD50 has not been determined.

Repeated Dose Toxicity

Based on available data, repeated exposures are not anticipated to cause additional significant adverse effects.

Genetic Toxicology

For the major component(s): In vitro genetic toxicity studies were negative.

12. Ecological Information

CHEMICAL FATE**Data for Component: Sodium hydroxide****Movement & Partitioning**

No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50).

Partition coefficient, n-octanol/water (log Pow): -3.88 Estimated

Partition coefficient, soil organic carbon/water (Koc): 14 Estimated

Persistence and Degradability

Biodegradation is not applicable.

Data for Component: Sodium chloride**Movement & Partitioning**

No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

Persistence and Degradability

Biodegradation is not applicable.

ECOTOXICITY**Data for Component: Sodium hydroxide**

Material is slightly toxic to aquatic organisms on an acute basis (LC50/EC50 between 10 and 100 mg/L in the most sensitive species tested). May increase pH of aquatic systems to > pH 10 which may be toxic to aquatic organisms.

Fish Acute & Prolonged ToxicityLC50, rainbow trout (*Oncorhynchus mykiss*), 96 hr: 45.5 mg/l**Aquatic Invertebrate Acute Toxicity**LC50, water flea *Daphnia magna*: 40 - 240 mg/l**Data for Component: Sodium chloride**

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50 >100 mg/l. in the most sensitive species tested).

Fish Acute & Prolonged ToxicityLC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l**Aquatic Invertebrate Acute Toxicity**LC50, water flea *Daphnia magna*: 4,571 mg/l**Toxicity to Micro-organisms**

IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

13. Disposal Considerations

DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. DOW HAS NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Recycler. As a service to its customers, Dow can provide names of information resources to help identify waste management companies and other facilities which recycle, reprocess or manage chemicals or plastics, and that manage used drums. Telephone Dow's Customer Information Group at 1-800-258-2436 or 1-989-832-1556 (U.S.), or 1-800-331-6451 (Canada) for further details.

14. Transport Information

DOT Non-Bulk

Proper Shipping Name: SODIUM HYDROXIDE SOLUTION

Hazard Class: 8 ID Number: UN1824 Packing Group: PG II

DOT Bulk

Proper Shipping Name: SODIUM HYDROXIDE SOLUTION

Hazard Class: 8 ID Number: UN1824 Packing Group: PG II

IMDG

Proper Shipping Name: SODIUM HYDROXIDE SOLUTION

Hazard Class: 8 ID Number: UN1824 Packing Group: PG II

EMS Number: F-A,S-B

Marine pollutant.: No

ICAO/IATA

Proper Shipping Name: SODIUM HYDROXIDE SOLUTION

Hazard Class: 8 ID Number: UN1824 Packing Group: PG II

Cargo Packing Instruction: 812

Passenger Packing Instruction: 808

Additional information

Reportable quantity: 1,961 lb – SODIUM HYDROXIDE

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. Regulatory Information

OSHA Hazard Communication Standard

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

Immediate (Acute) Health Hazard	Yes
Delayed (Chronic) Health Hazard	No
Fire Hazard	No
Reactive Hazard	Yes
Sudden Release of Pressure Hazard	No

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

Pennsylvania (Worker and Community Right-To-Know Act): Pennsylvania Hazardous Substances List and/or Pennsylvania Environmental Hazardous Substance List:

The following product components are cited in the Pennsylvania Hazardous Substance List and/or the Pennsylvania Environmental Substance List, and are present at levels which require reporting.

Component	CAS #	Amount
Sodium hydroxide	1310-73-2	<= 51.0 %

Pennsylvania (Worker and Community Right-To-Know Act): Pennsylvania Special Hazardous Substances List:

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986)

This product contains no listed substances known to the State of California to cause cancer, birth defects or other reproductive harm, at levels which would require a warning under the statute.

US. Toxic Substances Control Act

All components of this product are on the TSCA Inventory or are exempt from TSCA Inventory requirements under 40 CFR 720.30

European Inventory of Existing Commercial Chemical Substances (EINECS)

The components of this product are on the EINECS inventory or are exempt from inventory requirements.

CEPA - Domestic Substances List (DSL)

All substances contained in this product are listed on the Canadian Domestic Substances List (DSL) or are not required to be listed.

16. Other Information

Product Literature

Additional information on this product may be obtained by calling your Dow Chemical Company sales or customer service contact. Ask for a product brochure.

Hazard Rating System

MSHA	Health	Flam	Reactivity
	3	0	1

Recommended Uses and Restrictions

Extraction of the aluminium from the bauxite ore. In the soap and detergents industry. Main application(s): Liberation of the cellulose fibres from the lignin in the pulp and paper industry.

Revision

Identification Number: 50752 / 0000 / Issue Date 06/22/2007 / Version: 2.2

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

Legend

N/A	Not available
W/W	Weight/Weight
OEL	Occupational Exposure Limit
STEL	Short Term Exposure Limit
TWA	Time Weighted Average
ACGIH	American Conference of Governmental Industrial Hygienists, Inc.
DOW IHG	Dow Industrial Hygiene Guideline
WEEL	Workplace Environmental Exposure Level
HAZ DES	Hazard Designation
Action Level	A value set by OSHA that is lower than the PEL which will trigger the need for activities such as exposure monitoring and medical surveillance if exceeded.

The Dow Chemical Company urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

SECTION 2
CONTRACT FOR
CHEMICAL DELIVERY TO WASTEWATER FACILITIES

THIS CONTRACT is made this 13 day of November, 2013 by and between the City of Marathon, Florida (the "City") and The Dumont Company (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included in Section 4 of this bid package.
- 2.2. **COMPENSATION/PAYMENT**-
 - 2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 2.2.2. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
 - 2.2.3. The Contractor shall be compensated at the unit prices specified in Exhibit A based upon the actual Work completed for the month.
- 2.3. **TERM**- This Contract shall be effective upon execution by both parties and shall continue for (3) three years through **October 31, 2016** (date). The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for an additional term of two (2) one (1) year periods. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than 60 days prior to the date of termination.
- 2.4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the described the areas for the Work contemplated in Section 4 and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.
- 2.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.
- 2.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or delivery operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced.

2.7. INDEMNIFICATION-

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Contract.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Bid Documents;
Scope of Work/Specifications;
Qualification Statement;
Insurance Certificates; and
Bonds.

2.9. **CONTRACTOR'S EMPLOYEES-**

2.9.1. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.2. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

2.9.3. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

2.9.4. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.10. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.11. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The

underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

INSURANCE REQUIREMENTS - STATUTORY LIMIT

Commercial General Liability – Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Worker's Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract to apply to all owners, officers and employees regardless of the number of employees. Worker's Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employer's liability will have minimum limits of:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease policy limit

Business Auto Liability – Coverage shall apply to all owned, hired and non-owned vehicles used with limits of:

- \$1,000,000 combined single limit

Pollution Liability – Covering a transporter moving hazardous products or waste as cargo with minimum limits of:

- \$1,000,000 bodily injury/property damage, cleanup including wrongful delivery

2.11.1 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

2.11.2 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

2.11.3 **Certificate of Insurance:** Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

2.11.4 **Additional Insured** - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

2.11.5 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

2.12. **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this contract or any part of it; or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager. This Contract may only be amended by the parties with the same formalities as this Contract.

2.13. TERMINATION-

2.13.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

2.14. CHOICE OF LAW- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

2.15. ATTORNEY'S FEES- . If either the City or Contractor is required to enforce the terms of the contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

2.16. ACCESS TO PUBLIC RECORDS- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

2.17. INSPECTION AND AUDIT- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

2.18. SEVERABILITY- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

2.19. WAIVER OF JURY TRIAL - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

2.20. COUNTERPARTS- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

2.21. NOTICES- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

For City:

Gray Robinson, Attorneys At Law
John Herin, City Attorney
401 East Las Olas Blvd, Suite 1850
Fort Lauderdale, FL 33301
Telephone: (954) 761-7500
Facsimile: (954) 761-8112

For Contractor:

The Dumont Company
381 S Central Avenue
Oviedo, FL 32765
Telephone: (800) 330-1369
Facsimile: (800) 524-9315

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: *Diane Clavier*
Diane Clavier, City Clerk

By: *Roger T. Hernstadt*
Roger T. Hernstadt, City Manager

By: *[Signature]*
City Attorney

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

Signed, sealed and witnessed in the presence of:

As to Contractor: *The Dumont Company*

By: *[Signature]*
Notary Public, State of Florida

By: *[Signature]*
Ronald Cartwright, President

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

DUMONT

COVER LETTER



October 8, 2013

City Clerk
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

RE: Bid – Chemical Delivery to Wastewater Facilities

We appreciate the opportunity to respond to the above referenced solicitation. We have carefully examined all of your specifications and inspected all of your facilities and certify to you that our proposed chemical delivery service will fully comply with all of your specifications and requirements.

We are the only full-service chemical company to have personnel, inventory and vehicles permanently located in the Keys to service all of our customers. This service was established June 1, 2010. Recently, we have opened our Keys Regional Office at 6400 Overseas Highway in Marathon. This facility houses all of our stock required to service our customers chemical feed systems and as the center for coordination of all of our activities in the Keys. Our Warehouse Manager resides in Marathon and operates out of this office. In addition, our Area Manager for this area is located in Ft. Lauderdale and uses this office when traveling the Keys to coordinate all of our services.

Delivery Locations – Our inspection of your plants has allowed us to determine the vehicles and equipment that are necessary to serve all of your facilities at all times. Due to the use of the centrifuge at your plants on a rotating basis, it will be necessary to make special provisions in order to be able to access all of your tanks at any time. Also, specifically at Area 3, we have determined that this site presents special difficulties, even more so when the centrifuge is present. As a result of these findings, we will be using a smaller straight truck for delivery of all of your chemicals. This smaller truck is also equipped with a hose reel capable of a 200' reach, making any tank you have accessible at all times with or without the

presence of the centrifuge.. We also note that we will make sure to meet your requirement that our delivery vehicle is completely located on Marathon property while off-loading—we will not load from a public roadway or an adjacent property which could create liability issues for the City. Finally, it will not be necessary for our vehicle to block or impede traffic on Overseas Hwy. while entering or exiting the facilities.

Standard Chemical Delivery – We will work with utility management personnel to develop a scheduled delivery service based on available tank sizes and current usage. This will most likely result in weekly or every two week delivery to most of your tanks. Within the bid documents you will find the list of the most likely drivers to be servicing your facilities along with their required information. The drivers are all trained in the proper use of PPE equipment and will make use of same when making deliveries. They also understand the importance of maintaining a clean contaminant free vehicle and making sure that any drips or spills are taken care of immediately.

Emergency Chemical Delivery – Dumont has an 800 number that is answered 24/7 by a real person answering service. In the event of an emergency, the service will contact our management personnel and someone will respond to your emergency call within minutes. In the Keys, emergencies will be answered by our local personnel and product taken from our local inventories to assure you the fastest response possible. We have another warehouse in Hollywood that is the backup to our Keys facility at anytime it might be necessary to augment our normal services.

Product Material Requirements – We have furnished all documents that you require on each of the chemicals specified. In addition, we certify that all AWWA requirements have been met as required to the appropriate standard: Sodium Hydroxide, B501-08; Cal Hypo-Granular and Tabs, B300-10; Aluminum Sulfate, B403-09; Hydrated Lime, B202-07; Sodium Hypochlorite, B300-10. We will meet or exceed all the specifications for these chemicals.

Safety Training/Technical Assistance – A draft outline has been included for a Safety Training Program that meets all the requirements that your have specified. This will be provided as part of our bid at no extra charge.

Chemical System Equipment Repair Services – We have the experienced personnel to do anything from simple pump and tank repairs to a complex installation with intricate pumping systems. We will be doing this work under the auspices of our subcontractor, Odyssey Manufacturing, who is a licensed State Certified General Contractor and a State Certified Plumbing Contractor. They also have a PE on staff to supervise jobs requiring that level of expertise. Resumes and copies of licenses are included in the documents.

Spill Response Services – Dumont personnel will provide minor assistance such as small drip and spill clean-up and tank pump outs for repair, etc. For major spills that are not the fault of Dumont, we will make our Consultant, R&S Compliance, available to the City for assistance. There will be no charge for his telephone advice, but we have quoted rates for onsite assistance on the bid form. Resumes and certifications for R&S Compliance are included in the documents. Dumont is not licensed to perform major Hazmat clean up, therefore, our consultant will put you in touch with licensed contractors for this service when required.

Independent Sample Testing for Products – Independent tests on all required products performed by one of the specified labs is included in the documents. All products are shown to be in compliance with the specifications.

Material Safety Data Sheets – MSDS on all items are included in the documents.


Occupational Health and Safety Requirements – Our personnel will comply with all OSHA requirements when on City of Marathon property. Our drivers will constantly monitor the off-loading process for any problems or leaks and will report same immediately to utility personnel.

Clean Tank Guarantee – Dumont will guarantee that the tanks will remain clean and free of contaminants during the life of the contract. Our complete policy is spelled out in a formal document which is enclosed.

Emergency Plan of Action – Within 30 days of award of the contract, Dumont will supply a written Emergency Spill Response Plan with all appropriate emergency response names and contact numbers.

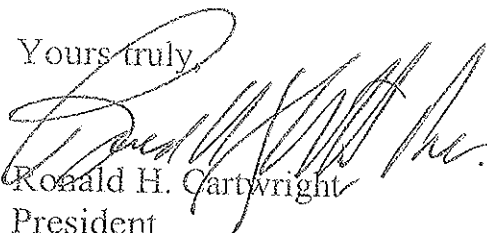
Natural Disasters – The best way to reach Dumont in an emergency is to dial 800-330-1369. This number is answered 24/7 by a real person answering service who has the contact numbers of all Dumont management personnel. Give them the nature of the emergency and they will have someone in management return your call within minutes. We will also provide a list of cell phone numbers for the local Keys Regional personnel, the Area Manager, the Hollywood backup personnel, etc., upon award. Dumont has worked closely with US Water, your current service provider for these facilities, and have been a part of their Hurricane planning for the past 3 years. We will continue to coordinate with them in this regard.

Local Preference – As stated earlier, we have had local personnel living in Marathon for three years. With the continued growth of our services, we recently opened our Keys Regional Office at 6400 Overseas Highway. Our local phone number is 786-259-6352. This facility will serve as the local office for our Warehouse Manager and Area Manager. It houses our parts necessary to service customer's chemical feed systems and will serve as a Dumont planning center for all activities in the Keys. In accordance with the Local Preference Ordinance 2009-01, we would request that our proposal be evaluated based on the formula for an established local business. Our Monroe County business license is enclosed for your inspection.

Addenda Acknowledgement – We acknowledge the receipt of Addendum #1 and #2 – Ronald H. Cartwright, President 

We hope that after fully evaluating our proposal you will be able to award all items to Dumont. We sincerely appreciate the business you have given us over the past years and look forward to continuing our service to the City of Marathon.

Yours truly,


Ronald H. Cartwright
President

DUMONT

BID RESPONSE
SECTION 3 - BID
EXHIBIT "A" – BID FORM
SECTION #5 – QUALIFICATION
STATEMENT
ADDENDUM #1 & #2

SECTION 3
BID

CHEMICAL DELIVERY TO CITY WASTEWATER FACILITIES

Bid of The Ournmont Company
381 S. Central Ave., Viedo, FL 327165
(name)
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Chemical Delivery to City Wastewater Facilities”

TO: City Clerk
City of Marathon
9805 Overseas Highway,
Marathon, Florida 33050

The undersigned, as Respondent, hereby declares that the only person or persons interested in the bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Bids and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Respondent further declares that he has examined the **geographic location and sites** of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Respondents, Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this bid pertains.

The Respondent proposes and agrees, if this Bid is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID

ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Respondent further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Respondent agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Respondent to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Respondents.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Respondent agrees that in no event shall compensation paid to the Respondent under the contract exceed the dollar amount of the Respondent's bid amount, as set forth in the attached Bid Form, attached as Exhibit "A".

It is intended that all Work to be performed under this Bid shall commence upon Notice to Proceed with the Work issued by the City.

In no event shall City be obligated to pay for work not performed or materials not furnished.

Respondent's Certificate of Competency No. N/A

Respondent's Occupational License No. Monroe County - Receipt # 47161-110657

WITNESS

Marcia Oh
[Signature]

By: [Signature]
Signature of Authorized Agent
Ronald Cartwright, President

(SEAL)

EXHIBIT "A" - BID FORM

(Bidder should consider all SECTION 4 requirements in item prices bid)

A Item	B Description	C Unit of Measure	D Price Per Unit (includes delivery)	E Estimated Annual Usage	F Bid Amount (column D times Column E)
1	Sodium Hydroxide (Caustic Soda), Liquid	Per Gallon	3.10	15000	\$ 46,500.
2	Calcium Hypochlorite, Granular	Per Pound	1.65	2000	\$ 3,300.
3	Calcium Hypochlorite, Tablets	Per Pound	2.30	2000	\$ 4,600.
4	Aluminum Sulfate, Liquid	Per Gallon	2.65	30000	\$ 79,500.
5	Glycerine, Liquid	Per Gallon	3.45	28000	\$ 96,600.
6	Polymer, Liquid	Per Gallon	22.95	1375	\$ 31,556.25
7	Hydrated Lime	Per Pound	.25	1200	\$ 300. ⁰⁰
8	Potassium Permanganate, Granular	Per Pound	4.75	100	\$ 475.
9	Sodium Hypochlorite (NaOCl) - Liquid 12.5 Trade Percent	Per Gallon	1.18	50000	\$ 59,000.
				Grand Total	\$ 321,831.25

Provide rates for the following items (not basis of award):

Item	Description	Unit of Measure	Price
10	Safety Training/Technical Assistance, on-site	Hourly Rate including travel	\$ N/A *
11	Chemical System Equipment Repair services	Hourly Rate including travel	\$ 85.00 *
12	Spill Response Services, includes consultation	Hourly Rate including travel	\$ 125.00 *
12a	Chemical Tank Pump Out	Per Gallon	\$.35 *
12b	Hazmat/Chemical Cleanup Services	Hourly Rate including travel	\$ N/A *

* See Special Notes attached for further Clarification of pricing and services - Exhibit A -
Special Notes, Page 32 of 33

EXHIBIT "A" – BID FORM

SPECIAL NOTES

Item 10 - Safety Training and Technical Assistance is always available at no charge for all items that Dumont delivers. We have included Bios on the technical personnel that we have available for technical assistance by phone or onsite that include a Florida licensed water/wastewater operator with 15 years of experience and a degreed chemist/biologist with 20 years of experience in the wastewater industry. Of course, training and technical assistance will only be available for chemicals being delivered by Dumont and not other vendors.

Item 11- Dumont is capable of repairing all chemical feed system equipment such as pumps, tanks and plumbing. All work is done under the auspices of Odyssey Manufacturing who is a State Certified General Contractor and State Certified Plumbing Contractor (see Resumes and Licenses attached) and has a staff PE when needed. Of course, repairs will only be made to tank and pumping systems being served by Dumont and not by any other vendor.

Item 12 – Dumont will make our consultant available to the City for advice via telephone or email on Spill response at no charge. The charge indicated on the Bid Form will be only when the City requires that the consultant be onsite for an incident that is not the fault of Dumont. Of course, this will only be available for those chemicals that are awarded to Dumont.

Item 12a – Dumont will provide tank pump outs of our own product at no charge when required by the City. However, the charge indicated on the Bid Form will be charged if we are asked to pump out a tank that is being served by any other vendor.

Item 12b – Dumont cannot give you a firm price for a professional Hazmat Cleanup Service. We are not licensed to perform this service and the potential details of a cleanup can vary so widely that it cannot be defined well enough to even give an estimate. Our Consultant, however, is quite familiar with the process and the companies that are available. He will work with us in developing the Spill Response Plan for the City of Marathon (due in 30 days after award) and we will include a recommended vendor for this and will include a sample contract and rate sheet from this company. The rates will be the same for the City that Dumont would have available to them through the Consultant. However, none of these services would be available for products not served by Dumont.

SECTION 5

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID TO BE DEEMED RESPONSIVE

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein:

1. Please describe your company in detail.

Dumont was established in 1955 and has been serving Florida utilities since that time. The original company was established in Ft Myers by Mike Dumont; since 1993 it has been owned and operated by Ronald and Julie Cartwright as The Dumont Co., Inc.

Since 1993, the company has expanded from its Ft Myers base and now has its main offices in Oviedo, FL. In addition, our manufacturing and distribution center is located in Apopka, FL and serves our seven warehouses that serve utilities throughout the state. They are located in LaBelle, Tarrytown, Oviedo, Starke, Monticello, Hollywood and Big Pine Key. Recently, we opened our Keys Regional Office in Marathon which coordinates all activities in the Keys including chemical deliveries and chemical feed equipment sales and service.

Dumont has distinguished itself from other chemical suppliers by emphasizing a higher level of service than is normally available from other chemical suppliers. Our best customers are typically those that are looking for a higher level of quality or who appreciate a delivery service that responds to their specific needs.

For example, many customers have chosen our mini-bulk delivery in lieu of drum or tote service. We will install the appropriate sized tank and deliver the chemicals in the tank eliminating the handling of heavy containers and dealing with the hassle of empty containers. Most of our chemicals are available in mini-bulk.

We deal with utilities everyday and understand the impact of being without chemicals. After hours, our phone is answered 24/7 by a real person answering service. Your call will be returned within minutes by a member of our management team. We respond to emergencies immediately on nights, weekends or holidays and we have references to prove this fact.

We will work with your utility personnel to establish regular route systems that coincide with your chemical usage, but we will always be ready to answer to the inevitable emergency whenever it arises.

2. The address of the principal place of business.

The Dumont Co., Inc.

381 S. Central Ave.

Oviedo, FL 32765

In the Keys:

Keys Regional Office

6400 Overseas Hwy., #1 West

Marathon, FL 33041

3. The Company telephone number.

Office: 800-330-1369

FAX: 800-524-9315

Cell: 407-509-4061 – Ron Cartwright, President

In the Keys:

Office: 786-259-6352

FAX: 305-440-2244

Cell: 954-397-9799 – Erica Latker, Area Manager

4. Number of Employees.

38

5. Number of Employees assigned to this project.

As many as required. Four are currently supporting Keys customers.

6. Company Identification number for the IRS.

Federal Tax ID: 65-0436122

7. Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date.

Monroe County Business Receipt #47161-110657

Expiration: 9/30/2014

8. How many years has your organization been in business as a Chemical Supplier?

54 years as a company and 20 years under present ownership.

9. What is the last project engagement of this nature that you have serviced?

We have successfully served a number of large and difficult utilities. See the detailed reference list that we have included in Item # 12.

10. Have you ever failed to complete any work awarded to you?

NEVER!

11. *There is no question labeled as 11.*

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies or institutions for which you have performed work:

Reference #1

Project Location: Polk County Utilities, Bartow, FL

Contact Name: Mark Lowenstine, Water Production Manager

Telephone: 863-298-4100 Ext-4260, Cell: 863-581-1306

E-mail: MarkLowenstine@polk-county.net

Date Project Completed: On going since 2005.

Contract Amount: \$250,000+

Chemicals Delivered: Sodium Hypochlorite, Corrosion Inhibitor (PT 6036), Sodium Hydroxide

Number of Plants Served: 35+ water and wastewater plants

Description of Services: Working closely with our Sodium Hypochlorite supplier, Odyssey Manufacturing, we have converted all of the Polk County facilities from Gas Chlorine to Sodium Hypochlorite. The 35 plants are spread over 1800 square miles throughout Polk County, Florida's largest county in land mass. Compared to Marathon Plants there are many more plants to keep up with, they are much farther apart and many have the same level of difficulty of accessibility. Based on observations over time, we have established a network of routing systems throughout the county. The usage is reasonably predictable and the tank sizes have also been adjusted to fit the routes. Emergencies are handled as required and reevaluations on the automatic schedules are made if and when emergencies become frequent.

Reference #2

Project Location: Citrus County Utilities, Lecanto, FL

Contact Name: Gary Loggins, Chief Operator – Water and Wastewater

Telephone: Cell: 352-302-6152

E-mail: gary.loggins@bocc.citrus.fl.us

Date Project Completed: On going since 2001.

Contract Amount: \$130,000

Chemicals Delivered: Sodium Hypochlorite, Calcium Hypochlorite,
Hydrated Lime

Number of Plants Served: 29 water and wastewater plants
Description of Services: The 29 plants are spread over 400 square miles throughout Citrus County and the plants are operated directly by Citrus County personnel. We work with them on an automatic delivery route system based on past history. Many plants have limited space for larger tanks; therefore, we have to increase the frequency of the delivery schedule in the heavy use months. Emergencies are handled as needed and the schedule adjusted as required.

Reference #3

Project Location: Marco Island Utilities, Marco Island, FL

Contact Name: : Jeff Poteet, Utility Dir.

Telephone: 239-394-3880

E-mail: JPoteet@cityofmarcoisland.com

Date Project Completed: On going since 1997.

Contract Amount: \$135,000

Chemicals Delivered: Sodium Hypochlorite, Hydrated Lime, Aluminum Sulfate, Calcium Hypochlorite, Sulfuric Acid, Antiscalant, Sodium Hydroxide

Number of Plants Served: 3 water and 1 wastewater plant

Description of Services: Marco is faced with many of the same challenges that are found in the Keys. One way in and out and weather that can be severe at times. We have a long relationship and have kept the business because of the service that we have given; we have never let them down.

Special Note: Marco has had a number of emergency situations that Dumont has responded to when no one else would. Be sure to ask Jeff about our ability and willingness to respond to emergencies even under severe conditions.

13. List the following information concerning all contracts in progress as of the date of submission of this bid.

We are currently serving over 500 utilities throughout the state of Florida—they are too numerous to list, but we will provide reference on any that you require.

14. Has the Respondent or his representative inspected the City and does the respondent have a complete plan for its performance?

Our inspection of your plants has allowed us to determine the vehicles and equipment that are necessary to serve all of your facilities at all times. Due to the use of the centrifuge at your plants on a rotating basis, it will be necessary to make special provisions in order to be able to access all of your tanks at any time. Also, specifically at Area 3, we have determined that this site presents special difficulties, even more so when the centrifuge is present. As a result of these findings, we will be using a smaller straight truck for delivery of all of your chemicals. This smaller truck is also equipped with a hose reel capable of a 200' reach, making any tank you have accessible at all times with or without the presence of the centrifuge.. We also note that we will make sure to meet your requirement that our delivery vehicle is completely located on Marathon property while off-loading—we will not load from a public roadway or an adjacent property which could create liability issues for the City. Finally, it will not be necessary for our vehicle to block or impede traffic on Overseas Hwy. while entering or exiting the facilities.

15. Will you subcontract any part of this work?

Yes. We will use Odyssey Manufacturing as required. They are the manufacturer of our Sodium Hypochlorite and are also a Licensed General Contractor and have a Master Plumbing License.

16. What equipment do you own that is available for the work?

We have two tractor trailer flatbeds, seventeen tandem axle straight truck flatbeds and nine service trucks that are currently available.

17. What equipment will you purchase for the proposed work?

None.

18. What equipment will you rent for the proposed work?

None.

19. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

Erica Latker, Area Manager will be your primary contact for this project. See Erica's bio and bios on others available to support this contract.

20. State the correct name of the company.

The Dumont Company, Inc.

381 South Central Ave.

Oviedo, FL 32765

20.1. State the correct name of the Respondent.

Ronald H. Cartwright, President

20.2. The business is a Florida Corporation incorporated in 1993.

20.3. State the names of officers of the Company.

Ronald H. Cartwright, President – Owner 50%

Julie B. Cartwright, Vice President, Sec/Treasurer – Owner 50%

20.4. List all organizations preceding the Respondent in which the principals were the same.

None.

20.5. List all bankruptcy petitions

None.

20.6. List all successful claims against sureties that have occurred.

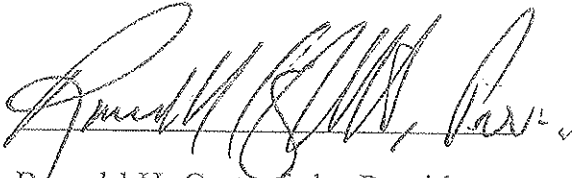
None

20.7. List all claims, lawsuits that have occurred.

None.

21. Dumont is not on a convicted vendors list and is permitted to submit bids under the Public Entity Crimes Act, Section 2878.133(3)(A), Florida Statutes.

State of Florida }
 } SS.
County of Seminole }



Ronald H. Cartwright, President

The Dumont Company, Inc.

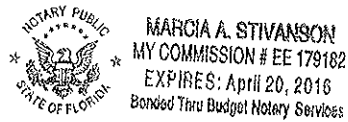
The foregoing instrument was acknowledged before me this 7th day of October, 2013 by Ronald H. Cartwright who is personally known to me.

Witness my hand and official seal, this 7th day of October, 2013.

NOTARY SEAL



Signature





CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

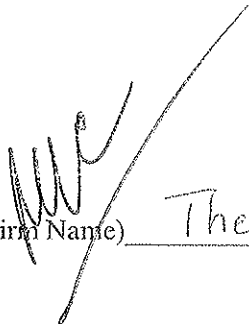
Rebid CHEMICAL DELIVERY TO CITY WASTEWATER FACILITIES ADDENDUM NO. 1

9/27/2013

Notice to All Proposers: The Following Addendum Is Intended To Respond To Questions Provided As
"Requests For Information." (Q denotes question and A denotes answer)

1. Please note that the Bid Due Date will remain the same.
2. Page 24 – Independent Sample Testing for Products
Revised to read: Each prospective Bidder shall provide a copy of test results processed within the
last ~~90~~ 180 days...

Bidder Acknowledge with Submittal (Print Firm Name)


The Dumont Company



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

CHEMICAL REBID PROJECT ADDENDUM NO. 2

10/4/2013

Notice to All Proposers: Addendum must be acknowledged with your bid in order for your bid to be considered responsive.

Contractor RFI Questions (Q denotes Question, A denotes Answer):

Q 1. Who is the current supplier for the liquid Aluminum Sulfate?

A 1. The Dumont Company

Q 2. What price is aluminum sulfate being sold at?

A 2. The unit cost to the City is \$2.45

Q 3. Is the bidder required to install tanks on site? Or will tanks be provided for the chemicals?

A 3. Yes, only tanks identified on specifications. No, only products specified will require tanks.

Q 4. In the original bid for these chemicals which was ultimately cancelled, there was an addendum deleting item #6 Polymer from the requirement for chemical testing. We assume that you will agree that it is also not necessary to test this item for purposes of this rebid.

Our question is: Is this assumption correct?

A 4. A Lab analysis report is not required to be submitted.

Q 5. In the Section entitled Delivery Locations, there is a list of the plants and their addresses. In addition there is a list of tanks required at each location. There is a statement above the tank list that states "Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination." There is no mention of responsibility for maintaining the tanks. We assume that the intent is for the successful vendor for each chemical to initially provide any tanks required to hold that chemical and to maintain and/or replace the tanks as required during the contract period and that all cost for same be included in the per gallon bid price of the chemical. Our question is: Is this assumption correct?

A 5. Yes.



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

CHEMICAL REBID PROJECT ADDENDUM NO. 2

Page 2 of 2

Q 6. During our inspection of facilities it was noted that when the Centrifuge is in use it is much more difficult to access the chemical tanks. We were informed that it is not uncommon for the Centrifuge to be located at a plant for as long as 1 to 2 weeks at a time. In the section of your specifications regarding Delivery Locations you mention that there are "tight situations" and that using hoses to cover "considerable distances" might be necessary. You also require for liability purposes that the delivery vehicle be able to complete the delivery "while located completely within the City's wastewater facility". We assume that the successful vendor must use a vehicle and equipment (such as hoses) that would allow them to meet all of these requirements even when the Centrifuge is on location so that safe chemical deliveries could be made at all times without damage to landscape, walks, drives, etc. (as required in Section 2.6.3 of the sample Contract document). Our question is: Is this assumption correct?

A 6. Yes.


Q 7. In the specification describing Aluminum Sulfate, it indicates that the solution strength could vary from 20%- 48.5%. We assume that this is a typo and that you want bids on the standard solution strength of 48.5%. Our question is: Is this assumption correct?

A 7. Yes.

Q 8. During our inspection of facilities it was noted that all of your facilities are located along US 1 or Overseas Hwy. In accordance with item 1.07 of your specifications, we checked with local Marathon Police to determine if there were any ordinances prohibiting the blockage of US 1 especially by a truck hauling hazardous material. We found that there are several that prohibit blocking of traffic on a main artery such as US 1. Depending on the type of truck used, entrances to some of the plants could require maneuvering of the vehicle in such a way that traffic on US 1 could be blocked or significantly impeded. Our question is: Does the City of Marathon have an exemption to these ordinances or would it be necessary for the successful vendor to make sure that they are using a vehicle that could enter the plant without blocking or impeding traffic in any manner?

A 8. No. & Yes.

Bidder Acknowledge with Submittal (Print Firm Name)


The Dumont Company

DUMONT

CORPORATE RESOLUTION



The Dumont Company

Corporate Resolution

I, Julie B. Cartwright, Vice President/Secretary-Treasurer of The Dumont Company, Inc., a corporation organized and existing under the laws of the State of Florida (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on September 30, 2013, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That Ronald H. Cartwright, President of The Dumont Company, Inc., is empowered and authorized to execute bid documents and execute contracts on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this 8th day of October 2013


Julie B. Cartwright

DUMONT

**BUSINESS LICENSE
FOR
KEYS REGIONAL OFFICE**

2013 / 2014
MONROE COUNTY BUSINESS TAX RECEIPT
 EXPIRES SEPTEMBER 30, 2014

Business Name: THE DUMONT COMPANY INC

RECEIPT# 47161-110657

Owner Name: RONALD AND JULIE CARTWRIGHT
 Mailing Address: 381 S CENTRAL AVE
 OVIEDO, FL 32765

Business Location: 6400 OVERSEAS HWY
 UPPER WEST OFFICE
 Business Phone: 404-365-8222
 Business Type: MISCELLANEOUS SERVICE (BUSINESS OFFICE)



Employees 1

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 110-12-00002183 08/08/2013 22.00

THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
 PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
 YOU MUST MEET ALL
 COUNTY AND/OR
 MUNICIPALITY PLANNING
 AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
 P.O. Box 1129, Key West, FL 33041-1129
 EXPIRES SEPTEMBER 30, 2014

Business Name: THE DUMONT COMPANY INC

RECEIPT# 47161-110657

Owner Name: RONALD AND JULIE CARTWRIGHT
 Mailing Address: 381 S CENTRAL AVE
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22.00	0.00	22.00	0.00	0.00	0.00	22.00

Paid 110-12-00002183 08/08/2013 22.00

DUMONT

CERTIFICATE OF INSURANCE
(SAMPLE)

DUMONT

**CHEMICAL
MSDS SHEETS**

DUMONT

Material Safety Data Sheet

Provided by:
The Dumont Company, Inc.
381 S. Central Ave., Oviedo, FL 32765
Phone (800) 330-1369/Fax (800) 524-9315

Sodium Hydroxide 50%

1. PRODUCT IDENTIFICATION

PRODUCT NAME: Sodium Hydroxide 50% Solution
SYNONYMS: Caustic Soda Solution; Lye Solution; Sodium Hydrate Solution,
White Caustic Solution
GENERAL USE: pH Control

This chemical is certified to ANSI/NSF Standard 60, Drinking Water Chemicals-Health Effects (as packaged in the original, unopened container). The maximum dosage level for this chemical is 200 mg/L

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Water white liquid with no appreciable odor.
Solution is corrosive to body tissues and metallic materials.
Product may react violently with acids.

POTENTIAL HEALTH EFFECTS: Solution is corrosive and severely irritating to the eyes and skin.

MEDICAL CONDITIONS AGGRAVATED: Skin and lung disorders may be affected adversely by this material; an individual's specific medical condition and circumstances of exposure determine the likelihood of an adverse effect.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS#	Wt. %	EC No.	EC Class
Sodium Hydroxide	1310-73-2	50	215-185-5	C R35 /34; Xi R36/38
Water	7732-18-5	50	231-791-2	Not classified as hazardous

4. FIRST AID MEASURES

EYES: Immediately flush with water for at least 15 minutes, lifting the upper and lower eyelids intermittently. See a medical doctor or ophthalmologist immediately.

SKIN: Immediately flush with plenty of water while removing contaminated clothing and/or shoes, and thoroughly wash with soap and water. See a medical doctor immediately.

INGESTION: Rinse mouth with water. Dilute by giving 1 or 2 glasses of water. Do not induce vomiting. Never give anything by mouth to an unconscious person. See a medical doctor immediately.

INHALATION: Remove to fresh air. If breathing difficulty or discomfort occurs and persists, contact a medical doctor.

NOTES TO MEDICAL DOCTOR: Sodium hydroxide at this concentration is corrosive. Major burns to all surfaces may result. Prolonged dilution with water is required. Neutralization of eye burns is absolutely contraindicated; for skin, 2% acetic acid has been recommended, but washing with water is effective. Ingestion requires milk or water dilution, consideration of esophagoscopy and management for possible esophageal stricture.

5. FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Not applicable

FIRE / EXPLOSION HAZARDS: Non-combustible

FIRE FIGHTING PROCEDURES: Not applicable

Sodium Hydroxide 50% Solution (1310-73-2-3) Date: 01/26/2004

Page 3 of 9

FLAMMABLE LIMITS: Not applicable

HAZARDOUS COMBUSTION PRODUCTS: None

SENSITIVITY TO IMPACT: Not Sensitive

SENSITIVITY TO STATIC DISCHARGE: Not Sensitive

6. ACCIDENTAL RELEASE MEASURES

RELEASE NOTES: Wear personal protective equipment as recommended in Section 8, "Exposure Controls/Personal Protection" below.

Contain spill using absorbent material and place in an approved container.

Dispose of according to the method outlined in Section 13, "Disposal Considerations" below.

7. HANDLING AND STORAGE

HANDLING: During handling of liquid, prevent contact with skin and eyes by using adequate personal protective equipment (see Section 8, "Exposure Controls/Personal Protection" below). If the release of airborne material is likely, exhaust ventilation and/or respiratory protection may also be necessary.

STORAGE: Store in closed containers away from sources of heat.

COMMENTS: Use only in systems, processes and procedures in which effective ventilation has been provided to meet established exposure limits.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMITS

Chemical Name	ACGIH	OSHA	Supplier
Sodium Hydroxide	2 mg/m ³ (STEL) (Ceiling)	2 mg/m ³ (TWA) 2 mg/m ³ (PEL) (ceiling)	

ENGINEERING CONTROLS: Adequate engineering controls and/or personal protective equipment must be used to prevent contact with skin and eyes. Engineering controls and/or respirators may be necessary when the generation of airborne mists or fogs are possible.

PERSONAL PROTECTIVE EQUIPMENT

EYES AND FACE: Chemical goggles (and face shield if necessary) should be worn to prevent contact.

RESPIRATORY: When exposure above the established standard is likely, a respiratory protection program that complies with OSHA General Industry Standard 1910.134 should be implemented. Wear full face-piece respirators approved by MSHA / NIOSH if mists are expected.

PROTECTIVE CLOTHING: Rubber or vinyl apron. Rubber boots or rubber overshoes.

GLOVES: Impervious rubber or vinyl gloves with gauntlets. Thoroughly wash the outside of gloves with soap and water prior to removal. Inspect regularly for leaks.

COMMENTS:

The information noted above provides general guidance for handling this product. Specific work environments and material handling practices will dictate the selection and use of personal protection equipment (PPE).

9. PHYSICAL AND CHEMICAL PROPERTIES

ODOR:	No appreciable odor
APPEARANCE:	Water white liquid
AUTOIGNITION TEMPERATURE:	Not applicable
BOILING POINT:	145 °C (293 °F)
COEFFICIENT OF OIL / WATER:	Not applicable
EVAPORATION RATE:	(butyl acetate = 1) Not available
FLASH POINT:	Non-combustible
FREEZING POINT:	4.4°C (40°F)
ODOR THRESHOLD:	Not applicable
OXIDIZING PROPERTIES:	Not available
PERCENT VOLATILE:	Not applicable
pH:	(as is) 13.7
SOLUBILITY IN WATER:	Infinite
SPECIFIC GRAVITY:	1.53 @ 15.5°C (60°F) (water = 1)
VAPOR DENSITY:	Not applicable
VAPOR PRESSURE:	6.33 mm Hg @ 40 °C (104 °F)

COMMENTS:

Sodium Hydroxide 50% Solution (1310-73-2-3) Date: 01/26/2004

Page 5 of 9

pH (1% solution): 13.0

10. STABILITY AND REACTIVITY

CONDITIONS TO AVOID:	Contact with acids, flammable liquids, organic halogen compounds, nitro compounds, and amphoteric metals, such as aluminum, magnesium
----------------------	---

and zinc.

STABILITY: Slightly reactive

POLYMERIZATION: Will not occur

INCOMPATIBLE MATERIALS: Acids, flammable liquids, organic halogen compounds, nitro compounds, and amphoteric metals, such as aluminum, magnesium and zinc.

HAZARDOUS DECOMPOSITION PRODUCTS: None

11. TOXICOLOGICAL INFORMATION

EYE EFFECTS: Severely irritating, corrosive (rabbit) [RTECS 1986, NIOSH 1975]

SKIN EFFECTS: Severely irritating, corrosive (rabbit) [RTECS 1986, PB 234-899 1974]

DERMAL LD₅₀: Corrosive

ORAL LD₅₀: 400 mg/kg (rabbit) LDLo [PB 234-899 1974]

INHALATION LC₅₀: Corrosive

TARGET ORGANS: Skin, eyes, mucous membranes

ACUTE EFFECTS FROM OVEREXPOSURE: Sodium hydroxide is corrosive and may produce severe eye, skin and respiratory tract irritation and upper gastrointestinal tract damage. Ingestion of concentrated solutions has caused death in animals and humans. [Gosselin, Smith & Hodge, 1984; PB 234-899 1974]

CHRONIC EFFECTS FROM OVEREXPOSURE: Sodium hydroxide may produce inflammation of the eyes, skin, and mucous membranes. Esophageal carcinoma at the site of a chronic lye stricture has been reported. [Gosselin, Smith & Hodge 1984]

CARCINOGENICITY:

NTP: Not listed
IARC: Not listed
OSHA: Not listed
OTHER: Not Listed (ACGIH)

12. ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION: Bluegill sunfish: 48-hour LC₅₀ = 99 mg/L

Mosquito fish: 96-hour LC₅₀ = 125 mg/L

Brown shrimp (Crangon crangon): 48-hour LC₅₀ = 30 - 100 mg/L

The damaging effects are mostly a consequence of the increase in pH. The upper pH limit tolerated by most freshwater fish is 8.4; the pH must generally be greater than 9 before the aqueous environment becomes lethal for fully developed fish. Freshwater algae are destroyed above pH 8.5. Concentrations of 20 to 100 mg/L have been reported to kill salmon, trout, carp and crayfish. [Ref., Environment Canada, Environmental Protection Service, Sodium Hydroxide Environmental and Technical Information for Problem Spills. June 1984]

CHEMICAL FATE INFORMATION: The pH effect of sodium hydroxide in water is

naturally reduced by the absorption of atmospheric carbon dioxide. This reduction is also effected by dilution with water and by the natural acidity of a given water body. There is no degradation of sodium hydroxide in waters, only loss by absorption or through chemical neutralization.

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHOD: Dispose of in accordance with all local, state and federal environmental rules and regulations. Check the pH of the waste to be disposed, if it is greater than 12.5 it must be handled as a RCRA hazardous waste.

14. TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION (DOT)

PROPER SHIPPING NAME: Sodium Hydroxide Solution
PRIMARY HAZARD CLASS / DIVISION: 8 (Corrosive)
UN/NA NUMBER: UN 1824
PACKING GROUP: II
Sodium Hydroxide 50% Solution (1310-73-2-3) Date: 01/26/2004
LABEL(S): Corrosive
PLACARD(S): Corrosive
MARKING(S): Sodium Hydroxide Solution
ADDITIONAL INFORMATION: Hazardous Substance/RQ = 1000 lbs. (454kg)
49 STCC Number: 4935240

INTERNATIONAL MARITIME DANGEROUS GOODS (IMDG)

PROPER SHIPPING NAME: Sodium Hydroxide Solution

INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) /

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA)

PROPER SHIPPING NAME: Sodium Hydroxide Solution

OTHER INFORMATION:

Cool containers with water if exposed to fire or excessive heat conditions.

15. REGULATORY INFORMATION

UNITED STATES

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT)

SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355, APPENDIX A):
Not listed

SECTION 311 HAZARD CATEGORIES (40 CFR 370):
Immediate (Acute) Health Hazard

SECTION 312 THRESHOLD PLANNING QUANTITY (40 CFR 370):
The Threshold Planning Quantity (TPQ) for this product, if treated as a mixture, is 10,000 lbs; however, this product contains the following ingredients with a TPQ of less than 10,000 lbs.:
None

SECTION 313 REPORTABLE INGREDIENTS (40 CFR 372):
Not listed

CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT)

CERCLA DESIGNATION & REPORTABLE QUANTITIES (RQ) (40 CFR 302.4):
Listed
Sodium Hydroxide 50% Solution (1310-73-2-3) Date: 01/26/2004
Chemical Name RQ

Sodium Hydroxide 1,000 lb Category C

TSCA (TOXIC SUBSTANCE CONTROL ACT)

TSCA INVENTORY STATUS (40 CFR 710):
Listed

U.S. STATES

U.S. State Regulation:
New Jersey - Special Health Hazard
Massachusetts - Substance List

16. OTHER INFORMATION

HAZARD, RISK AND SAFETY PHRASE DESCRIPTIONS:

Sodium hydroxide:

EC Symbols: C (Corrosive)
Xi (Irritant)

EC Risk Phrases: R35/34 (Causes severe burns / causes burns)
R36/38 (Irritating to eyes and skin.)

EC Safety Phrases: S1/2 (Keep locked up and out of reach of children.)
S26 (In case of contact with eyes, rinse immediately with plenty of water and seek medical advice)
S37 (Wear suitable gloves.)
S39 (Wear eye/face protection.)
S45 (In case of accident or if you feel unwell, seek medical advice immediately - show the label where possible.)

HMIS

Health 3

Flammability 0

Physical Hazard 1

Personal Protection (PPE) J

Protection = J (Safety goggles, gloves, apron & combination dust & vapor respirator)

HMIS = Hazardous Materials Identification System

Degree of Hazard Code:

4 = Severe

3 = Serious

2 = Moderate

1 = Slight

0 = Minimal

NFPA

Health 3

Flammability 0

Reactivity 1

Special None

No special requirements

NFPA = National Fire Protection Association

Degree of Hazard Code:

4 = Extreme

3 = High

2 = Moderate

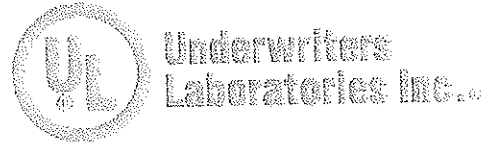
1 = Slight

0 = Insignificant

Certificate of Compliance

Page 1 of 1

Certificate Number 20090323 - MH46303F
Report Reference MH46303, March 10, 2008
Issue Date 2009 March 23



Issued to: **DUMONT CO INC**
381 S CENTRAL AVE
OVIEDO, FL 32765 USA

This is to certify that representative samples of

Drinking Water Treatment Chemicals

Model Descriptions: SH 5000, SH 2500

Standard(s) for Safety:

Have been investigated by Underwriters Laboratories Inc.® in accordance with the Standard(s) indicated on this Certificate.


The basic standard used to investigate products in this category is ANSI/NSF 60-2005, "Drinking Water Treatment Chemicals - Health Effects."

Additional Information:

The following maximum use level restrictions:

Product	Maximum Use Level, mg/L
SH 5000	100
SH 2500	200

Only those products bearing the UL Listing Mark should be considered as being covered by UL's Listing and Follow-Up Service.

The UL Listing Mark generally includes the following elements: the symbol UL in a circle:  with the word "LISTED"; a control number (may be alphanumeric) assigned by UL; and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product

Issued by: *Jim Larin*
Jim Larin, Customer Service Specialist
Underwriters Laboratories Inc.

Reviewed by: *Douglas Frederick*
Douglas Frederick, Section Manager II
Underwriters Laboratories Inc.

Any information and documentation involving UL Mark services are provided on behalf of Underwriters Laboratories Inc. (UL) or any authorized licensee of UL.

For questions in The United States of America you may call 1-877-UL-HELPS.



Arch Chemicals, Inc.

MATERIAL
SAFETY DATA

FOR ANY EMERGENCY, CALL 24 HOURS/7 DAYS:	1-800-654-6911
FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC®:	1-800-424-9300
FOR ALL MSDS QUESTIONS & REQUESTS, CALL MSDS CONTROL:	1-800-511-MSDS

PRODUCT NAME: HTH® POOLIFE™ ACTIVE CLEANING™ GRANULES
CHLORINATOR

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

REVISION DATE: 03-04-2004 SUPERCEDES: 10-01-2003
MSDS NO: 00002-0237-22207

MANUFACTURER: Arch Chemicals, Inc. 501 Merritt 7 PO Box 5204 Norwalk, CT 06856-5204

SYNONYMS: None
CHEMICAL FAMILY: Hypochlorite
FORMULA: Not Applicable/Mixture
DESCRIPTION: Sanitizer and oxidizer
OSHA HAZARD CLASSIFICATION: Oxidizer, toxic by inhalation, corrosive,
skin and eye hazard, lung toxin

SECTION 2 COMPONENT DATA

PRODUCT COMPOSITION
CAS or CHEMICAL NAME: Calcium hypochlorite
CAS NUMBER: 7778-54-3
PERCENTAGE RANGE: 60-80%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS: 3 mg/cubic meter (ceiling) as Chlorine:Manufacturer's
Internal Exposure Standard

CAS or CHEMICAL NAME: Sodium chloride
CAS NUMBER: 7647-14-5
PERCENTAGE RANGE: 10-20%
HAZARDOUS PER 29 CFR 1910.1200: No
EXPOSURE STANDARDS: None Established

CAS or CHEMICAL NAME: Calcium chlorate
CAS NUMBER: 10137-74-3
PERCENTAGE RANGE: 0-5%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS: None Established

CAS or CHEMICAL NAME: Calcium chloride
CAS NUMBER: 10043-52-4
PERCENTAGE RANGE: 0-5%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS: None Established

CAS or CHEMICAL NAME: Calcium hydroxide
CAS NUMBER: 1305-62-0
PERCENTAGE RANGE: 0-4%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS:

	OSHA (PEL)	ACGIH (TLV)
	ppm	mg/cubic-meter
TWA:	None	None
CEILING:	None	None
STEL:	None	None

CAS or CHEMICAL NAME: Calcium carbonate
CAS NUMBER: 471-34-1
PERCENTAGE RANGE: 0-5%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS:

	OSHA (PEL)	ACGIH (TLV)
	ppm	mg/cubic-meter
TWA:	15 (Total Dust) 5 (Respirable fraction)	10
CEILING:	None	None
STEL:	None	None

CAS or CHEMICAL NAME: Water
CAS NUMBER: 7732-18-5
PERCENTAGE RANGE: 5.5-10%
HAZARDOUS PER 29 CFR 1910.1200: No
EXPOSURE STANDARDS: None Established

SECTION 3 PRECAUTIONS FOR SAFE HANDLING AND STORAGE

DO NOT TAKE INTERNALLY. AVOID INHALATION OF DUST AND FUMES. AVOID CONTACT WITH EYES, SKIN OR CLOTHING. UPON CONTACT WITH SKIN OR EYES, WASH OFF WITH WATER. REMOVE AND WASH CONTAMINATED CLOTHING BEFORE REUSE.

STORAGE CONDITIONS: Keep product tightly sealed in original containers. Store product in a cool, dry, well-ventilated area. Store away from combustible or flammable products. Keep product packaging clean and free of all contamination, including, e.g., other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

DO NOT STORE AT TEMPERATURES ABOVE: 52 Deg.C (125 Deg.F)
Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products.

PRODUCT STABILITY AND COMPATIBILITY

SHELF LIFE LIMITATIONS: Shelf life (that is, the period of time before the product goes below stated label strength) is determined by storage time and temperatures. Do not store product at temperatures above 52 Deg.C (125 Deg.F). When stored under moderate temperature conditions, product will maintain stated label strength for approximately two years. Prolonged storage at 35 Deg.C (95 Deg.F) or above will significantly shorten the shelf life. Storage in a climate-controlled storage area or building is recommended in those areas where extremes of high temperature occur.

INCOMPATIBLE MATERIALS FOR PACKAGING: Product packaging must be clean and free of contamination by other materials, including, e.g., other pool treatment products, acids, organic materials, nitrogen-

containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

INCOMPATIBLE MATERIALS FOR STORAGE OR TRANSPORT: Do not allow product to come in contact with other materials, including, e.g., other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

SECTION 4 PHYSICAL DATA

APPEARANCE: White, free flowing powder
FREEZING POINT: Not Applicable
BOILING POINT: Not Applicable
DECOMPOSITION TEMPERATURE: Onset - Approximately 170-180 Deg.C
(338-356 Deg.F)

SPECIFIC GRAVITY: Not Applicable
BULK DENSITY: 0.8 g/cc, loose
PH @ 25 DEG.C: 10.4-10.8 (1% solution)
VAPOR PRESSURE @ 25 DEG.C: Not Applicable
SOLUBILITY IN WATER: Approximately 18% @ 25 Deg.C (Product also contains calcium hydroxide and calcium carbonate which will leave a residue.)
VOLATILES, PERCENT BY VOLUME: Not Applicable
EVAPORATION RATE: Not Applicable
VAPOR DENSITY: Not Applicable
MOLECULAR WEIGHT: 143 (Active ingredient)
ODOR: Chlorine-like
COEFFICIENT OF OIL/WATER DISTRIBUTION: Not Applicable

SECTION 5 PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS

PERSONAL PROTECTION FOR ROUTINE USE OF PRODUCT:
RESPIRATORY PROTECTION: Wear NIOSH approved respirator if dusts are created.
VENTILATION: Use local exhaust ventilation to minimize dust and chlorine levels where industrial use occurs. Otherwise, ensure good general ventilation.
SKIN AND EYE PROTECTIVE EQUIPMENT: Wear gloves, and safety glasses to avoid skin and eye contact. Where industrial use occurs, chemical goggles or full impermeable suit may be required.

EQUIPMENT SPECIFICATIONS (WHEN APPLICABLE):
RESPIRATOR TYPE: NIOSH approved full face-piece respirator with chlorine cartridges and dust/mist prefilter.
PROTECTIVE CLOTHING TYPE: Neoprene
(This includes: gloves, boots, apron, protective suit)

SECTION 6 FIRE AND EXPLOSION HAZARD INFORMATION

This product is chemically reactive with many substances. Any contamination of the product with other substances by spill or otherwise may result in a chemical reaction and fire. This product is a strong oxidizer which is capable of intensifying a fire once started.

FLAMMABILITY DATA:
FLAMMABLE: No
COMBUSTIBLE: No
PYROPHORIC: No
FLASH POINT: Not Applicable
AUTOIGNITION TEMPERATURE: Not Applicable

FLAMMABLE LIMITS AT NORMAL ATMOSPHERIC TEMPERATURE AND PRESSURE (PERCENT VOLUME IN AIR): UEL - Not Applicable LEL - Not Applicable

NFPA RATINGS:

Health: 3
Flammability: 0
Reactivity: 1
Special Hazard Warning: OX (OXIDIZER)

HMIS RATINGS:

Health: 3
Flammability: 0
Reactivity: 1

EXTINGUISHING MEDIA:

Water only

FIRE FIGHTING TECHNIQUES AND COMMENTS:

Use water to cool containers exposed to fire. Also see Section 11.

OTHER: Do not use dry extinguishers containing ammonium compounds

SECTION 7 REACTIVITY INFORMATION

CONDITIONS UNDER WHICH THIS PRODUCT MAY BE UNSTABLE:

TEMPERATURES ABOVE: 170 Deg.C (338 Deg.F)

MECHANICAL SHOCK OR IMPACT: No

ELECTRICAL (STATIC) DISCHARGE: No

HAZARDOUS POLYMERIZATION: Will not occur

INCOMPATIBLE MATERIALS: This product is chemically reactive with many substances, including, e.g., other pool treatment products, acids, organics, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, corrosive, flammable or combustible materials.

HAZARDOUS DECOMPOSITION PRODUCTS: Chlorine gas

OTHER CONDITIONS TO AVOID: Storage at temperatures >125 Deg.F (52 Deg.C)
Prevent ingress of humidity and moisture into container or package.
Always close the lid.

SUMMARY OF REACTIVITY: (See also Section 6)

OXIDIZER: Yes

PYROPHORIC: No

ORGANIC PEROXIDE: No

WATER REACTIVE: No

OTHER: Arch calcium hypochlorite products meet the specifications of ASTM method E-487-74 as set forth in 49 C. F. R. Sec. 173.21, Title 49-Code of Federal Regs. (DOT Regs.)

SECTION 8 FIRST AID

EYES: Immediately flush with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Call a physician at once.

SKIN: Immediately flush with water for at least 15 minutes. Call a physician. If clothing comes in contact with the product, it should be removed immediately and laundered before reuse.

INGESTION: Immediately drink large quantities of water. DO NOT induce vomiting. Call a physician at once. DO NOT give anything by mouth if the person is unconscious or if having convulsions.

INHALATION: Remove victim to fresh air. Support respiration if needed.
Call a physician.

SECTION 9 TOXICOLOGY AND HEALTH INFORMATION

ROUTES OF ABSORPTION

Inhalation, skin and eye contact, ingestion

WARNING STATEMENT AND WARNING PROPERTIES

MAY BE FATAL IF SWALLOWED. AVOID BREATHING DUST OR FUMES. HARMFUL
IF PRODUCT IS INHALED IN HIGH CONCENTRATIONS. CAUSES SKIN, EYE,
DIGESTIVE TRACT AND RESPIRATORY TRACT BURNS.

HUMAN RESPONSE DATA

ODOR THRESHOLD: Approximately 1.4 mg/cubic-meter, based on odor
threshold of chlorine.

IRRITATION THRESHOLD: Approximately 13-22 mg/cubic meter, based on the
irritation threshold of chlorine.

IMMEDIATELY DANGEROUS TO LIFE OR HEALTH: Approximately 45
mg/cubic-meter, based on IDLH concentration of chlorine.

SIGNS, SYMPTOMS, AND EFFECTS OF EXPOSURE

INHALATION

ACUTE:

Inhalation of dust or vapor from this product can be irritating to
the nose, mouth, throat and lungs. In confined areas, mechanical
agitation can result in high levels of dust, and reaction with
incompatible materials (as listed in Section VII) can result in high
concentrations of chlorine vapor, either of which may result in burns
to the respiratory tract, producing lung edema, shortness of breath,
wheezing, choking, chest pains, impairment of lung function and
possible permanent lung damage.

CHRONIC:

Chronic (repeated) inhalation exposure may cause impairment of lung
function and permanent lung damage.

EYE

Severe irritation and/or burns can occur following eye exposure.
Contact may cause impairment of vision and corneal damage.

SKIN

ACUTE:

Dermal exposure can cause severe irritation and/or burns characterized
by redness, swelling and scab formation. Prolonged skin exposure may
cause permanent damage.

CHRONIC:

Effects from chronic skin exposure would be similar to those from
single exposure except for effects secondary to tissue destruction.

INGESTION

ACUTE:

Irritation and/or burns can occur to the entire gastrointestinal
tract, including the stomach and intestines, characterized by nausea,
vomiting, diarrhea, abdominal pain, bleeding and/or tissue
ulceration. Due to the corrosive nature of this product, ingestion
may be fatal.

CHRONIC:

There are no known or reported effects from chronic exposure except
for effects similar to those experienced from single exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

Asthma, respiratory and cardiovascular disease

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY
None known or reported

ANIMAL TOXICOLOGY

ACUTE TOXICITY:

Inhalation LC 50: Approximately 1300 mg/cubic-meter (1 hr., rat) -
based on acute inhalation toxicity for chlorine
Oral LD 50: 850 mg/kg. (rat)
Dermal LD 50: > 2 g/kg. (rabbit)
Causes burns to eyes and skin

CHRONIC TOXICITY:

There are no known or reported effects from repeated exposure.

REPRODUCTIVE TOXICITY:

Calcium hypochlorite has been tested for teratogenicity in laboratory animals. Results of this study have shown that calcium hypochlorite is not a teratogen.

CARCINOGENICITY:

This product is not known or reported to be carcinogenic by any reference source, including: IARC, OSHA, NTP or EPA. One hundred mice were exposed dermally 3 times a week for 18 months to a solution of calcium hypochlorite. Histopathological examination failed to show an increased incidence of tumors.

IARC (International Agency for Research on Cancer) reviewed studies conducted with several hypochlorite salts. IARC has classified hypochlorite salts as having inadequate evidence for carcinogenicity to humans and animals. IARC therefore considers hypochlorite salts to be not classifiable as to their carcinogenicity to humans.

MUTAGENICITY:

Calcium hypochlorite has been tested in the Dominant lethal assay in male mice, and it did not induce a dominant lethal response. Calcium hypochlorite has been reported to produce mutagenic activity in two in vitro assays. It has, however, been shown to lack the capability to produce mutations in animals based on results from the micronucleus assay. In vitro assays frequently are inappropriate to judge the mutagenic potential of bactericidal chemicals due to a high degree of cellular toxicity. The concentration which produces mutations in these in vitro assays is significantly greater than the concentrations used for disinfection. Based on high cellular toxicity in in vitro assays and the lack of mutagenicity in animals, the risk of genetic damage to humans is judged not significant.

AQUATIC TOXICITY:

Bluegill, 96 hr. LC50: 0.088 mg/l (nominal, static)
Rainbow trout, 96 hr. LC50: 0.16 mg/l (nominal, static)
Daphnia magna, 48 hr. LC50: 0.11 mg/l (nominal, static)

TOXICITY TO WILDLIFE:

Bobwhite quail, dietary LC50: > 5,000 ppm
Mallard ducklings, dietary LC50: > 5,000 ppm
Bobwhite quail, oral LD50: 3474 mg/kg.

SECTION 10 TRANSPORTATION INFORMATION

THIS MATERIAL IS REGULATED AS A DOT HAZARDOUS MATERIAL.

DOT DESCRIPTION FROM THE HAZARDOUS MATERIALS TABLE 49 CFR 172.101:

00002-0237- 22207

HTH® POOLIFE™ ACTIVE CLEANING™ GRANULES CHLORINATOR

LAND (U.S. DOT): CALCIUM HYPOCHLORITE, HYDRATED MIXTURES, 5.1,
UN 2880, PG 11

WATER (IMO): SAME AS ABOVE

AIR (IATA/ICAO): SAME AS ABOVE

HAZARD LABEL/PLACARD: OXIDIZER

REPORTABLE QUANTITY: 10 lbs. (Per 49 CFR 172.101, Appendix)

EMERGENCY GUIDE NO: 140

SPECIAL COMMENT: Under specific circumstances, this product can ship under two transport exceptions, Limited Quantity or Consumer Commodity. See Bill of Lading for proper shipping description.

SECTION 11 SPILL AND LEAKAGE PROCEDURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300.

REPORTABLE QUANTITY: 10 lbs. (as Calcium hypochlorite) Per 40 CFR 302.4

SPILL MITIGATION PROCEDURES:

Hazardous concentrations in air may be found in local spill area and immediately downwind. Remove all sources of ignition. Stop source of spill as soon as possible and notify appropriate personnel.

AIR RELEASE: Vapors may be suppressed by the use of a water fog. All water utilized to assist in fume suppression, decontamination or fire suppression may be contaminated and must be contained before disposal and/or treatment.

WATER RELEASE: This material is heavier than water. This material is soluble in water. Monitor all exit water for available chlorine and pH. Advise local authorities of any contaminated water release.

LAND SPILL: Contact at 1-800-654-6911 immediately.

DANGER: All spills of this product should be treated as contaminated. Contaminated product may initiate a chemical reaction which may spontaneously ignite any combustible material present, resulting in a fire of great intensity. In case of a spill, separate all spilled product from packaging, debris and other material. Using a clean broom or shovel, place all spilled product into plastic bags, and place those bags into a clean, dry disposal container, properly marked and labelled. Disposal containers made of plastic or metal are recommended. Do not seal disposal containers tightly. Immediately remove all product in disposal containers to an isolated area outdoors. Place all damaged packaging material in a disposal container of water to assure decontamination (i.e. removal of all product) before disposal. Place all undamaged packaging in a clean, dry container properly marked and labelled. Call for disposal procedures.

SPILL RESIDUES:

Dispose of per guidelines under Section 12, WASTE DISPOSAL.

This material may be neutralized for disposal; you are requested to contact at 800-654-6911 before beginning any such operation.

PERSONAL PROTECTION FOR EMERGENCY SPILL AND FIRE-FIGHTING SITUATIONS:

00002-0237- 22207

BTH® POOLIFE™ ACTIVE CLEANING™ GRANULES CHLORINATOR

Response to a large quantity spill (100 pounds or greater) or when dusting or decomposition gas exposure could occur requires the use of a positive pressure full face supplied air respirator or self contained breathing apparatus (SCBA), chemical resistant gloves, coveralls and boots. In case of fire, this personal protective equipment should be used in addition to normal fire fighter equipment.

SECTION 12 WASTE DISPOSAL

If this product becomes a waste, it meets the criteria of a hazardous waste as defined under 40 CFR 261 and would have the following EPA hazardous waste number: D001.

If this product becomes a waste, it will be a hazardous waste which is subject to the Land Disposal Restrictions under 40 CFR 268 and must be managed accordingly.

As a hazardous solid waste, it must be disposed of in accordance with local, state, and federal regulations in a permitted hazardous waste treatment, storage and disposal facility by treatment.

CARE MUST BE TAKEN TO PREVENT ENVIRONMENTAL CONTAMINATION FROM THE USE OF THIS MATERIAL. THE USER OF THIS MATERIAL HAS THE RESPONSIBILITY TO DISPOSE OF UNUSED MATERIAL, RESIDUES AND CONTAINERS IN COMPLIANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS REGARDING TREATMENT, STORAGE AND DISPOSAL FOR HAZARDOUS AND NONHAZARDOUS WASTES.

SECTION 13 ADDITIONAL REGULATORY STATUS INFORMATION

TOXIC SUBSTANCES CONTROL ACT:

This substance is listed on the Toxic Substances Control Act inventory.

NSF LIMITS: NSF Maximum Drinking Water Use Concentration - 15 mg/l
as calcium hypochlorite product

SUPERFUND AMENDMENT AND REAUTHORIZATION ACT TITLE 3: HAZARD CATEGORIES, PER 40 CFR 370.2:

HEALTH:

Immediate (Acute)

PHYSICAL:

Fire and Reactivity

EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW, PER 40 CFR 355, APP.A: EXTREME HAZARDOUS SUBSTANCE - THRESHOLD PLANNING QUANTITY:

None Established

SUPPLIER NOTIFICATION REQUIREMENTS, PER 40 CFR 372.45:

None Established

SECTION 14 ADDITIONAL INFORMATION

REGULATED UNDER FIFRA, USDA & FDA

MSDS REVISION STATUS: Revision to Section 11

SECTION 15 MAJOR REFERENCES

1. Ishidate, M. et al. (1984). Primary mutagenicity screening of food additives currently used in Japan. *Fd. Chem. Toxicol.* 22:623-636.
2. Hayashi, M. et al. (1988). Micronucleus tests in mice on 39 food additives and eight miscellaneous chemicals. *Fd. Chem. Toxicol.* 26:487-500.
3. Report on the Acute Inhalation in Rats, Acute Oral LD50 in Rats, Eye Irritation in Rabbits, Dermal Irritation in Rabbits, and Acute Dermal

00002-0237- 22207

HTH® POOLIFE™ ACTIVE CLEANING™ GRANULES CHLORINATOR

- Toxicity in Rabbits of HTH. Biometric Testing Laboratories, Inc., Whippany, NJ. Experiment Reference #A-1490 (RC-30406), February 9, 1975.
4. Report on the Teratogenic Study with Calcium Hypochlorite in Albino Rats. Industrial Bio-Test Laboratories, Inc., Northbrook, IL. IBT #E758b, April 18, 1972.
 5. Report on the Mutagenic Study with Monosodium Cyanurate and Calcium Hypochlorite (HTH) in Albino Mice. Industrial Bio-Test Laboratories, Inc., Northbrook, IL. IBT #E756. April 18, 1972.
 6. Chemical Hazard Summary No. 20: Calcium Hypochlorite. Canadian Centre for Occupational Health and Safety, Hamilton, Ontario, Canada L8N 1M6. December 1986.
 7. Report on 18-Month Dermal Carcinogenicity Study with Monosodium Cyanuric Acid and HTH in Swiss White Mice. Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #651-00751, April 9, 1974.
 8. Report to PPG Industries, Inc. on the Acute Toxicity Studies with PITTLOR (Granular Calcium Hypochlorite). Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #601-06659, May 7, 1975.
 9. Report on the Acute Toxicity of HTH to Bluegill, Rainbow Trout and the Water Flea. E G & G, Bionomics Aquatic Toxicology Laboratory, Wareham, MA, July 1977.
 10. Report on the 8-Day Dietary LD50 Study with HTH in Mallard Ducklings. Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #651-06184, May 15, 1975.
 11. Report on the 8-Day Dietary LC50 with HTH in Bobwhite Quail. Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #651-06183.
 12. Final Report on the Acute Oral LD50 of Calcium Hypochlorite in Bobwhite Quail. Wildlife International, LTD., Easton, MD, Project #133-107, July 15, 1977.
 13. IARC Monographs on the Evaluation of Carcinogenic Risks to Humans. Vol. 52: Chlorinated Drinking Water; Chlorination By-Products; Some Other Halogenated Compounds; Cobalt and Cobalt Compounds. World Health Organization, International Agency for Research on Cancer (IARC), Lyon, France, 1991.
 14. Sittig, Marshall, Handbook of Toxic and Hazardous Chemicals and Carcinogens, 2nd Ed., Noyes Publications, Park Ridge, NJ, 1985.
 15. Chemical Hazard Response Information System (CHRIS), Vol. II, U.S. Coast Guard, Washington, D.C., 1984.
 16. Chlorine and Your Health. The Chlorine Institute, Inc., Washington, D.C., August 1988.
 17. ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices, Sixth Edition, 1991. American Conference of Governmental Industrial Hygienists, Inc., Cincinnati, OH.
 18. Amore, John E. and Earl Hautala, Odor as an Aid to Chemical Safety: Odor Thresholds Compared with Threshold Limit Values and Volatiles for 214 Industrial Chemicals in Air and Water Dilution. Journal of Applied Toxicology, Vol. 3, No. 6, pp. 272-290, 1983.
 19. Forsberg, K., and S.Z. Mansdorf, Quick Selection Guide to Chemical Protective Clothing, Second Edition, Van Nostrand Reinhold, N.Y., 1993.
- Additional references are available upon request

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200. THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. ARCH CHEMICALS BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION BUT, MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF THIS MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT ARCH CHEMICALS MSDS CONTROL AT THE PHONE NUMBER ON THE FRONT PAGE TO MAKE CERTAIN THAT THIS DOCUMENT IS CURRENT.

Arch Chemicals, Inc.
 MSDS Control
 501 Merritt 7
 PO Box 5204
 Norwalk, CT 06856-5204

FOR ANY EMERGENCY, 24 HOURS / 7 DAYS, CALL:	1-800-654-6911 (OUTSIDE USA: 1-423-780-2970)
FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC®:	1-800-424-9300 (OUTSIDE USA: 1-703-527-3887)
FOR ALL MSDS QUESTIONS & REQUESTS, CALL:	1-800-511-MSDS (OUTSIDE USA: 1-423-780-2347)

PRODUCT NAME: POOLIFE® AUTOFEED A300 TABLETS
 EPA Registration Number: 1258-1233

1. PRODUCT AND COMPANY IDENTIFICATION

Arch Chemicals, Inc. 501 Merritt 7 PO Box 5204 Norwalk, CT 06856-5204	REVISION DATE: 12/02/2010 SUPERCEDES:
	MSDS Number: 000000013247 SYNONYMS: None CHEMICAL FAMILY: Hypochlorite DESCRIPTION / USE: Sanitizer and Oxidizer FORMULA: NOT APPLICABLE/MIXTURE

2. HAZARDS IDENTIFICATION

OSHA Hazard Classification:	Toxic by Inhalation., Corrosive to eyes and skin, Lung toxin, Oxidizer
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Routes of Entry:	Inhalation, skin, eyes, ingestion
Chemical Interactions:	No known or reported interactions.
Medical Conditions Aggravated:	Asthma, respiratory and cardiovascular disease

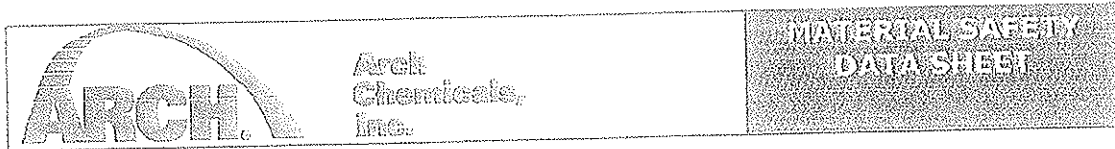
Human Threshold Response Data

Odor Threshold	Approximately 1.4 mg/m3 (based on odor threshold of chlorine)
Irritation Threshold	Approximately 13-22 mg/m3 (based on irritation threshold of chlorine)

Hazardous Materials Identification System / National Fire Protection Association Classifications

Hazard Ratios:	Health	Flammability	Physical / Instability	PPI / Special hazard.
HMIS	3	0	1	
NFPA	3	0	1	OX

Immediate (Acute) Health Effects



Acute Toxicity: This product is corrosive to all tissues contacted and upon inhalation, may cause irritation to mucous membranes and respiratory tract. The dry material is irritating to the skin. However when wet, it will produce burns to the skin.

Subchronic / Chronic Toxicity: There are no known or reported effects from repeated exposure except those secondary to burns.

Reproductive and Developmental Toxicity: Calcium hypochlorite has been tested for teratogenicity in laboratory animals. Results of this study have shown that calcium hypochlorite is not a teratogen.

CALCIUM CHLORIDE Not known or reported to cause reproductive or developmental toxicity.

Mutagenicity: Calcium hypochlorite has been tested in the Dominant lethal assay in male mice, and it did not induce a dominant lethal response. Calcium hypochlorite has been reported to produce mutagenic activity in two in vitro assays. It has, however, been shown to lack the capability to produce mutations in animals based on results from the micronucleus assay. In vitro assays frequently are inappropriate to judge the mutagenic potential of bactericidal chemicals due to a high degree of cellular toxicity. The concentration which produces mutations in these in vitro assays is significantly greater than the concentrations used for disinfection. Based on high cellular toxicity in in vitro assays and the lack of mutagenicity in animals, the risk of genetic damage to humans is judged not significant.

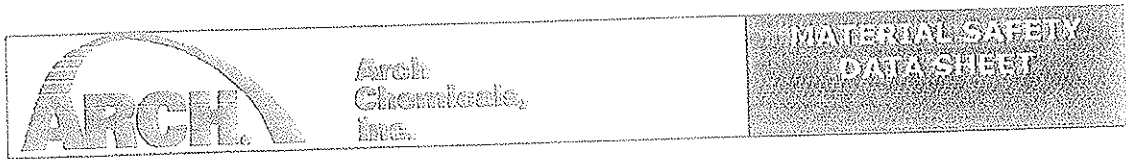
CALCIUM CHLORIDE This product was determined to be non-mutagenic in the Ames assay. It was also shown to be non-clastogenic in the chromosomal aberration test.

Sodium Tripolyphosphate This product was determined to be non-mutagenic in the Ames assay.

Carcinogenicity: This product is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP or EPA. One hundred mice were exposed dermally 3 times a week for 18 months to a solution of calcium hypochlorite. Histopathological examination failed to show an increased incidence of tumors. IARC (International Agency for Research on Cancer) reviewed studies conducted with several hypochlorite salts. IARC has classified hypochlorite salts as having inadequate evidence for carcinogenicity to humans and animals. IARC therefore considers hypochlorite salts to be not classifiable as to their carcinogenicity to humans (Group 3 Substance).

CALCIUM CHLORIDE This chemical is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP, or EPA.

12. ECOLOGICAL INFORMATION



Overview: Highly toxic to fish and other aquatic organisms.

Ecological Toxicity Values for: CALCIUM HYPOCHLORITE

	Bluegill	- (nominal, static). 96 h LC50 0.088 mg/l
Rainbow trout (<i>Salmo gairdneri</i>),		- (nominal, static). 96 h LC50 0.16 mg/l
	Daphnia magna,	- (nominal, static). 48 h LC50 0.11 mg/l
	Bobwhite quail	- Dietary LC50 > 5,000 ppm
Mallard ducklings		- Dietary LC50 > 5,000 ppm
Bobwhite quail		- Oral LD50 3,474 mg/kg

Ecological Toxicity Values for: CALCIUM CHLORIDE

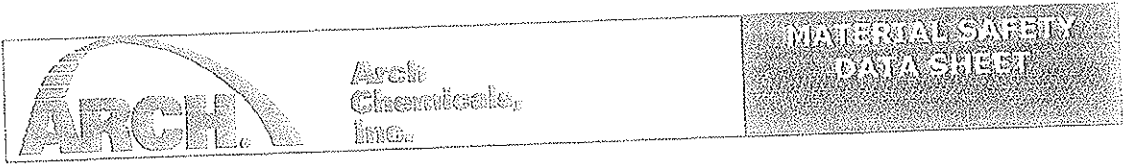
	Bluegill	- (nominal, static). 96 h LC50 = 10,650 mg/l
Mosquito fish		- (nominal, static). 96 h LC50 = 13,400 mg/l
Fathead minnow (<i>Pimephales promelas</i>),		- (nominal, static). 96 h LC50 = 4,630 mg/l
	Daphnia magna,	- (nominal, static). 48 h LC50= 2,770 mg/l
Ceriodaphnia dubia		- (nominal, static). 48 h LC50= 1,830 mg/l
	Nitzschia linearis (diatom)	- (nominal, static). 5 day LC50 = 3,130 mg/l

13. DISPOSAL CONSIDERATIONS

CARE MUST BE TAKEN TO PREVENT ENVIRONMENTAL CONTAMINATION FROM THE USE OF THE MATERIAL. THE USER OF THE MATERIAL HAS THE RESPONSIBILITY TO DISPOSE OF UNUSED MATERIAL, RESIDUES AND CONTAINERS IN COMPLIANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS REGARDING TREATMENT, STORAGE AND DISPOSAL FOR HAZARDOUS AND NONHAZARDOUS WASTES.

Waste Disposal Summary : If this product becomes a waste, it meets the criteria of a hazardous waste as defined under 40 CFR 261 and would have the following EPA hazardous waste number: D001. If this product becomes a waste, it will be a hazardous waste which is subject to the Land Disposal restrictions under 40 CFR 268 and must be managed accordingly.

Disposal Methods : As a hazardous solid waste it should be disposed of in accordance with local, state and federal regulations.



Potential US EPA Waste Codes : D001

14. TRANSPORT INFORMATION

Land (US DOT): UN2880 CALCIUM HYPOCHLORITE, HYDRATED MIXTURE 5.1 III
 Water (IMDG): UN2880 CALCIUM HYPOCHLORITE, HYDRATED MIXTURE, 5.1 III

Flash Point: Not applicable
 Air (IATA): UN2880 CALCIUM HYPOCHLORITE, HYDRATED MIXTURE, 5.1 III
 Emergency Response Guide Number: ERG # 140

Transportation Notes: Under specific circumstances, this product can ship under two transport exceptions, Limited Quantity or Consumer Commodity. See Bill of Lading for proper shipping description. REPORTABLE QUANTITY: 10 lbs. (Per 49 CFR 172.101, Appendix)

EMS: F-H, S-O

15. REGULATORY INFORMATION

UNITED STATES:
 Toxic Substances Control Act (TSCA): This is an EPA registered pesticide.
 EPA Pesticide Registration Number: 1258-1233

FIFRA Listing of Pesticide Chemicals (40 CFR 180): This product is regulated under the Federal Insecticide, Fungicide and Rodenticide Act. It must be used for purposes consistent with its labeling.

Superfund Amendments and Reauthorization Act (SARA) Title III:

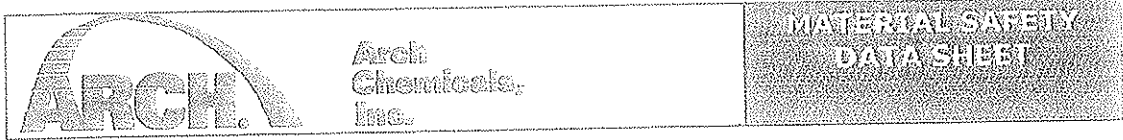
Hazard Categories Sections 311 / 312 (40 CFR 370.2):

Health: Immediate (Acute) Health Hazard
 Physical: Fire Hazard

Emergency Planning & Community Right to Know (40 CFR 355, App. A):

Extremely Hazardous Substance Section 302 - Threshold Planning Quantity:
 ZUS_SAR302 TPQ (threshold planning quantity) None established

Reportable Quantity (49 CFR 172.101, Appendix):



ZUS_CERCLA Reportable quantity Calcium hypochlorite
Value: 10lbs

ZUS_SAR302 Reportable quantity None established

Supplier Notification Requirements (40 CFR 372.45), 313 Reportable Components

ZUS_SAR313 De minimis concentration None established

Clean Air Act Toxic ARP Section 112r:
CAA 112R None established

Clean Air Act Socmi:
HON SOC None established

Clean Air Act VOC Section 111:
CAA 111 None established

Clean Air Act Haz. Air Pollutants Section 112:
ZUS_CAAHAP None established

ZUS_CAAHRP None established

CAA AP None established

State Right-to-Know Regulations Status of Ingredients

Pennsylvania:

CAS #	COMPONENT NAME
10137-74-3	CALCIUM CHLORATE
1305-62-0	CALCIUM HYDROXIDE
7778-54-3	CALCIUM HYPOCHLORITE

ZUSPA_RTK

Pennsylvania: Hazardous substance list
1989-08-11
CHLORIC ACID, CALCIUM SALT

Pennsylvania: Hazardous substance list
1989-08-11
CALCIUM HYDROXIDE

Pennsylvania: Hazardous substance list



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1989-06-11
HYPOCHLOROUS ACID, CALCIUM SALT
Environmental hazard

New Jersey:

CAS #	COMPONENT NAME
10137-74-3	CALCIUM CHLORATE
1305-62-0	CALCIUM HYDROXIDE
7778-54-3	CALCIUM HYPOCHLORITE

ZUSNJ_RTK

New Jersey Right to Know Hazardous Substance List (RTK-HSL)
2007-03-01
CALCIUM CHLORATE CHLORIC ACID, CALCIUM SALT

New Jersey Right to Know Hazardous Substance List (RTK-HSL)
2007-03-01
CALCIUM HYDROXIDE CALCIUM HYDROXIDE (Ca(OH)₂) HYDRATED LIME

New Jersey Right to Know Hazardous Substance List (RTK-HSL)
2007-03-01
CALCIUM HYPOCHLORITE HYPOCHLOROUS ACID, CALCIUM SALT BLEACHING
POWDER

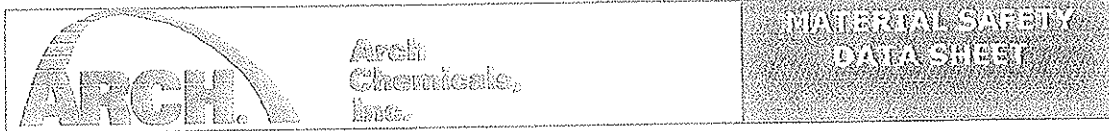
Massachusetts:

CAS #	COMPONENT NAME
10137-74-3	CALCIUM CHLORATE
1305-62-0	CALCIUM HYDROXIDE
7778-54-3	CALCIUM HYPOCHLORITE

ZUSMA_RTK

Massachusetts Right to Know List of Chemicals and Hazard Classifications
1993-04-24
CALCIUM CHLORATE

Massachusetts Right to Know List of Chemicals and Hazard Classifications
1994-04-01
CALCIUM HYDROXIDE



Massachusetts Right to Know List of Chemicals and Hazard Classifications
1993-04-24
CALCIUM HYPOCHLORITE

California Proposition 65:

CAS #	COMPONENT NAME
ZUSCA_P65	None established

WHMIS Hazard Classification:

Ingredient Disclosure List (WHMIS)
2007-08-24
Threshold limits: 1 Weight percent
991
Calcium hydroxide

16. OTHER INFORMATION

MSDS REVISION STATUS :
Major References : Available upon request.

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200. THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. ARCH CHEMICALS BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION BUT, MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF THIS MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT ARCH CHEMICALS MSDS CONTROL AT THE PHONE NUMBER ON THE FRONT PAGE TO MAKE CERTAIN THAT THIS DOCUMENT IS CURRENT. .



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Inhalation Toxicity: HARMFUL IF PRODUCT IS INHALED IN HIGH CONCENTRATIONS. CAUSES BURNS TO RESPIRATORY TRACT. Inhalation of dust or vapor from this product can be irritating to the nose, mouth, throat and lungs. In confined areas, mechanical agitation can result in high levels of dust, and reaction with incompatible materials (as listed in Section 10) can result in high concentrations of chlorine vapor, either of which may result in burns to the respiratory tract, producing lung edema, shortness of breath, wheezing, choking, chest pains, impairment of lung function and possible permanent lung damage.

Skin Toxicity: DRY MATERIAL CAUSES MODERATE SKIN IRRITATION. WET MATERIAL CAUSES SKIN BURNS. Dermal exposure to dry material causes moderate skin irritation characterized by redness and swelling. Dermal exposure to wet material can cause severe irritation and/or burns characterized by redness, swelling and scab formation. Prolonged skin exposure may cause permanent damage.

Eye Toxicity: CAUSES BURNS TO EYES. Severe irritation and/or burns can occur following eye exposure. Direct contact may cause impairment of vision and corneal damage.

Ingestion Toxicity: MODERATELY TOXIC IF SWALLOWED. CAUSES BURNS TO DIGESTIVE TRACT. Irritation and/or burns can occur to the entire gastrointestinal tract, including the stomach and intestines, characterized by nausea, vomiting, diarrhea, abdominal pain, bleeding, and/or tissue ulceration or perforation. Significant exposure to this material can lead to serious health effects and/or death.

Acute Target Organ Toxicity: This product is corrosive to all tissues contacted and upon inhalation, may cause irritation to mucous membranes and respiratory tract. The dry material is irritating to the skin. However when wet, it will produce burns to the skin.

Prolonged (Chronic) Health Effects

Carcinogenicity: This product is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP or EPA.

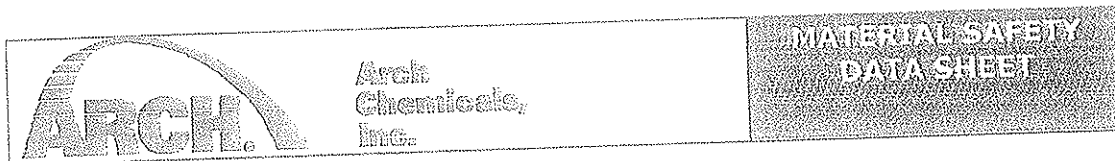
Reproductive and Developmental Toxicity: No reproductive or developmental risk to humans is expected from exposure to this product.

Inhalation: Repeated inhalation exposure may cause impairment of lung function and permanent lung damage.

Skin Contact: Effects similar to those from acute exposure. In addition, chronic exposure to wet material may cause effects secondary to tissue destruction.

Ingestion: There are no known or reported effects from chronic ingestion except for effects similar to those experienced from single exposure. The acute corrosivity of this product, makes chronic ingestion of significant amounts unlikely.

Sensitization: This material is not known or reported to be a skin or respiratory sensitizer.



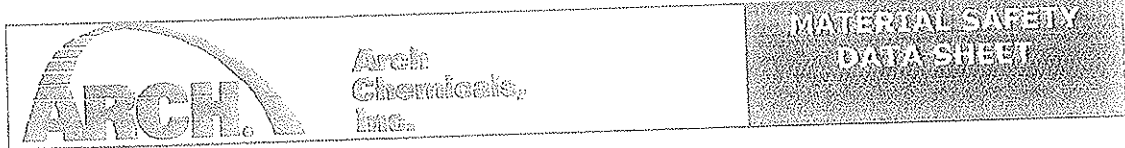
Chronic Target Organ Toxicity: There are no known or reported effects from repeated exposure except those secondary to burns.
 Supplemental Health Hazard Information : No additional health information available.

3. COMPOSITION / INFORMATION ON INGREDIENTS

<u>CAS or CHEMICAL NAME</u>	<u>CAS #</u>	<u>% Range</u>
CALCIUM HYPOCHLORITE	7778-54-3	60 - 80
SODIUM CHLORIDE	7647-14-5	10 - 20
CALCIUM CHLORATE	10137-74-3	0 - 5
CALCIUM CHLORIDE	10043-52-4	0 - 5
CALCIUM HYDROXIDE	1305-62-0	0 - 6
CALCIUM CARBONATE	471-34-1	0 - 4
Sodium Tripolyphosphate	13573-18-7	0.5 - 1.0
Water	7732-18-5	5.5 - 10

4. FIRST AID MEASURES

General Advice: Call a poison control center or doctor for treatment advice. For 24-hour emergency medical assistance, call Arch Chemical Emergency Action Network at 1-800-654-6911. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.



Inhalation: IF INHALED: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

Skin Contact: IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Eye Contact: IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

Ingestion: IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Notes to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE FIGHTING MEASURES

Flammability Summary (OSHA): This product is chemically reactive with many substances. Any contamination of the product with other substances by spill or otherwise may result in a chemical reaction and fire., This product is a strong oxidizer which is capable of intensifying a fire once started., Product is not known to be flammable, combustible or pyrophoric.

Flammable Properties

Flash Point:

Not applicable

Autoignition Temperature:

Not applicable

Extinguishing Media:

Water only. Do not use dry extinguishers containing ammonium compounds.

Fire Fighting Instructions:

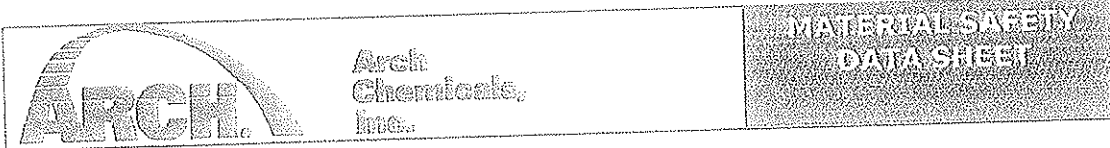
Use water to cool containers exposed to fire. See Section 6 for protective equipment for fire fighting.

Upper Flammable / Explosive Limit, % in air: Not applicable

Lower Flammable / Explosive Limit, % in air: Not applicable

6. ACCIDENTAL RELEASE MEASURES

Personal Protection for Emergency Situations: Response to a large quantity spill (100 pounds or greater) or when dusting or decomposition gas exposure could occur requires the use of a positive pressure full face supplied air respirator or self contained breathing apparatus (SCBA), chemical resistant gloves, coveralls and boots. In case of fire, this personal protective equipment should be used in addition to normal fire fighter equipment.



Spill Mitigation Procedures

Air Release:

Vapors may be suppressed by the use of water fog. All water utilized to assist in fume suppression, decontamination or fire suppression may be contaminated and must be contained before disposal and/or treatment.

Water Release:

This product is heavier than water. This material is soluble in water. Monitor all exit water for available chlorine and pH. Advise local authorities of any contaminated water release.

Land Release:

Contact 1-800-654-6911 immediately. DANGER: All spills of this product should be treated as contaminated. Contaminated product may initiate a chemical reaction that may spontaneously ignite any combustible material present, resulting in a fire of great intensity. In case of a spill, separate all spilled product from packaging, debris and other material. Using a clean broom or shovel, place all spilled product into plastic bags, and place those bags into a clean, dry disposal container, properly marked and labeled. Disposal containers made of plastic or metal are recommended. Do not seal disposal containers tightly. Immediately remove all product in disposal containers to an isolated area outdoors. Place all damaged packaging material in a disposal container of water to assure decontamination (i.e. removal of all product) before disposal. Place all undamaged packaging in a clean, dry container properly marked and labeled. Call for disposal procedures.

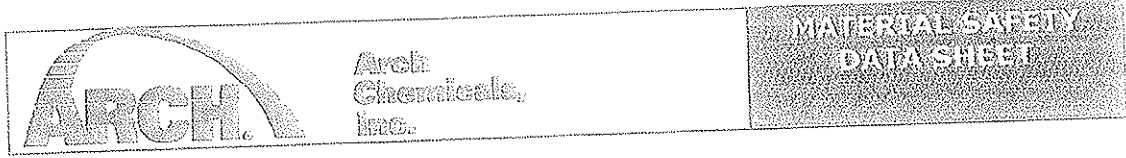
Additional Spill Information :

Hazardous concentrations in air may be found in local spill area and immediately downwind. Remove all sources of ignition. Stop source of spill as soon as possible and notify appropriate personnel. Dispose of spill residues per guidelines under Section 13, Disposal Consideration. This material may be neutralized for disposal; you are requested to contact Arch Chemicals at 1-800-654-6911 before beginning any such procedure. FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC: 1-800-424-9300 REPORTABLE QUANTITY: 10 lbs. (as calcium hypochlorite) per 40 CFR 302.4.

7. HANDLING AND STORAGE

Handling:

Avoid inhalation of dust and fumes. Do not take internally. Avoid contact with skin, eyes and clothing. Upon contact with skin or eyes, wash off with water. Remove contaminated clothing and wash before reuse.



Storage: Keep product tightly sealed in original containers. Store product in a cool, dry, well-ventilated area. Store away from combustible or flammable products. Keep product packaging clean and free of all contamination, including, e.g. other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

Shelf Life Limitations: Do not store product where the average daily temperature exceeds 95° F. Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products. Shelf life (that is, the period of time before the product goes below stated label strength) is determined by storage time and temperatures. Store in a cool, dry and well ventilated area. Prolonged storage at elevated temperatures will significantly shorten the shelf life. Storage in a climate controlled storage area or building is recommended in those areas where extremes of high temperature occur.

Incompatible Materials for Storage: Do not allow product to come in contact with other materials, including e.g. other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc. A chemical reaction with such substances can cause a fire of great intensity.

Do Not Store At temperatures Above: Average daily temperature of 35° C / 95° F. Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products.

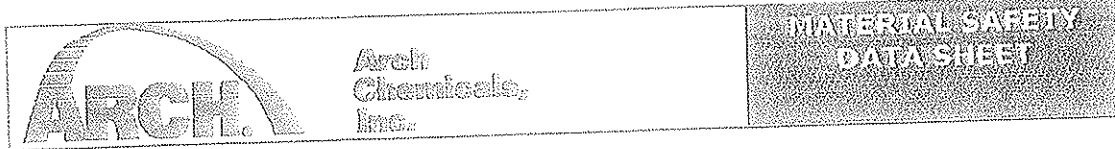
8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Ventilation: Local exhaust ventilation or other engineering controls are normally required when handling or using this product to keep airborne exposures below the TLV, PEL or other recommended exposure limit.

Protective Equipment for Routine Use of Product

Respiratory Protection : Wear a NIOSH approved respirator if levels above the exposure limits are possible.

Respirator Type : A NIOSH approved full-face air purifying respirator equipped with combination chlorine/P100 cartridges. Air purifying respirators should not be used in oxygen deficient or IDLH atmospheres or if exposure concentrations exceed ten (10) times the published limit.



Skin Protection : Wear impervious gloves to avoid skin contact. A full impervious suit is recommended if exposure is possible to a large portion of the body. A safety shower should be provided in the immediate work area.

Eye Protection: Use chemical goggles. Emergency eyewash should be provided in the immediate work area.

Protective Clothing Type: Neoprene, Nitrile, Natural rubber (This includes: gloves, boots, apron, protective suit)

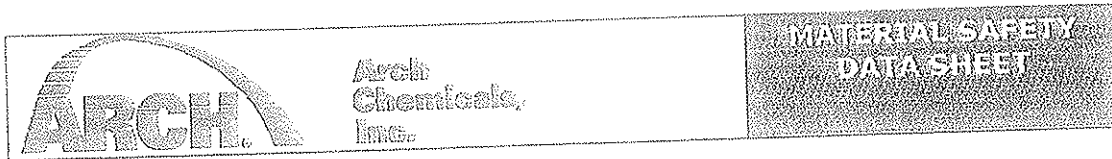
Exposure Limit Data

<u>CHEMICAL NAME</u>	<u>CAS #</u>	<u>Name of Limit</u>	<u>Exposure</u>
CALCIUM HYPOCHLORITE	7778-54-3	ARCH-ROEG*	1 mg/m3 TWA
CALCIUM HYPOCHLORITE	7778-54-3	NIOSH-IDLH	37 - 48 mg/m3 based on IDLH concentration of chlorine
CALCIUM HYDROXIDE	1305-62-0	ACGIH	5 mg/m3 TWA
CALCIUM HYDROXIDE	1305-62-0	OSHA Z1	15 mg/m3 TWA total dust
CALCIUM HYDROXIDE	1305-62-0	OSHA Z1	5 mg/m3 TWA respirable fraction
CALCIUM CARBONATE	471-34-1	OSHA Z1	15 mg/m3 TWA Total dust
CALCIUM CARBONATE	471-34-1	OSHA Z1	5 mg/m3 TWA respirable dust fraction

*ARCH-ROEG: Arch Recommended Occupational Exposure Guideline.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: solid
 Form: Tablet
 Color: Blue
 Odor: Chlorine-like
 Molecular Weight: 143.00
 Specific Gravity : Not applicable
 pH : 10.4 - 10.8 (1% solution in neutral, distilled water) (@ 25 Deg. C)
 Boiling Point: Not applicable
 Freezing Point: Not applicable
 Melting Point: Not applicable
 Density: 1.9000g/cc
 Vapor Pressure: (@ 25 Deg. C) Not applicable
 Vapor Density: Not applicable



Viscosity:	Not applicable
Fat Solubility:	No data
Solubility in Water:	18.00000 % (@ 25 Deg. C) Product also contains calcium hydroxide and calcium carbonate which will leave a residue.
Partition coefficient n-octanol/water:	Not applicable
Evaporation Rate:	Not applicable
Oxidizing:	Oxidizer
Volatiles, % by vol.:	Not applicable
VOC Content	Not applicable
HAP Content	Not applicable

10. STABILITY AND REACTIVITY

Stability and Reactivity Summary:	Product is not sensitive to mechanical shock or impact. Product is not sensitive to electrical static discharge. Product will not undergo hazardous polymerization. Product is an NFPA Class 3 oxidizer which can cause a severe increase in fire intensity. Not pyrophoric. Not an organic peroxide. If subjected to excessive temperatures, the product may undergo rapid decomposition, evolution of chlorine gas, and heat sufficient to ignite combustible substances. If product is exposed to small amounts of water, it can react violently to produce heat and toxic gases and spatter. Use copious amounts of water for fires involving this product.
Conditions to Avoid:	Do not store next to heat source, in direct sunlight, or elevated storage temperature. Do not store where the daily average temperature exceeds 95 °F. Prevent ingress of humidity and moisture into container or package. Always close the lid.
Chemical Incompatibility:	This product is chemically reactive with many substances, including, e.g., other pool treatment products, acids, organics, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, corrosive, flammable or combustible materials. Do not allow product to contact any foreign matter, including other water treatment products. Contamination or improper use may cause a fire of great intensity, explosion or the release of toxic gases. If product is exposed to small amounts of water, it can react violently to produce heat and toxic gases and spatter.
Hazardous Decomposition Products:	Chlorine
Decomposition Temperature:	170 - 180 DEG°C - , 338 - 356 DEG°F-

11. TOXICOLOGICAL INFORMATION



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Component Animal Toxicology

Oral LD50 value:

CALCIUM	LD50 (65% calcium hypochlorite)	850 mg/kg	Rat
HYPOCHLORITE			
SODIUM CHLORIDE	LD50 =	3,000 mg/kg	Rat
CALCIUM CHLORIDE	LD50 =	1,000 mg/kg	Rat
CALCIUM HYDROXIDE	LD50 =	7,340 mg/kg	Rat
Sodium Tripolyphosphate	LD50 =	6,500 mg/kg	Rat

Component Animal Toxicology

Dermal LD50 value:

CALCIUM	LD50 (65% calcium hypochlorite)	> 2,000 mg/kg	Rabbit
HYPOCHLORITE			
SODIUM CHLORIDE	LD50 >	10,000 mg/kg	Rabbit
CALCIUM CHLORIDE	LD50 =	2,630 mg/kg	Rat
CALCIUM HYDROXIDE	No data		
Sodium Tripolyphosphate	No data		

Component Animal Toxicology

Inhalation LC50 value:

CALCIUM	Inhalation LC50 1 h (65% calcium hypochlorite), (Nose Only) =	2.04 MG/L	Rat
HYPOCHLORITE			
CALCIUM	Inhalation LC50 4 h (65% calcium hypochlorite), (Nose Only) =	0.51 MG/L	Rat
HYPOCHLORITE			
SODIUM CHLORIDE	Inhalation LC50 1 h >	42 MG/L	Rat
CALCIUM CHLORIDE	No data		
CALCIUM HYDROXIDE	No data		
Sodium Tripolyphosphate	Inhalation LC50 4 h >	0.39 MG/L	Rat

Product Animal Toxicity

Oral LD50 value: LD50 Approximately 800 mg/kg Rat

Dermal LD50 value: LD50 > 2,000 mg/kg Rabbit

Inhalation LC50 value: Inhalation LC50 1.00 h (Nose Only) > 2.04 MG/L Rat Inhalation LC50 4 h (Nose Only) > 0.51 MG/L Rat

Skin Irritation: DRY MATERIAL CAUSES MODERATE SKIN IRRITATION., WET MATERIAL CAUSES SKIN BURNS.

Eye Irritation: Corrosive to eyes.

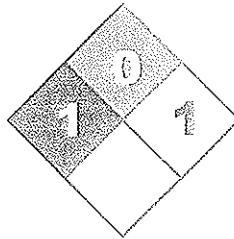
Skin Sensitization: This material is not known or reported to be a skin or respiratory sensitizer.



**Material Safety Data Sheet
Aluminum Sulfate Solution**

Revision Date: 11/16/2010

Provided by:
The Dumont Company, Inc.
381 S. Central Ave., Oviedo, FL 32765
Phone (800) 330-1369/Fax (800) 524-9315



Health	1	Slightly Hazardous
Fire	0	Will Not Burn
Reactivity	1	Unstable if Heated
Specific	Mild Acid	

SECTION 1: CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

MSDS Name:	Aluminum Sulfate, Solution	Company Identification:	CGAC MidAmerica, Inc.
Synonyms:	Paper Maker's Alum; Alum; Aluminum Salt, Inorganic Salt	Chemical Emergency Numbers:	Information in North America: 800-537-7561/419-865-8000
DOT Shipping Description:	Corrosive Liquid, Acidic, Inorganic, N.O.S., Aluminum Sulfate Solution, 8, UN 3264, PG III, RQ	CHEMTREC (in US):	800-424-9300 (in US)

SECTION 2: COMPOSITION/INFORMATION ON INGREDIENTS

CAS #	Chemical Name	% by weight
10043-01-3	Aluminum Sulfate	48.5%
7732-18-5	Water	Balance

SECTION 3: HAZARDOUS IDENTIFICATION

Acute Health Effects:	
General	Product can irritate eyes, skin, open wounds, mucous membranes.
Inhalation	Exposure to mists can be irritating to the respiratory tract and lungs.
Ingestion	If swallowed, will irritate the digestive tract.
Chronic Health Effects:	
Skin Contact:	Chronic overexposure to the skin can cause contact dermatitis.
Ingestion:	Product is used as a food additive and appears on the GRAS list.
Hazards Information:	
Carcinogens:	None known
Chronic Health Hazard:	No
Acute Health Hazard:	Yes

SECTION 4: FIRST AID MEASURES

Eye Contact:	Flush immediately with water for 15 minutes. If irritation persists, seek medical attention.
Skin Contact:	Flush immediately with water for 15 minutes while removing contaminated clothing. If irritation persists, seek medical attention.
Ingestion:	Get medical attention immediately. If conscious, immediately give person water or milk (not more than 8 oz.). Induce vomiting. DO NOT give bicarbonate.
Inhalation:	Remove from exposed area to fresh air. If irritation persists, seek medical attention.

SECTION 5: FIRE FIGHTING MEASURES

Flash Point:	Non flammable
Auto-Ignite Temperature:	N/A
Fire Extinguishing Media:	Use that which is appropriate for surrounding fire.
Special Information:	As sulfur oxides may be present at high temperatures, respiratory protection approved by NIOSH may be necessary.
Unusual Fire and Explosion Hazards:	Spilled liquid alum can cause slippery footing. Dry alum can evolve sulfur oxides when exposed to temperatures above 760°C (1400°F).

SECTION 6: ACCIDENTAL RELEASE MEASURES

Spills:	Dilute small spills or leaks with plenty of water. Dike large spills with soda ash. Neutralize with soda ash, lime or limestone. Provide adequate ventilation and personal protective equipment. CO ₂ gas may be released.
Disposal:	Bury neutralized waste in an approved landfill. Disposer must comply with federal, state, and local disposal or discharge laws.

SECTION 7: EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Controls:	General ventilation must be provided. If misting conditions exist, local exhaust ventilation may also be needed. Eye wash stations and washing facilities should be readily accessible.
Personal Protective Equipment:	
Eye Protection:	The use of chemical safety goggles and a face shield is recommended where splashing of material is possible. Do not wear contact lenses.
Skin Protection:	Avoid skin contact by wearing rubber or plastic gloves.
Respiratory Protection:	If misting conditions exist, wear an activated NIOSH approved mist respirator.

SECTION 8: PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Colorless to light amber liquid	Odor:	Odorless
Boiling Point:	101°C 214°F	Vapor Density:	N/A
Solubility in water:	Liquid solution completely soluble	Volatile by Weight:	N/A
Vapor Pressure:	N/A	Specific Gravity:	1.335 (H ₂ O = 1)
Melting Point:	-16°C		

SECTION 9: STABILITY AND REACTIVITY

Chemical Stability:	Stable
Incompatibility:	Avoid contact with alkalis; mildly acidic liquid which is slowly corrosive to mild steel.
Hazardous Decomposition Products:	Evaporation of water produces hydrates (Example: Al ₂ (SO ₄) ₃ · 18 H ₂ O). Heating dry alum above 86.5°C eliminates water of hydration. Above 770°C, anhydrous Al ₂ (SO ₄) ₃ decomposes to the oxide, liberating sulfur oxides.
Hazardous Polymerization:	Will not occur.

SECTION 10: TOXICOLOGICAL INFORMATION

Acute Toxicity:	
LD50 (oral, mouse)	6207 mg/kg

SECTION 11: DISPOSAL CONSIDERATIONS

Bury neutralized waste in an approved landfill. Disposer must comply with federal, state, and local disposal or discharge laws.

SECTION 12: TRANSPORT INFORMATION

For greater than 80% Solution:

Proper Shipping Name: Aluminum Sulfate Solution
Hazard Class: 8 (Corrosive)
UN/NA: UN 3264
Packing Group: PG III
D.O.T. Label Required: Corrosive Liquid, Acidic, Inorganic, N.O.S.
Reportable Quantity: 5000 Pounds

SECTION 13: OTHER INFORMATION

This MSDS is provided as an information resource only. It should not be taken as a warranty or representation for which Dumont assumes legal liability. While Dumont believes the information contained herein is accurate and compiled from sources believed to be reliable, it is the responsibility of the user to investigate and verify its identity. The buyer assumes all responsibility for using and handling the product in accordance with applicable international, federal, state, and local regulations.



U. S. Aquatech

P. O. Box 491 Columbia, TN 38402-0491 931 840 4327 Fax 314 596 9917
usaquatech@gmail.com

MATERIAL SAFETY DATA SHEET

Page 1 of 4
Rev. Date : 11/9/11

1. IDENTIFICATION OF THE PRODUCT AND THE COMPANY

Product Name : WT 3598
Company : U.S. Aquatech
P.O. Box 491
Columbia, TN 38402
Emergency Telephone Number : (931) 840-4327 Fax : (314) 596-9917

2. COMPOSITION / INFORMATION ON INGREDIENTS

Identification of the preparation : Cationic water-soluble polymer in emulsion.

3. HAZARDS IDENTIFICATION

Spills produce extremely slippery surfaces.

4. FIRST AID MEASURES

Inhalation : Move to fresh air.
Skin contact : Wash off immediately with soap and plenty of water. In case of persistent skin irritation, consult a physician.
Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.
Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water, water spray, foam, carbon dioxide (CO₂), dry powder.
Special fire-fighting precautions : Spills produce extremely slippery surfaces.
Special protective equipment for firefighters : No special protective equipment required.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions :	No special precautions required.
Environmental precautions :	Do not contaminate water.
Methods for cleaning up :	<u>Do not flush with water.</u> Dam up. Soak up with inert absorbent material. If liquid has been spilled in large quantities clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. <u>After cleaning,</u> flush away traces with water.

7. HANDLING AND STORAGE

Handling :	Avoid contact with skin and eyes. When preparing the working solution ensure there is adequate ventilation. When using do not smoke.
Storage :	Keep in a dry, cool place (0 - 30 °C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering controls:	Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.
<u>Personal protection equipment :</u>	
- Respiratory protection :	In case of insufficient ventilation wear suitable respiratory equipment.
- Hand protection :	Rubber gloves.
- Eye protection :	Safety glasses with side-shields. Do not wear contact lenses.
- Skin protection :	Chemical resistant apron or protective suit if splashing or contact with solution is likely.
Hygiene measures :	Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Form :	viscous liquid
Color :	milky
Odor :	aliphatic
pH :	4 - 7 @ 5 g/L (for product series. See Technical Bulletin for specific value)
Flash point (°C) :	Does not flash.
Autoignition temperature (°C) :	Does not ignite.
Vapor pressure (mm Hg) :	0.13 @ 20 °C
Bulk density :	See Technical Bulletin.
Water solubility :	See Technical Bulletin.
Viscosity (mPa's) :	See Technical Bulletin.

10. STABILITY AND REACTIVITY

- Stability : Product is stable, no hazardous polymerization will occur. Oxidizing agents may cause exothermic reactions.
- Hazardous decomposition products : Thermal decomposition may produce : hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides.

11. TOXICOLOGICAL INFORMATION

Acute toxicity :

- Oral : LD50 / oral / rat > 5000 mg/kg
- Dermal : The results of testing on rabbits showed this material to be non-toxic even at high dose levels.
- Inhalation : The product is not expected to be toxic by inhalation.

Irritation :

- Skin : May cause skin irritation with susceptible persons.
- Eyes : May cause eye irritation with susceptible persons.

Sensitization : The results of testing on guinea pigs showed this material to be non-sensitizing.

Chronic toxicity : A two-year feeding study on rats did not reveal adverse health effects. A one-year feeding study on dogs did not reveal adverse health effects. Prolonged skin contact may defat the skin and produce dermatitis.

12. ECOLOGICAL INFORMATION

Ecotoxicity :

The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

- Fish : LC50 / Danio rerio / 96 hours > 10 - 100 mg/L. (OECD 203) (Based on the toxicity of the components using the Conventional Method.)
- Algae : Algal inhibition tests are not appropriate. The flocculating characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
- Daphnia : EC50 / Daphnia magna / 48 hours > 50 mg/L (OECD 202) (Based on the toxicity of the components using the Conventional Method.)

Environmental fate:

The product is rapidly eliminated from the aquatic medium through irreversible adsorption onto suspended matter and dissolved organics.

- Bioaccumulation: Does not bioaccumulate.
- Persistence / Degradability : Not readily biodegradable.

13. DISPOSAL CONSIDERATIONS

Waste from residues / unused products : In accordance with federal, state, and local regulations.

Contaminated packaging : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local regulations.

14. TRANSPORT INFORMATION

Not regulated by DOT.

15. REGULATORY INFORMATION

All components of this product are on the TSCA and DSL inventories.

RCRA status : Not a hazardous waste.

Hazardous waste number : Not applicable.

Reportable quantity (40 CFR 302) : Not applicable.

Threshold planning quantity (40 CFR 355) : Not applicable.

California Proposition 65 information : *The following statement is made in order to comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986 :* This product contains a chemical(s) known to the state of California to cause cancer: residual acrylamide

HMIS & NFPA Ratings :	<u>HMIS</u>	<u>NFPA</u>
Health :	1	1
Flammability :	1	1
Reactivity :	0	0

16. OTHER INFORMATION

Person to contact : Product Manager

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal, and release, and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process unless specified in the text.

DUMONT

Material Safety Data Sheet

Provided by:
The Dumont Company, Inc.
381 S. Central Ave., Oviedo, FL. 32765
Phone (800) 330-1369/Fax (800) 524-9315

I. Chemical Product Identification

Product Name: Glycerin, 70% CAS-Number: 56-81-5
Synonyms: Glycerol, Processed Glycerin
Chemical Name: Glycerin
Emergency Phone: CHEMTREC 800-424-9300 Date of Issue: 04/27/2009
Revised Date: 05/02/2011

II. Composition

Glycerin	70-80%	
Water	20-30%	
Methanol	<0.1%	

III. Health Hazards

Eye Contact: Possible irritation if exposed to individual sensitivity
Skin Contact: Possible irritation of exposed tissue due to individual sensitivity
Inhalation: May cause irritation of respiratory tract
Ingestion: May cause gastrointestinal irritation.
Chronic Effects:: No known effect based on current information.

IV. First Aid Procedures

Eye Contact: Immediately flush eyes with water for at least 20 minutes.
Skin Contact: Immediately flush skin with water for at least 20 minutes. Avoid spreading material on unaffected skin.
Inhalation: Move victim to fresh air. Call emergency medical service. Give artificial respiration if victim is not breathing.
Ingestion: Do not induce vomiting. Rinse mouth and call emergency medical service.

**do not use mouth-to-mouth if victim ingested or inhaled substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve.*

V. Personal Protection Information

Respiratory Protection:	Wear NIOSH approved mist respirators.
Ventilation:	Area should be well ventilated.
Protective Gloves:	Rubber.
Eye/Face Protection:	Chemical splash goggles.
Other Protection:	Eye bath and safety shower.
Work Practices:	Use good personal hygiene practices. Wash hands before eating, drinking, smoking, or using toilet facilities. Promptly remove soiled clothing and wash thoroughly before reuse. Shower after work using plenty of soap and water.

VI. Fire and Explosion Hazard

Flash Point:	160 C / 320 F
Flammable Properties:	Combustible. May burn, but does not readily ignite.
Extinguishing Media:	Water, Carbon Dioxide, Dry Chemical and Alcohol resistant foam.
Special Fire Fighting Procedures:	A self-contained breathing apparatus should be worn by fire fighting personnel.

VII. Measures for Accidental Release

Steps to be taken in case of release or spill:	Dike area to contain as much spilled material as possible. Absorb or cover with dry earth, sand, or other non-combustible material and transfer to containers.
--	--

VIII. Handling and Storage

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area, away from heat and incompatible materials. Protect containers from physical damage.

IX. Physical Data

Boiling Point (°C)	>200C	Vapor Pressure (mmHG):	N/A
Solubility (H ₂ O):	Miscible in water.	Vapor Density (Air-1):	N/A
pH:	5.0 - 7.0	Specific Gravity (H ₂ O=1):	1.21-1.28
Appearance/Odor:	Clear to Brown , odorless liquid	Evaporation Rate:	N/A

X. Reactivity

Stability: Stable under recommended storage conditions.
 Incompatibility: Strong oxidizing agents or strong acids.
 Decomposition/Byproducts: Carbon monoxide, Carbon Dioxide, Formaldehyde Acrolein
 Hazardous Polymerization: Will not occur
 Conditions to Avoid: Exposure to air or moisture for prolonged periods.

XI. Waste Disposal Method

Dispose of waste according to all Federal, State and local regulations.

XII. Transport Information

USA Dot Shipping Name: Not Regulated
 Hazard Class: Non-hazardous

HMIS Hazard Rating

Health: 1			Fire: 0			Reactivity: 0
	0-Least	1-Slight	2-Moderate	3-High	4-Extreme	

XIII. Other Information

Reportable Quantity: Not Regulated

Sara 313: Contains trace amounts of a chemical that may be subject to reporting – Methyl Alcohol, <0.1% by weight

TSCA (Toxic Substance Control Act), 40 CFR 710: Complies
 Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

Disclaimer of Warranty

The information provided in this Material Safety Data Sheet has been obtained from sources believed to be reliable. Dumont provides no warranties, either expressed or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein. The other information is offered for your information, consideration and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Dumont knows of no other medical condition other than those noted on this Material Safety Data Sheet, which are generally recognized as being aggravated by exposure to this product.

WT 3598

CERTIFICATE OF ANALYSIS

SOLD TO: Dumont Chemicals
812 Eyrie Drive
Oviedo, FL 32765

Trade Name: WT 3598

Lot #: 04241313

Quantity: 2 @ 55 gal drums

Date of Analysis: 04/13/13

Dumont PO #: 52995

Shipping Date: 04/24/13

PROPERTY

SPECIFIED LIMITS

RESULTS

Appearance:	Translucent to White Liquid	Pass
Specific Gravity:	0.98 – 1.10	1.00
pH (0.5% aq solution):	3.0 – 4.5	3.2
Standard Viscosity (25°C):	4.5 – 6.2	5.1

*Specifications are subject to change without notice.

I certify that all tests as stipulated in the required specifications were performed in accordance with approved test methods and that the results as reported are true, correct and within specified limits.


J. T. Rainey
U. S. Aquatech

Section VI - Reactivity			
Stability	Unstable	YES	Conditions to Avoid IF SUBJECTED TO CARBON DIOXIDE IN MOIST AIR AND ACIDS
	Stable	YES	IF CONFINED IN WATER-TIGHT CONTAINER.

Incompatibility (Materials to Avoid)
CONTACT WITH ACIDS.

Hazardous Decomposition or Byproducts			NA
Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur	X	NA

Section VII - Health Hazards			
Route(s) of Entry	Inhalation?	Skin?	Ingestion?
	X	X	

Health Hazards (Acute and Chronic) TLV 5mg/M³

Carcinogenicity	NA	NTP?	IARC Monographs?	OSHA Regulated?
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Signs and Symptoms of Exposure UNDER DUSTY CONDITIONS IT CAN CAUSE EXCESSIVE DRYING OF SKIN AND POSSIBLE SKIN IRRITATION AND OPEN CUTS ARE PARTICULARLY VULNERABLE.

Medical Conditions Generally Aggravated by Exposure OPEN CUTS

Emergency and First Aid Procedures
WASH OFF ALL LIME DUST FROM SKIN WITH CLEAN WATER; THEN OPTIONALLY RINSE SKIN WITH VINEGAR; APPLY BURN OINTMENT TO AFFECTED AREAS. FOR EYES FLUSH OUT IMMEDIATELY WITH WATER & SEE PHYSICIAN.

Section VIII - Precautions for Safe Handling and Use
Steps to Be Taken in Case Material is Released or Spilled

CLEAN UP BY NORMAL PHYSICAL METHODS.

Waste Disposal Method
CAN BE SALVAGED FOR USE OR EMPTIED IN SEWER OR REMOVED TO DUMP.

Precautions to Be Taken in Handling and Storing
KEEP PRODUCT DRY AND AVOID DUSTING.

Other Precautions NONE

Section IX - Control Measures
Respiratory Protection (Specify Type) PROTECT (FILTER) MASK IN DUSTY ENVIRONMENT.

Ventilation	Local Exhaust	NA	Special	NA
	Mechanical (General)	APPLY ADEQUATE VENTILATION TO KEEP DUST CONC. BELOW TLV.		Other

Protective Gloves WORK GLOVES IN MANUAL HANDLING

Eye Protection TIGHT FITTING SAFETY GOGGLES.

Other Protective Clothing or Equipment LONG SLEEVED SHIRT WITH BUTTONED COLLAR. LONG PANTS EXTENDING OVER WORK SHOES. PROTECTIVE CREAM MAY BE USED ON EXPOSED SKIN IF NEEDED

Work Hygienic Practices HYDRATED LIME DUST SHOULD BE WASHED FROM SKIN & HAIR.



FDPH.MH18007
Drinking Water Treatment Chemicals

[Page Bottom](#)

Drinking Water Treatment Chemicals

[See General Information for Drinking Water Treatment Chemicals](#)

MH18007

CHEWY LIME & CEMENT CO
PO BOX 160
ALLGOOD, AL 35013 USA

ANSI/NSF STANDARD 60

Plant at: Alabaster, AL

Trade Dsg	Category	Max Use Level (mg/L)
Calcium Oxide	Softening, Precipitation and pH Adjustment	500

Trade Dsg	Category	Max Use Level (mg/L)
Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650

Last updated on 2005-05-03

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An independent organization working for a safer world with integrity, precision and knowledge.



	CAIROX[®] Potassium Permanganate
	EC- SAFETY DATA SHEET according to Regulation (EC) No 1907/2006 of the European Parliament and of the Council, of 18 December 2006 concerning REACH Material Safety Data Sheet Page 1 of 6

Section 1 Chemical Product and Company Identification

PRODUCT NAME: CAIROX [®] Potassium permanganate, KMnO ₃ TRADE NAME: CAIROX [®] Potassium permanganate SYNONYMS: Permanganic acid potassium salt Potassium permanganate Chameleon mineral Condy's crystals Permanganate of potash	Revision Date: March 2008
USES OF SUBSTANCE: Potassium permanganate is an oxidant recommended for applications that require a strong oxidant.	
COMPANY NAME (US): CARUS CORPORATION	COMPANY ADDRESS: 315 Fifth Street, Peru, IL 61354, USA INFORMATION: (815) 223-1500 (Tel) (815) 224-6816 (FAX) www.caruscorporation.com (Web) salesmkt@caruscorporation.com (Email) EMERGENCY TELEPHONE: (800) 435-6856 (USA) (815) 223-1500 (Other countries) (800) 424-9300 (Chemtrec, USA) (703) 527-3887 (Chemtrec, Other countries)

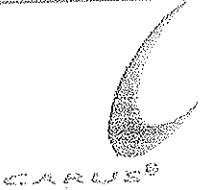
Section 2 Hazards Identification

<p>1. <u>EYE CONTACT</u> Potassium Permanganate is damaging to eye tissue on contact. It may cause severe burns that result in damage to the eye.</p> <p>2. <u>SKIN CONTACT</u> Contact of solutions at room temperature may be irritating to the skin, leaving brown stains. Concentrated solutions at elevated temperature and crystals are damaging to the skin.</p> <p>3. <u>INHALATION</u> Acute inhalation toxicity data are not available. However, airborne concentrations of potassium permanganate in the form of dust or mist may cause damage to the respiratory tract.</p> <p>4. <u>INGESTION</u> Potassium permanganate, if swallowed, may cause severe burns to mucous membranes of the mouth, throat, esophagus, and stomach.</p>

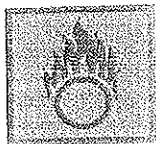
Section 3 Hazardous Ingredients

<u>MATERIAL OR COMPONENT</u>	<u>CAS NO.</u>	<u>EINECS</u>	<u>%</u>	<u>HAZARD DATA</u>
Potassium Permanganate	7722-64-7	231-760-3	>97.5%	PEL/G 5 mg Mn per cubic meter of air TLV-TWA 0.2 mg Mn per cubic meter of air

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	CAIROX[®] Potassium Permanganate
	EC- SAFETY DATA SHEET according to Regulation (EC) No 1831/2003 of the European Parliament and of the Council, of 18 December 2003 concerning REACH Material Safety Data Sheet Page 2 of 8

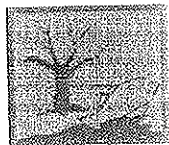
HAZARD SYMBOLS:



O



Xn



N

PHYSICAL PHRASES:

- 8 Contact with combustibles may cause fire.
- 22 Harmful if swallowed.
- 50/53 Very toxic to aquatic organisms, may cause long-term effects in the aquatic environment.

SAFETY PHRASES:

- 60 This material and its container must be disposed of as hazardous waste.
- 61 Avoid releases to the environment. Refer to special instructions / Safety data sheet.

Section 4 First Aid Measures

1. EYES

Immediately flush eyes with large amounts of water for at least 15 minutes holding lids apart to ensure flushing of the entire surface. Do not attempt to neutralize chemically. Seek medical attention immediately. Note to physician: Soluble decomposition products are alkaline. Insoluble decomposition product is brown manganese dioxide.

2. SKIN

Immediately wash contaminated areas with water. Remove contaminated clothing and footwear. Wash clothing and decontaminate footwear before reuse. Seek medical attention immediately if irritation is severe or persistent.

3. INHALATION

Remove person from contaminated area to fresh air. If breathing has stopped, resuscitate and administer oxygen if readily available. Seek medical attention immediately.

4. INGESTION

Never give anything by mouth to an unconscious or convulsing person. If person is conscious, give large quantities of water. Seek medical attention immediately.

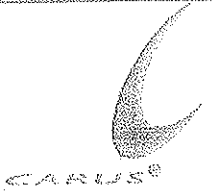
Section 5 Fire Fighting Measures

NFPA* HAZARD SIGNS

Health Hazard	1	=	Materials which under fire conditions would give off irritating combustion products. (less than 1 hour exposure)
Flammability Hazard	0	=	Materials that on the skin could cause irritation.
Reactivity Hazard	0	=	Materials that will not burn.
		=	Materials which in themselves are normally stable, even under fire exposure conditions, and which are not reactive with water.
Special Hazard	OX	=	Oxidizer

* National Fire Protection Association 704 (USA)

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	CAIROX[®] Potassium Permanganate
	EC- SAFETY DATA SHEET according to Regulation (EC) No 1907/2006 of the European Parliament and of the Council, of 18 December 2006 concerning REACH Material Safety Data Sheet Page 3 of 8

FIRST RESPONDERS:

Wear protective gloves, boots, goggles, and respirator. In case of fire, wear positive pressure breathing apparatus. Approach incident with caution.

FLASHPOINT

None

FLAMMABLE OR EXPLOSIVE LIMITS

Lower: Nonflammable Upper: Nonflammable

EXTINGUISHING MEDIA

Use large quantities of water. Water will turn pink to purple if in contact with potassium permanganate. Dike to contain. Do not use dry chemicals, CO₂, Halon® or foams.

SPECIAL FIREFIGHTING PROCEDURES

If material is involved in fire, flood with water. Cool all affected containers with large quantities of water. Apply water from as far a distance as possible. Wear self-contained breathing apparatus and full protective clothing.

UNUSUAL FIRE AND EXPLOSION

Powerful oxidizing material. May decompose spontaneously if exposed to heat (150°C / 302°F). May be explosive in contact with certain other chemicals (Section 10). May react violently with finely divided and readily oxidizable substances. Increases burning rate of combustible material.

Section 6 Accidental Release Measures

PERSONAL PRECAUTIONS:

Ensure adequate ventilation. Avoid dust formation. Avoid inhalation and contact with eyes and skin. Personnel should wear protective clothing suitable for the task. Remove all ignition sources and incompatible materials before attempting clean up.

ENVIRONMENTAL PRECAUTIONS:

Do not flush into sanitary sewer system or surface water. If accidental release into the environment occurs, inform the responsible authorities. Keep the product away from drains, sewers, surface and ground water and soil.

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:

Clean up spills immediately by sweeping or shoveling up the material. Do not return spilled material to the original container – transfer to a clean metal drum. To clean contaminated surfaces or floors, flush with abundant quantities of water into sewer, if permitted by federal, state, and local regulations - if not, collect water and treat chemically (Section 13).

Section 7 Handling and Storage

WORK/HYGIENIC PRACTICES

Wash hands thoroughly with soap and water after handling potassium permanganate. Do not eat, drink or smoke when working with potassium permanganate. Wear proper protective equipment. Remove clothing, if it becomes contaminated.


VENTILATION REQUIREMENTS

Provide sufficient mechanical and/or local exhaust to maintain exposure below the TLV/TWA.

CONDITIONS FOR SAFE STORAGE

Store in accordance with NFPA 430 requirements for Class II oxidizers. Protect containers from physical damage. Store in a cool, dry area in closed containers. Segregate from acids, peroxides, formaldehyde, and all combustible, organic, or easily oxidizable materials including antifreeze and hydraulic fluid.

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Section 8 Exposure Controls and Personal Protection

RESPIRATORY PROTECTION

In cases where overexposure to dust may occur, the use of an approved NIOSH-MSHA dust respirator or an air supplied respirator is advised. Engineering or administrative controls should be implemented to control dust

EYE

Face shield, goggles, or safety glasses with side shields should be worn. Provide eyewash in working area.

GLOVES

Rubber or plastic gloves should be worn.

OTHER PROTECTIVE EQUIPMENT

Normal work clothing covering arms and legs, and rubber, or plastic apron should be worn.

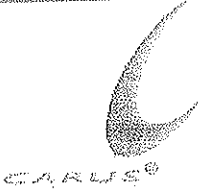
Section 9 Physical and Chemical Properties

APPEARANCE AND ODOR	Dark purple solid with metallic luster, odorless
BOILING POINT, 760 mm Hg	Not applicable
VAPOR PRESSURE (mm Hg)	Not applicable
SOLUBILITY IN WATER % BY SOLUTION	6% at 20°C (68°F) and 20% at 65°C (149°F)
PERCENT VOLATILE BY VOLUME	Not volatile
EVAPORATION RATE	Not applicable
MELTING POINT	Starts to decompose with evolution of oxygen (O ₂) at temperatures above 150°C (302°F). Once initiated, the decomposition is exothermic and self sustaining.
SPECIFIC GRAVITY	2.7 at 20°C (68°F)
BULK DENSITY	Approximately 1.45 - 1.6 kg / l
VAPOR DENSITY (AIR=1)	Not applicable
OXIDIZING PROPERTIES	Strong oxidizer

Section 10 Stability and Reactivity

STABILITY	Under normal conditions, the material is stable.
CONDITIONS TO AVOID	Contact with incompatible materials or heat (150°C / 302°F) could result in violent exothermic chemical reaction.
INCOMPATIBLE MATERIALS	Acids, peroxides, formaldehyde, anti-freeze, hydraulic fluids and all combustible organic or readily oxidizable inorganic materials including metal powders. With hydrochloric acid, chlorine gas is liberated.
HAZARDOUS DECOMPOSITION PRODUCTS	When involved in a fire, potassium permanganate may liberate corrosive fumes.
CONDITIONS CONTRIBUTING TO HAZARDOUS POLYMERIZATION	Material is not known to polymerize.

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Section 11 Toxicological Information

1. ACUTE TOXICITY

INGESTION:

LD 50 oral rat: 780 mg/kg male (14 days); 525 mg/kg female (14 days).
Harmful if swallowed. ALD: 10g. Ingestion may cause nausea, vomiting, sore throat, stomach-ache and eventually lead to a perforation of the intestine. Liver and kidney injuries may occur.

SKIN CONTACT:

LD 50 dermal: no data available.
The product may be absorbed into the body through the skin. Major effects of exposure: severe irritation, brown staining of skin.

INHALATION:

LC 50 inhalation: No data available.
The product may be absorbed into the body by inhalation. Major effects of exposure: respiratory disorder, cough.

2. CHRONIC TOXICITY

No known cases of chronic poisoning due to permanganates have been reported. Prolonged exposure, usually over many years, to heavy concentrations of manganese oxides in the form of dust and fumes may lead to chronic manganese poisoning, chiefly involving the central nervous system.

3. CARCINOGENICITY

Potassium permanganate has not been classified as a carcinogen by ACGIH, NIOSH, OSHA, NTP, or IARC.

4. MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE

Potassium permanganate solution will cause further irritation of tissue, open wounds, burns or mucous membranes.

Section 12 Ecological Information

ENTRY TO THE ENVIRONMENT

Permanganate has a low estimated lifetime in the environment, being readily converted by oxidizable materials to insoluble MnO_2 .

BIOCONCENTRATION POTENTIAL

In non-reducing and non-acidic environments, MnO_2 is insoluble and has a very low bioaccumulative potential.

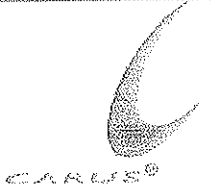
AQUATIC TOXICITY

The toxicity data for potassium permanganate is given below:

Rainbow trout, 96 hour LC_{50} :	1.8 mg/L
Bluegill sunfish, 96 hour LC_{50} :	2.3 mg/L
Milk fish (Chanos Chanos)/ 96 hour LC_{50} :	>1.4mg/L

Section 13 Disposal Considerations

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Offer surplus and non-recyclable product or solutions to a licensed disposal company.

Reduce potassium permanganate in aqueous solutions with sodium thiosulfate, a bisulfite or ferrous salt solution. The bisulfite or ferrous salt may require some dilute sulfuric acid (10% w/w) to promote reduction. Neutralize with sodium carbonate to neutral pH, if acid was used. Decant or filter and deposit sludge in approved landfill. Where permitted, the sludge may be drained into sewer with large quantities of water. Contact Carus Chemical Company for additional recommendations.

Packaging materials must be triple rinsed to remove all potassium permanganate prior to re-cycling or disposal.

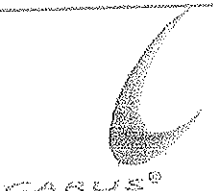
Section 14 Transport Information

USA (land, D.O.T.)	Proper Shipping Name: 49 CFR172.101...Potassium Permanganate Hazard Class: 49 CFR172.101...Oxidizer ID Number: 49 CFR172.101...UN 1490 Packing Group: 49 CFR172.101...II Division: 49 CFR172.101...5.1
European Labeling in accordance Road/Rail Transport (ADR/RID)	ID Number: UN 1490 ADR/RID Class: 5.1 Description of Goods: Potassium Permanganate Hazard Identification No. 50
European Labeling in accordance with EC directive (Water, I.M.O.)	Proper Shipping Name: Potassium Permanganate Hazard Class: Oxidizer ID Number: UN 1490 Packing Group: II Division: 5.1 Marine Pollutant: No
European Labeling in accordance with EC directive (Air, I.C.A.O.)	Proper Shipping Name: Potassium Permanganate Hazard Class: Oxidizer ID Number: UN 1490 Packing Group: II Division: 5.1

Section 15 Regulatory Information

EUROPEAN AND INTERNATIONAL REGULATIONS:			
MARKINGS ACCORDING TO EU GUIDELINES:			
The product has been classified and marked in accordance with EU directives/ordinances on hazardous materials.			
<u>CHEMICAL NAME</u>	<u>CAS NO.</u>	<u>EINECS</u>	<u>UN NUMBER</u>
Potassium Permanganate	7722-64-7	231-760-3	UN 1490

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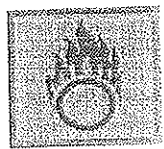


CAIROX[®] Potassium Permanganate

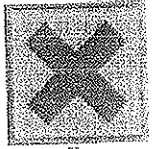
EC- SAFETY DATA SHEET according to Regulation (EC) No 1907/2006 of the European Parliament and of the Council, of 18 December 2006 concerning REACH

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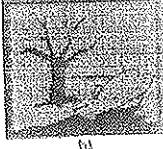
CODE LETTER AND HAZARD DESIGNATION OF THE PRODUCT:



O
Oxidizer



Xn
Harmful



N
Dangerous to the Environment

RISK PHRASES:

8 Contact with combustibles may cause fire.
 22 Harmful if swallowed.
 50/53 Very toxic to aquatic organisms, may cause long-term effects in the aquatic environment.

SAFETY PHRASES:

60 This material and its container must be disposed of as hazardous waste.
 61 Avoid releases to the environment. Refer to special instructions / Safety data sheet.

US FEDERAL REGULATIONS:

CHEMICAL INVENTORY STATUS – PART 1

<u>Ingredient</u>	<u>CAS. NO.</u>	<u>TSCA</u>	<u>EC</u>	<u>Japan</u>	<u>Australia</u>
Potassium Permanganate	7722-64-7	Yes	Yes		

CHEMICAL INVENTORY STATUS – PART 2 --- CANADA---

<u>Ingredient</u>	<u>CAS. NO.</u>	<u>Korea</u>	<u>DSL</u>	<u>NDSL</u>	<u>PHIL</u>
Potassium Permanganate	7722-64-7	No	Yes		

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

FEDERAL, STATE & INTERNATIONAL REGULATIONS – PART 1

<u>Ingredient</u>	<u>CAS. NO.</u>	<u>SARA 302</u>		<u>SARA 313</u>	
		<u>RO</u>	<u>TPO</u>	<u>List</u>	<u>Chemical Cate.</u>
Potassium Permanganate	7722-64-7	N/A	N/A	Yes	Yes (Manganese compounds)

FEDERAL, STATE & INTERNATIONAL REGULATIONS – PART 2


<u>Ingredient</u>	<u>CAS. NO.</u>	<u>CERCLA</u>	<u>RCRA</u>	<u>TSCA 8(d)</u>
Potassium Permanganate	7722-64-7	Yes (RQ =100 lbs)	D001	No

<u>Ingredient</u>	<u>CAS. NO.</u>	<u>CWC</u>	<u>TSCA 12(b)</u>	<u>CDTA</u>	<u>SARA 311/312</u>
Potassium Permanganate	7722-64-7	No	No		4545 Kg

<u>Ingredient</u>	<u>CAS. NO.</u>	<u>Acute</u>	<u>Chronic</u>	<u>Fire</u>	<u>Pressure</u>	<u>Reactivity</u>	<u>Pure/Liquid</u>
Potassium Permanganate	7722-64-7	Yes	Yes	Yes	No	No	Pure

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Product #: 964500 Name: POT PERMANGANATE FREE FLOWING Desc: (25 KG I)
From: BRENTAG MID-SOUTH INC. To: DUMONT Wednesday, February 13, 2013

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<u>Ingredient</u>	<u>CAS NO.</u>	<u>Australian Hazchem Code</u>	<u>Poison Schedule</u>	<u>WHIMIS</u>
Potassium Permanganate	7722-64-7			C, D2B

Section 16 Other Information


NIOSH	National Institute for Occupational Safety and Health
MSHA	Mine Safety and Health Administration
OSHA	Occupational Safety and Health Administration
NTP	National Toxicology Program
IARC	International Agency for Research on Cancer
PEL	Permissible Exposure Limit
C	Ceiling Exposure Limit
TLV-TWA	Threshold Limit Value-Time Weighted Average
CAS	Chemical Abstract Service
EINECS	Inventory of Existing Chemical Substances (European)

Chithambarathanu Pillai (S.O.F.)
March 2008

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CARUS CORPORATION 215 5TH STREET, PERU, ILLINOIS 61354



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ODYSSEY
MANUFACTURING CO.

MATERIAL SAFETY DATA SHEET

REVISED 5/24/13

SECTION I CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

ODYSSEY MANUFACTURING CO.
1484 Massaro Boulevard
Tampa, Florida 33619
1-813-635-0339 (24 hours)

EMERGENCY RESPONSE NUMBER:
1-800-ODYSSEY (FLORIDA)
1-813-635-0339 (OUTSIDE FLORIDA)
1-813-340-9093 (Control Room Cell Phone)
1-800-226-0911 (ACT Environmental)

SUBSTANCE: SODIUM HYPOCHLORITE

TRADE NAME: Ultra-CHLOR

CHEMICAL NAME/SYNONYMS: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-
solution, Bleach, and Liquid Bleach.

CAS NUMBER: 7681-52-9

CHEMICAL FAMILY: Alkali

FORMULA: NaOCl

DOT PROPER SHIPPING NAME: Hypochlorite Solution

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

DOT IDENTIFICATION NO: UN1791

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

DOT EMERGENCY GUIDE NO: 154

SECTION II COMPOSITION, INFORMATION ON INGREDIENTS

INGREDIENT(S):

Sodium Hypochlorite (NaOCl)	10.0 - 15.0% wt
Salt (NaOCl)	6.0 - 8.0% wt
Sodium Hydroxide (NaOH)	0.2 - 0.4% wt
Water (H ₂ O)	76.6 - 83.8% wt

SECTION III HAZARDS IDENTIFICATION

NFPA CLASSIFICATION (SCALE 0-4): Health=2 Fire=0 Reactivity=1

EC CLASSIFICATION (ASSIGNED): C (Corrosive)

EMERGENCY OVERVIEW

COLOR: Yellow

PHYSICAL FORM: Liquid

ODOR: Chlorine Odor

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

HAZARDOUS MIXTURES WITH OTHER LIQUIDS, SOLIDS, OR GASES: Reacts violently with acids liberating chlorine gas. Also reacts with organic substances. Reaction with water is *not* exothermic.

POTENTIAL HEALTH EFFECTS

INHALATION:

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

SKIN CONTACT:

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

EYE CONTACT:

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

INGESTION:

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

CARCINOGEN STATUS

OSHA: N

NTP: N

IARC: N

SECTION IV FIRST AID MEASURES

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

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

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

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

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

SECTION V FIRE FIGHTING MEASURES

FLASH POINT: Non-flammable

FLAMMABLE LIMITS: Non-flammable

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

EXTINGUISHING MEDIA: Regular dry chemical, carbon dioxide, water, or foam suitable for surrounding fire.

For large fires, use regular foam or flood with fine water spray.

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

SECTION VI ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE: Do not touch spilled material. Stop leak if possible without personal risk. For small spills, collect spilled material in appropriate container for disposal and consider absorbing with sand or other non-combustible material (e.g., do not use sawdust or other combustible material). Be advised, however, that the use of absorbing material is creating hazardous waste and this absorbing material must now be disposed of properly. Collect spilled material in appropriate container for disposal. For small dry spills, move containers away from spill to a safe area. For large spills, dike for later disposal. If possible, do not allow material to enter sewers, streams, ponds or storm conduits as concentrated solutions will seriously injure aquatic life. Keep unnecessary people away, isolate hazard area and deny entry. Contain in as small an area as possible, such as a holding area for dilution and neutralization. Contain spill in plastic drums when available. Dispose of in accordance with Federal, State, and local regulations. Personnel engaged in cleanup operations must be equipped with NIOSH approved respirator protection, rubber boots, gloves, and clothing to avoid body contact. Reportable Quantity (RQ): 100 pounds (approximately 100 gallons of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g., defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance. ACT Environmental is a private company that can be hired to provide emergency response and site cleanup services at (800) 226-0911. For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission (U.S. SARA Section 304) at (800) 320-6519 AND the National Response Center at (800) 424-8802 or (202) 426-2675 (CERCLA Section 103) within 15 minutes. Sometimes they will communicate with each other BUT DO NOT DEPEND ON THIS!

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

SECTION VII HANDLING AND STORAGE

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

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

SECTION VIII EXPOSURE CONTROLS AND PERSONNEL PROTECTION

EXPOSURE LIMITS: 2 mg/m³ AIHA recommended STEL 15 minute(s) for Sodium Hypochlorite

VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Splash goggles are preferred to a faceshield. Another option is to wear splash resistant safety goggles with a faceshield. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

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

GLOVES: Wear appropriate chemical resistant gloves.

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

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

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

SECTION IX PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL APPEARANCE: Liquid

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

COLOR: Greenish - Yellowish cast

MOLECULAR WEIGHT: 74.44

MOLECULAR FORMULA: Na-O-Cl

BOILING POINT: Degrades at 230 Degrees Fahrenheit

FREEZING POINT: 7 Degrees Fahrenheit

SPECIFIC GRAVITY: 1.15 - 1.17 at 60 Degrees Fahrenheit
PH: Approximately 11 - 13
VAPOR PRESSURE (mm HG): Vapor Pressure of water + decomposition product Vapor Pressure
VAPOR DENSITY: Not Available
SOLUBILITY IN WATER: Complete
VOLATILITY: Not Available
EVAPORATION RATE: >1
COEFFICIENT OF WATER /OIL DISTRIBUTION: Not Available

SECTION X STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.
CONDITIONS TO AVOID: Avoid heat, flames, sparks and other sources of ignition. Dangerous gases may accumulate in confined spaces. May ignite or explode on contact with combustible materials.
INCOMPATIBLES: Acids, metals, amines, combustible materials, reducing agents. Specific reactions with sodium hypochlorite include the following:
ACIDS: Violent reaction.
ALUMINUM: Corrosive action.
AMINES: Form explosive chloramines.
AMMONIA: Form explosive chloramines.
AMMONIUM SALTS: May form explosive product.
BENZYL CYANIDE (ACIDIFIED): Explosive reaction.
CELLOULOSE: Violent reaction
ETHYLENEIMINE: Forms explosive 1-chloroethyleneimine.
FORMIC ACID: Explosive mixture.
METHANOL: May form explosive compound.
NITROGEN COMPOUNDS: Forms explosive N-chloro compounds.
ORGANIC AND COMBUSTIBLE MATERIALS: Fire and explosion hazard.
OXALIC ACID: Intense reaction
REDUCING AGENTS: Fire and explosion hazard
ZINC: Corrosive
HAZARDOUS DECOMPOSITION:
Thermal decomposition products – Chlorine and Hydrochloric Acid Vapors
Decomposition Products – Hypochlorous Acid Vapors
POLYMERIZATION: Will not polymerize.

SECTION XI SODIUM HYPOCHLORITE TOXICOLOGICAL INFORMATION

IRRITATION DATA: 10 mg eyes – rabbit moderate
TOXICITY DATA:
1 gm/ kg oral-woman; TDLo; 45mg/kg intravenous-man TDLo; 5800 mg/ kg oral-mouse LD50; 140 mg/ kg/9 week(s) continuous oral-rat TDLo
CARCINOGEN STATUS: According to the IARC, animal inadequate evidence, human no adequate data, Group 3 (Hypochlorite salts)
LOCAL EFFECTS:
Corrosive: inhalation, skin contact, eye, ingestion hazards
ACUTE TOXICITYLEVEL:
Slightly Toxic if ingested
MUTAGENIC DATA:
Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9); DNA repair – Escherichiacoli 20ug/ disc; DNA damage – Escherichiacoli 420 umol/L; phage inhibition capacity – Escherichiacoli 103 ug/ well; micronucleus test - non-mammalian species multiple 200 ppb; cytogenetic analysis - non-mammalian species multiple 120 ug/ L; cytogenetic analysis – human lymphocyte 100 ppm 24hour(s); sister chromatid exchange – human embryo 149 mg/ L; cytogenetic analysis – hamster lung 100 mg/ L
HEALTH EFFECTS:

INHALATION

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

CHRONIC EXPOSURE: No data available.

SKIN CONTACT

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

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

EYE CONTACT

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

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

INGESTION

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

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

SECTION XII ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

FISH TOXICITY: 94.0 ug/L 96h hour(s) LC50 (Mortality) Cutthroat trout
(*Oncorhynchus clarki*)

INVERTEBRATE TOXICITY: 31.6 ug/L 7 hour(s) IC50 (Species Diversity) Protozoan phylum (Protozoa)

ALGAL TOXICITY: 90 ug/L 96 hour(s) LC50 (Mortality) Algae, phytoplankton, algal mat (Algae)

PHYTOTOXICITY: 230 ug/L 35 hour(s) (Biomass) Curled pondweed (*Potamogeton crispus*)

OTHER TOXICITY: 2.1 ug/L 28 day(s) (Chlorophyll) Aquatic community (Aquatic community)

ENVIRONMENTAL SUMMARY: Highly toxic to aquatic life.

SECTION XIII DISPOSAL CONSIDERATIONS

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

SECTION XIV TRANSPORT INFORMATION

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

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

U.S. DOT 49 CFR 172.101 PACKING GROUP: III (less than 16% available chlorine) / II (16% or more available chlorine)

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

U.S. DOT 49 CFR 172.101 PACKAGING AUTHORIZATIONS:

EXCEPTIONS: 49 CFR 173.154

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

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

U.S. DOT 49 CFR 172.101 QUANTITY LIMITATIONS:

PASSENGER AIRCRAFT OR RAILCAR: 5 LITERS / (less than 16% available chlorine) / 1 LITERS (16% or more available chlorine)
CARGO AIRCRAFT ONLY: 60 LITERS / (less than 16% available chlorine) / 30 LITERS (16% or more available chlorine)

SECTION XV REGULATORY INFORMATION

U.S. REGULATIONS

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): Y

SODIUM HYPOCHLORITE: 100 LBS RQ

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

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

ACUTE: Y

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N EUROPEAN REGULATIONS:

EC NUMBER (BINECS): 231-668-3

EC RISK AND SAFETY PHRASES:

R 31 Contact with acids liberates toxic gas.

R 34 Causes burns.

S ½ Keep locked-up and out of reach of children.

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

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

S 50 Do not mix with incompatible materials.

CONCENTRATION LIMITS:

C > 10% C R 31-34

5 % < = C < = 10 % Xi R 31-36/38

GERMAN REGULATIONS:

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

SECTION XVI OTHER INFORMATION

For additional information, contact our technical service department.

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

NSF International

RECOGNIZES

ODYSSEY MANUFACTURING COMPANY
TAMPA, FL

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



Accreditation Program
Accredited by the
American Water Works
Association



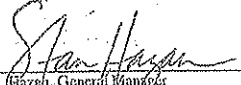
Accreditation Program
Accredited by the
Dutch Council
for Accreditation



Accreditation Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (313) 734-7600-8010.

May 4, 2000
Certificate #25070/25070B


Stan S. Gajzer, General Manager
Drinking Water Additives



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.
Ultra-Chlor Sodium Hypochlorite Specification
For
12.5 Trade Percent Available Chlorine

<u>Item</u>	<u>Guarantees</u>	<u>Typical Values</u>
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.15 - 0.4	0.25 - 0.35
pH:	12.3 - 12.7	12.4 - 12.6
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.85	11.05 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	5 - 10 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 - 2.50 centipois	1.75 - 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity :	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 - 1.25 minutes
Hardness (as Calcium Carbonate):	<5 ppm	1 ppm
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

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

DUMONT

**CLEAN TANK
GUARANTEE**

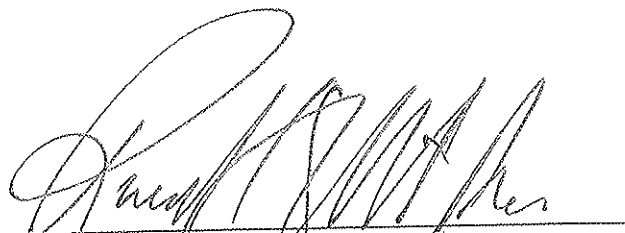


Clean Tank Guarantee

Dumont guarantees that when any tank is filled with any of our chemicals there will never be anything at the bottom of your tank except the highest quality contaminant free product on the market.

Should the City of Marathon ever get any build up of any kind on the bottom of their tank, Dumont will pump out the contaminated product and clean your tank at our expense. Then we will refill your tank with fresh clean product at no extra charge.

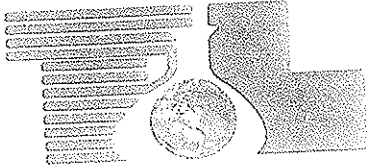
The only requirement to keep this guarantee in force is that you use only Dumont chemical products in your tank.



Ronald H. Cartwright, President
The Dumont Company, Inc.

DUMONT

**INDEPENDENT SAMPLE
TESTING**



THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

21-Jun-2013
Page 1 of 1

Report for: The Dumont Company
381 S. Central Ave.
Oviedo, FL 32765
Attn: Ron Cartwright

Sample Identification:
Sodium Hydroxide, 50% Commercial Grade
Id: 061413
PO #53330

Date Received: 18-Jun-2013
Laboratory Number: 359348

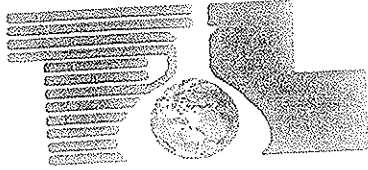
CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Units
ASTM E291	Sodium Hydroxide (NaOH)	52.74	%
AOAC 945.06	Specific Gravity @ 74 °F	1.5410	

THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions,
or interpretations is limited to the invoice amount.

#4



THORNTON LABORATORIES TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

24-Jun-2013
Page 1 of 1

Report for: The Dumont Company
381 S. Central Ave.
Oviedo, FL 32765
Attn: Ron Cartwright

Sample Identification:

Aluminum Sulfate, 48.5% Commercial Grade
Id: 061413
PO #53330

Date Received: 18-Jun-2013
Laboratory Number: 359349, Revised for a recheck.

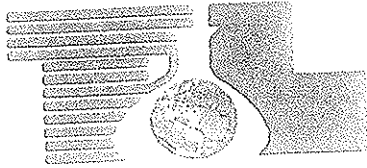
CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Units
AWWA/AOAC 2006.03	Aluminum Sulfate [Al ₂ (SO ₄) ₃]	51.04	%
AOAC 945.06	Specific Gravity @ 74 °F	1.3194	

THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions, or interpretations is limited to the invoice amount.

#5



THORNTON LABORATORIES TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

21-Jun-2013
Page 1 of 1

Report for:

The Dumont Company
381 S. Central Ave.
Oviedo, FL 32765
Attn: Ron Cartwright

Sample Identification:

Glycerin, 70% Solution
Id: 061413
PO #53330

Date Received: 18-Jun-2013
Laboratory Number: 359350, Revised

CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Units
Hach 8000	Chemical Oxygen Demand	* > 1,000,000	mg/L
AOAC 945.06	Specific Gravity @ 74 oF	1.2127	

* Analysis performed by City of Clearwater, Public Utilities Lab. [#E54021].

THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions,
or interpretations is limited to the invoice amount.

#9

Date: 16 April 2013

Call for results over the phone
513-523-3605

Odyssey Sample Analysis Results
Received 9 April 2013

<u>Parameter</u>	<u>Bleach Rec'd</u>	
	<u>4/9/2013</u>	
Wt% NaOCl	11.65	
GPL Available Chlorine	130	
Trade %	13.0	
Wt% NaOH	0.386	
Calculated pH	13.0	
Wt% Na ₂ CO ₃	0.172	
Specific Gravity, g/mL	1.1695	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	394	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.23	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, mg/L	72,314	
Sodium, g/L (estimate)	52	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.94	
Filter Test (1,000 mL)	0 min 47 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis B.P. Bubnis *16 April 2013*

DUMONT

**SAFETY TRAINING
OUTLINE**



The Dumont Company Safety Training Seminar

A. Introduction

B. Hazard Communication

- Labeling System
- MSDS
- Right-To-Know

C. Corrosives

- Properties
- Hazards

D. Personal Protective Equipment

- Types and Use

E. Small Spill Response

- Containment
- Clean Up

DUMONT

**SPILL RESPONSE
CONSULTANT**



Compliance Group, LLC

Regulatory and Distribution Services

2707 W. Price Avenue, Tampa, Florida 33611 Phone: 813-433-4979

Profile for:

David O. Rivers

Masters of Occupational Safety & Health / Environmental Management

In-depth study and research in Safety and Accident Prevention, Safety Engineering, Ergonomics, Industrial Hygiene and Air Quality, Fire Protection, Toxicology and Environmental Management.

Certified Safety Professional (CSP) - License No. 18117

The CSP designation is accredited and issued by the Board of Certified Safety Professionals after extensive review of experience, educational background, and testing of competence in those regulatory based standards and sciences of workplace and construction safety included in 29 CFR, ANSI, and NFPA among others.

Certified Hazardous Materials Manager (CHMM) - License No. 11483

The CHMM designation, which covers regulatory competence of Hazardous Materials, Hazardous Waste, and Workplace Safety through formal testing and evaluation by a third party, is issued by the Institute of Hazardous Materials Managers and accredited by the Council of Engineering and Scientific Specialty Boards and the American National Standards Institute (ANSI).

Certified Environmental, Health and Safety Trainer (CET) - Certification No. 22-083

The CET designation is issued by the Board of Examiners of the Board of Certified Safety Professionals. The CET is awarded after completion of extensive review of instructional ability, subject competence, and final examination of instructional science in specialty areas of expertise including Occupational Health and Safety, Hazardous Materials Transportation and Hazardous Waste.

Over 20 Years of Experience in the Transportation, Manufacturing and Chemical Distribution Industries

HS&E Management	Hazardous Waste	Hazardous Materials
Repackaging	Quality Systems	Efficiency Studies
Process Engineering	Auditing	Equipment Design
Manufacturing	Training and Presentation	Chemical Processing
Crash and Spill Response	Workplace Safety	Environmental Remediation
	OSHA, EPA, DOT Regulations	

Membership and Affiliations

American Society of Safety Engineers, National Environmental, Safety and Health Training Association
Institute of Hazardous Materials Management, Alliance of Hazardous Materials Professionals,

Biography

David Rivers most recently served as the Regulatory Programs Director for R&S Compliance Group, LLC where he has conducted compliance audits, performed seminars and represented the private sector in regulatory compliance initiatives. Prior to beginning his partnership at R&S, David worked for Brenntag Mid-South and DSI Transports, Inc. where he served as the operations manager of multi-model hazardous material distribution facilities. David offers over 20 years of private sector industrial experience in chemical handling, engineering, safety, transportation and regulatory compliance. In addition to the private sector, David had the distinct honor to serve as the Senior Transportation Specialist for the Hazardous Materials Enforcement section of the Federal Motor Carrier Safety Administration, a division of the US Department of Transportation, in Washington, DC.

R&S Compliance Group, LLC

Certified Hazardous Materials Managers (CHMM), Certified Environmental Health and Safety Trainers (CET), Certified Safety Professionals (CSP), Professional Geologists (PG), Certified Environmental Specialists (CES), and Professional Engineers (PE)

DUMONT

**SUBCONTRACTOR
INFORMATION**



October 8, 2013

City of Marathon

RE: ReBid – Chemical Delivery to Wastewater Facilities

Subject: Subcontractor Information

Odyssey Manufacturing Company is Dumont's subcontractor for the above referenced bid. Odyssey is located at the following address and their main contact:

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
Ph: 813-635-0339 (24 hours)

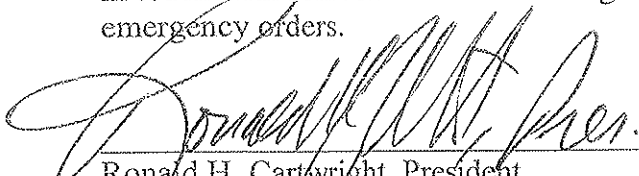
Patrick Allman
(800) 639-7739

In addition to that the following are Odyssey's degreed engineers:

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

Marvin Rakes
University of North Carolina, BS/Chemical Engineering, 1985

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



Ronald H. Cartwright, President
The Dumont Company, Inc.

AC# 6303402

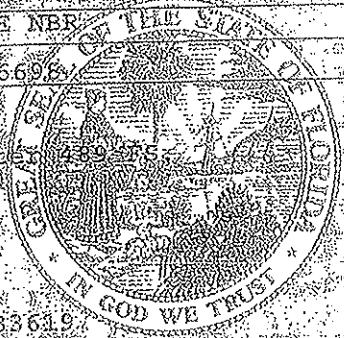
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082500709

DATE	BATCH NUMBER	LICENSE NBR
08/25/2012	128008359	CGC1516698

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014



COBBLE, MICHAEL H.
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6201412

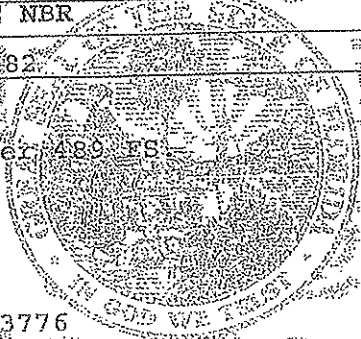
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071300846

DATE	BATCH NUMBER	LICENSE NBR
07/13/2012	118197876	CFC057182

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014



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

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW
DETACH HERE

PATRICK HENRY ALLMAN, III

707 South Packwood Ave
Tampa, FL 33606
Work: (813) 335-3444 Home: (813) 254-6590
E-Mail: pallman@odysseymanufacturing.com

EDUCATION

- Bachelor of Science in Nuclear Engineering (mechanical engineering emphasis), Univ. of Virginia, Charlottesville, VA., May 1983
- M.B.A. with High Honors (4.0 GPA), Univ. of Tampa, Tampa, FL., Dec 1990
- Masters Equivalent, Post-Graduate Education in Nuclear Engineering and Reactor Operations, Department of Naval Reactors, August 1984
- Certified Professional Engineer by US DOE/Naval Reactors, May 1987
- Passed Engineer-In-Training (EIT) Exam, April 1991
- Certified Manager (C.M.), National Management Association (NMA), June 1992
- Certified Purchasing Manager (C.P.M.) designation, National Association of Purchasing Managers (NAPM), March 1996
- Certified Energy Manager (C.E.M.), Association Energy Engineers, August 1998

EXPERIENCE

- 10/05 - Pres. U.S. Naval Reserves. Commanding Officer of Voluntary Training Unit, Tampa Naval Reserve Center, MacDill AFB, Florida.
- 10/03 - 10/05 U.S. Naval Reserves. Commanding Officer of 60-person Submarine Group 8 Navy Reserve Detachment. Oversaw major transformation & reorganization of reserve support to Commander Naval Forces Europe. Completed Navy's Anti-Terrorism Officer course. Awarded Navy Meritorious Service Medal.
- 10/02 - 9/03 U.S. Naval Reserves. Executive Officer, NR USCINCSOC 108, MacDill AFB. Responsible for operations of 27-Officer and 5 enlisted person Reserve Unit attached to a Joint Command. Awarded Navy Commendation Medal.
- 2/99 - Pres. Odyssey Manufacturing Company. General Manager. Responsible for starting up new company and overseeing the design and construction of a "state of the art" \$20 million chemical plant which began operations March 2000. Company is the largest sodium hypochlorite (i.e. bleach) supplier to the water and wastewater treatment plant market in Florida with over \$35 million in annual sales and over 95% of peninsular Florida marketplace. Company also provides engineering and construction services which generate over \$4 million annual sales. Manages business; responsibilities include operations, profit/loss, sales, marketing, staffing, personnel, financial, regulatory compliance, and permitting. Company selected as Southeast Desalting Association (SEDA) 1993 Vendor of Year and Florida Water & Pollution Control Operator Association (FWPCOA) 1994 Best Associate Member.
- 10/98 - 9/03 U.S. Naval Reserves. Watch Officer Joint OPS CTR (JOC), US Special Operations Command (USSOCOM), MacDill AFB. Provided critical watchstanding support in wake of September 11th attacks for Noble Eagle and Enduring Freedom. Awarded Defense Meritorious Service Medal.
- 10/97 - 9/98 U.S. Naval Reserves. Commanding Officer of 30-person Advanced Base Facility Component (ABFC) Naval Reserve Unit.

- 10/96 - 1/99 Tampa Electric Company. Bulk Power and Market Development, Account Manager for largest Tampa Electric Company Industrial Customers. Called on customers. Sold various ancillary products. Developed and implemented market plans for retaining and expanding current business. Wrote and negotiated contracts. Performed financial and technical analysis for various corporate business opportunities. Functioned as Project Manager. Advised customers and company upper management on energy business matters through continuous market monitoring. Instrumental in developing 5 Year Market Plan for Tampa Electric Company in the face of electric utility deregulation. Driving force behind company's pursuit of an Economic Development Rate.
- 10/95 - 9/97 U.S. Naval Reserves. Commanding Officer of 60-person Naval Weapons Station Charleston Reserve Unit. #1 Reserve Unit at NRC St Petersburg for two years. Top-ranked Commanding Officer at NRC St Petersburg for two years. Selected for regional leadership Team. Unit selected for national Leo Bilger Award in 1997 given to BEST Reserve Units in the County. Awarded Navy Commendation Medal and Navy Achievement Medal.
- 5/95 - 10/96 Tampa Electric Company. Bulk Power and Market Development, Statewide Sales & Marketing Representative and Project Team Leader for wholesale power sales and corporate business opportunities. Called on customers. Wrote and negotiated contracts. Developed and implemented marketing plans. Performed financial analysis for business opportunities including several major acquisitions.
- 1/93 - 9/95 U.S. Naval Reserves. Commanding Officer of 24-person Naval Facility Keflavik Reserve Unit. #1 Reserve Unit at NRC St Petersburg for three straight years. Unit selected as the BEST Reserve Unit in REDCOM EIGHT for 1994. Selected as the Naval Officer Reserve Association's National Junior Officer of the Year for 1994. #1 ranked officer at NRC St Petersburg for three years.
- 12/91 - 7/95 Tampa Electric Company. Materials Management, Senior Engineer. Worked as a Project Manager/Contract Administrator managing large projects primarily in the power plant, port operations, computer systems and telecommunications areas. These projects included most of the large contracts for the Polk Power Station coal gasification plant, major upgrade to the coal handling systems at Big Bend and Gannon Power Stations, dredging and seawall contracts, major FGD ("scrubber") retrofit project, a new Work Order Management System, as well as over \$40 million worth of contracts for all the company's major power plant outage-related work over a three year period. Duties included project management, business analysis, writing technical specifications, writing and negotiating contracts, and various materials management functions (spare parts, warehousing, and investment recovery).
- 1/91 - 12/92 U.S. Naval Reserves. Asst. Weapons Officer for Submarine Squadron 14 in Kings Bay, GA. Acted as Squadron Duty Officer on weekends and two-week annual duty.
- 10/90 - 12/91 Tampa Electric Company. Distribution Engineering, Principal Engineer. Technical Sales and Project Management. Managed large lighting projects (including Bayshore Boulevard renovations), performed engineering analysis and set company policies, account manager for

governmental agency customers, developed lighting rates for the Public Service Commission, coordinated lighting related issues between seven company departments, and did marketing and sales of the company's lighting services and products.

- 7/88 - 12/90 US Navy Officer Programs Recruiter, Tampa, FL. Officer-in-Charge of Navy recruiting for Central Florida. Responsibilities included recruitment, supervision, the development/implementation of marketing plans and the meeting of sales goals. Personally recruited for Officer Programs, exceeding every monthly quota. Awarded two Navy Commendation Medals and one Navy Achievement Medal during tour. National Officer Recruiter of the Year for FY 1990. Jacksonville NRD Officer Recruiter of the Year for FY 1989. Led NRD Officer Programs Team to #1 Ranking in the Country for two consecutive years out of 41 total NRD's (#19 finish in year prior to arrival). Supervised over 64 Judge Advocate General (JAG) Investigations. Supervisory responsibilities included directing over 75 enlisted recruiters & over 30 temporarily assigned personnel.
- 5/88 - 6/88 US Navy Officer Recruiting Course, Orlando, FL. Training in public relations, sales, and marketing techniques/strategies.
- 4/85 - 5/88 Dept Head/Division Officer. USS HENRY CLAY (SSBN 625), Charleston, SC. Weapons (DH), Sonar, Missile, Missile Fire Control, Torpedo, Torpedo Fire Control, Reactor Controls, and Interior Communications Officer on a ballistic missile submarine. Positions encompassed a wide variety of engineering, personnel management, operations management/analysis, technical writing and leadership/supervisory experience. As Officer of the Deck, directed the tactical and systems operations of a nuclear powered submarine. As Engineering Officer of the Watch, supervised the operation of a nuclear power plant. Completed six strategic deterrent patrols under conditions of high stress, submerged for several months at a time. Qualified SSBN Weapons Officer & Engineer, becoming one of the 1st officers in the Navy to qualify for two Department Head positions in their first tour. Awarded Navy Achievement Medal. Significantly contributed to various team goals, including BEST submarine in the Submarine Squadron 6 and runner-up for Atlantic Fleet for 1987, as well as "OUTSTANDING" or "EXCELLENT" evaluations on submarine's last six major inspections.
- 9/84 - 4/85 US Navy Submarine School and Poseidon Guided Missile School. Training.
- 8/83 - 8/84 US Naval Nuclear Power School/Prototype Training. Graduate level practical and theoretical work in the principles and operation of a nuclear power plant.
- 5/83 - 8/83 Instructor UVA NROTC. Awarded Secretary of Navy Commendation for Bravery for saving police officer's life.

DUMONT

DUMONT STAFF BIOS



Kenny Williams Bio

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

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



Erica Latker Bio

Erica Latker
Area Manager, SE Florida
Ph: 954-397-9799
erical@dumontchemicals.com

Erica Latker has BS degrees in both Chemistry and Biology with 23 years experience in the water/wastewater industry. Ms. Latker has worked extensively in her career in troubleshooting and improving water and wastewater treatment facilities by reviewing process and equipment details. She began her career as a field engineer and chemist, running pilot trials for three major water and wastewater equipment manufacturers on the eastern seaboard.



**FDPH.MH18007
Drinking Water Treatment Chemicals**

[Page Bottom](#)

Drinking Water Treatment Chemicals

[See General Information for Drinking Water Treatment Chemicals](#)

CHENEY LIME & CEMENT CO
PO BOX 160
ALLGOOD, AL 35013 USA

MH18007

NSF/ANSI 60

Plant at: Alabaster, AL

Trade Dsg	Category	Max Use Level (mg/L)
Calcium Oxide	Softening, Precipitation and pH Adjustment	500
Trade Dsg	Category	Max Use Level (mg/L)
Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650

[Last Updated](#) on 2013-10-04

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The Public Health and Safety Organization

NSF Product and Service Listings

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=Carus&Chemical Name=Potassium+Permanganate&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Carus&ChemicalName=Potassium+Permanganate&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Carus Corporation

315 Fifth Street
P.O. Box 599
Peru, IL 61354-0599
United States
800-435-6856
815-223-1500

Facility : # 1 La Salle, IL

Potassium Permanganate[PO]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAIROX® Potassium Permanganate Code C	Oxidant	50mg/L
CAIROX® Potassium Permanganate Code F	Oxidant	50mg/L
CAIROX® Potassium Permanganate Free-Flowing Grade	Oxidant	50mg/L
CAIROX® Potassium Permanganate GP 1020	Oxidant	50mg/L
CAIROX® Potassium Permanganate GT 1020	Oxidant	50mg/L
CAIROX® Potassium Permanganate Technical Grade	Oxidant	50mg/L
Potassium Permanganate Free-Flowing Grade	Oxidant	50mg/L
Potassium Permanganate Technical Grade	Oxidant	50mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

{PO} The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 8

Processing time was 0 seconds



The Public Health and Safety Organization

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NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Arch Chemicals, Inc.

5660 New Northside Drive Northwest

Suite 1100

Atlanta, GA 30328

United States

203-229-3510

[Visit this company's website \(http://www.archchemicals.com\)](http://www.archchemicals.com)

Facility : Charleston, TN

Calcium Hypochlorite[1] [CL]

Trade Designation

CCH®

CCH® 3" Calcium Hypochlorite Tablets

CCH® Chlorinating Tablets

CCH® Granular for Industrial Applications & Swimming Pools

Calcium Hypochlorite

Calcium Hypochlorite Plus Tablets

Constant Chlor Plus Briquettes

DryTech® Calcium Hypochlorite Granular

DryTec® Briquettes

Product Function

Disinfection & Oxidation

Algicide

Algicide

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Max Use

15 mg/L

15mg/L

15mg/L

15mg/L

15 mg/L

15 mg/L

15 mg/L

15mg/L

15mg/L

15mg/L

DryTec® FG Calcium Hypochlorite Briquettes[2]	Algicide Disinfection & Oxidation	15mg/L
DryTec® Granular	Disinfection & Oxidation Algicide	15mg/L
Easiflo Dry Chlorinator Granular	Disinfection & Oxidation Algicide	15 mg/L
HTH®	Disinfection & Oxidation Algicide	15 mg/L
HTH® Chlorinating Granules Chlorinator	Disinfection & Oxidation	21mg/L
HTH® Clean 'N Scrub Granules Chlorinator	Algicide Disinfection & Oxidation	15mg/L
HTH® Clean 'N Scrub Tablets Chlorinator	Algicide Disinfection & Oxidation	15mg/L
HTH® Dry Chlorine Disinfecting Tablets	Algicide Disinfection & Oxidation	15mg/L
HTH® Dry Chlorine Granular	Algicide Disinfection & Oxidation	15mg/L
HTH® Dry Chlorine Tablets	Algicide Disinfection & Oxidation	15mg/L
HTH® Duration® Capsules	Disinfection & Oxidation Disinfection & Oxidation Algicide	15 mg/L
HTH® Poolife™ Active Cleaning Caplets Chlorinator	Algicide Disinfection & Oxidation	15mg/L
HTH® Poolife™ Active Cleaning Granules Chlorinator	Algicide Disinfection & Oxidation	15mg/L
HTH® Poolife™ Active Cleaning Tablets Chlorinator	Algicide Disinfection & Oxidation	15mg/L
HTH® Sock It® Shock Treatment and Super Chlorinator	Disinfection & Oxidation Disinfection & Oxidation Algicide	13 mg/L
HTH® Super Sock It® Super Chlorinating Shock Treatment	Disinfection & Oxidation Algicide	13 mg/L
POOLIFE® Autofeed® A300 Tablets	Disinfection & Oxidation	15mg/L
Poolife™ Exclusive Pool Care Collection TurboShock Shock Treatment	Algicide Disinfection & Oxidation	13mg/L

[1] All Listed Calcium Hypochlorite products from this facility are NSF Certified, whether or not they bear the NSF Mark.

[2] Trade name includes the following: "For Municipal and Industrial Water Treatment Applications."

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Corsicana, TX

Calcium Hypochlorite[CL]

Trade Designation

Product Function

Max Use

CCH®	Algicide	15mg/L
	Disinfection & Oxidation	
CCH® 3" Calcium Hypochlorite Tablets	Algicide	15mg/L
	Disinfection & Oxidation	
CCH® Tablets for Industrial Applications and Swimming Pools	Disinfection & Oxidation	15mg/L
Calcium Hypochlorite 20 Gram Tablets	Disinfection & Oxidation	15mg/L

{CL} The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 31

Processing time was 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=C+%26+S+Chemicals&ChemicalName=Aluminum+Sulfate&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

C & S Chemicals, Inc.

4180 Providence Road
 Building 300, Suite 310
 Marietta, GA 30062
 United States
 770-977-2669

Facility : # 2 USA

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	150 mg/L
Aluminum	Coagulation & Flocculation	150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : # 3 USA

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	150mg/L
Aluminum Sulfate	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : # 4 USA

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	150mg/L
Aluminum Sulfate	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : # 5 USA

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Liquid Alum	Coagulation & Flocculation	150mg/L
Papermakers Alum	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : # 6 USA

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Liquid Alum	Coagulation & Flocculation	150mg/L
Papermakers Alum	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : # 7 USA

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Liquid Alum	Coagulation & Flocculation	150mg/L
Papermakers Alum	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 15

Processing time was 1 seconds

**SECTION 2
CONTRACT FOR
CHEMICAL DELIVERY TO WASTEWATER FACILITIES**

THIS CONTRACT is made this 13 day of November, 2013 by and between the City of Marathon, Florida (the "City") and Fort Bend Services, Inc (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included in Section 4 of this bid package.
- 2.2. **COMPENSATION/PAYMENT**-
 - 2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 2.2.2. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
 - 2.2.3. The Contractor shall be compensated at the unit prices specified in Exhibit A based upon the actual Work completed for the month.
- 2.3. **TERM**- This Contract shall be effective upon execution by both parties and shall continue for (3) three years through **October 31, 2016** (date). The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for an additional term of two (2) one (1) year periods. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than 60 days prior to the date of termination.
- 2.4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the described the areas for the Work contemplated in Section 4 and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.
- 2.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.
- 2.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or delivery operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced.

2.7. INDEMNIFICATION-

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Contract.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Bid Documents;
Scope of Work/Specifications;
Qualification Statement;
Insurance Certificates; and
Bonds.

2.9. **CONTRACTOR'S EMPLOYEES-**

2.9.1. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.2. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

2.9.3. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

2.9.4. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.10. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.11. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The

underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

INSURANCE REQUIREMENTS - STATUTORY LIMIT

Commercial General Liability – Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Worker's Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract to apply to all owners, officers and employees regardless of the number of employees. Worker's Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employer's liability will have minimum limits of:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease policy limit

Business Auto Liability – Coverage shall apply to all owned, hired and non-owned vehicles used with limits of:

- \$1,000,000 combined single limit

Pollution Liability – Covering a transporter moving hazardous products or waste as cargo with minimum limits of:

- \$1,000,000 bodily injury/property damage, cleanup including wrongful delivery

2.11.1 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

2.11.2 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

2.11.3 **Certificate of Insurance:** Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

2.11.4 **Additional Insured** - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

2.11.5 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

2.12. **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this contract or any part of it; or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager. This Contract may only be amended by the parties with the same formalities as this Contract.

2.13. **TERMINATION-**

2.13.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

2.14. **CHOICE OF LAW-** This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

2.15. **ATTORNEY'S FEES-** . If either the City or Contractor is required to enforce the terms of the contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

2.16. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

2.17. **INSPECTION AND AUDIT-** During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

2.18. **SEVERABILITY-** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

2.19. **WAIVER OF JURY TRIAL** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

2.20. COUNTERPARTS- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

2.21. NOTICES- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

For City:

Gray Robinson, Attorneys At Law
John Herin, City Attorney
401 East Las Olas Blvd, Suite 1850
Fort Lauderdale, FL 33301
Telephone: (954) 761-7500
Facsimile: (954) 761-8112

For Contractor:

Fort Bend Services, Inc
David James – Polymer Sales Manager
PO Box 1688
Stafford, TX 77497-1688
Telephone: (281) 261-5199
Facsimile: (281) 261-2295

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: *Diane Clavier*
Diane Clavier, City Clerk

By: *Roger T. Hernstadt*
Roger T. Hernstadt, City Manager

By: *[Signature]*
City Attorney

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

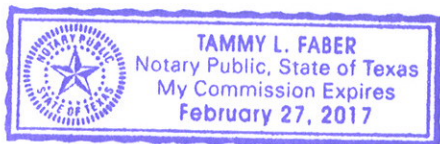
Signed, sealed and witnessed in the
presence of:

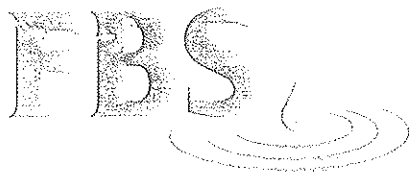
As to Contractor:

By: *Tammy L. Faber*

By: *David James*

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.





Fort Bend Services, Inc.
Water & Waste Treatment Specialist

Please Attach this Addendum with the Bid Package From:

Fort Bend Services, Inc.
PO BOX 1688
Stafford, Texas 77497-1688

office: 281.261.5199 / toll free: 800.933.3678 / fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 / mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

CHEMICAL REBID PROJECT ADDENDUM NO. 2

Page 2 of 2

Q 6. During our inspection of facilities it was noted that when the Centrifuge is in use it is much more difficult to access the chemical tanks. We were informed that it is not uncommon for the Centrifuge to be located at a plant for as long as 1 to 2 weeks at a time. In the section of your specifications regarding Delivery Locations you mention that there are "tight situations" and that using hoses to cover "considerable distances" might be necessary. You also require for liability purposes that the delivery vehicle be able to complete the delivery "while located completely within the City's wastewater facility". We assume that the successful vendor must use a vehicle and equipment (such as hoses) that would allow them to meet all of these requirements even when the Centrifuge is on location so that safe chemical deliveries could be made at all times without damage to landscape, walks, drives, etc. (as required in Section 2.6.3 of the sample Contract document). Our question is: Is this assumption correct?

A 6. Yes.

Q 7. In the specification describing Aluminum Sulfate, it indicates that the solution strength could vary from 20%- 48.5%. We assume that this is a typo and that you want bids on the standard solution strength of 48.5%. Our question is: Is this assumption correct?

A 7. Yes.

Q 8. During our inspection of facilities it was noted that all of your facilities are located along US 1 or Overseas Hwy. In accordance with item 1.07 of your specifications, we checked with local Marathon Police to determine if there were any ordinances prohibiting the blockage of US 1 especially by a truck hauling hazardous material. We found that there are several that prohibit blocking of traffic on a main artery such as US 1. Depending on the type of truck used, entrances to some of the plants could require maneuvering of the vehicle in such a way that traffic on US 1 could be blocked or significantly impeded. Our question is: Does the City of Marathon have an exemption to these ordinances or would it be necessary for the successful vendor to make sure that they are using a vehicle that could enter the plant without blocking or impeding traffic in any manner?

A 8. No. & Yes.

Bidder Acknowledge with Submittal (Print Firm Name) FORT BEND SERVICES, INC.



CITY OF MARATHON, FLORIDA

8806 Overseas Highway, Marathon, Florida 33050
Phone: (888) 743-0088 Fax: (888) 743-5667
www.ci.marathon.fl.us

CHEMICAL REBID PROJECT ADDENDUM NO. 2

10/4/2013

Notice to All Proposers: Addendum must be acknowledged with your bid in order for your bid to be considered responsive.

Contractor RFI Questions (Q denotes Question, A denotes Answer):

Q 1. Who is the current supplier for the liquid Aluminum Sulfate?

A 1. The Dumont Company

Q 2. What price is aluminum sulfate being sold at?

A 2. The unit cost to the City is \$2.45

Q 3. Is the bidder required to install tanks on site? Or will tanks be provided for the chemicals?

A 3. Yes, only tanks identified on specifications. No, only products specified will require tanks.

Q 4. In the original bid for these chemicals which was ultimately cancelled, there was an addendum deleting item #6 Polymer from the requirement for chemical testing. We assume that you will agree that it is also not necessary to test this item for purposes of this rebid.

Our question is: Is this assumption correct?

A 4. A Lab analysis report is not required to be submitted.

Q 5. In the Section entitled Delivery Locations, there is a list of the plants and their addresses. In addition there is a list of tanks required at each location. There is a statement above the tank list that states "Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination." There is no mention of responsibility for maintaining the tanks. We assume that the intent is for the successful vendor for each chemical to initially provide any tanks required to hold that chemical and to maintain and/or replace the tanks as required during the contract period and that all cost for same be included in the per gallon bid price of the chemical. Our question is: Is this assumption correct?

A 5. Yes.



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

Rebid CHEMICAL DELIVERY TO CITY WASTEWATER FACILITIES ADDENDUM NO. 1

9/27/2013

Notice to All Proposers: The Following Addendum Is Intended To Respond To Questions Provided As
"Requests For Information." (Q denotes question and A denotes answer)

1. Please note that the Bid Due Date will remain the same.
2. Page 24 -- Independent Sample Testing for Products
Revised to read: Each prospective Bidder shall provide a copy of test results processed within the last ~~90~~ 180 days...

Bidder Acknowledge with Submittal (Print Firm Name) Fort Bend Services, Inc.



CITY OF MARATHON
FLORIDA

INVITATION TO BID
FOR
REBID CHEMICAL DELIVERY TO
CITY WASTEWATER FACILITIES

SEPTEMBER 2013

SECTION 1
INSTRUCTIONS TO RESPONDENTS

- 1.01. SEALED BIDS- Sealed bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

Date: October 10, 2013
Time: 3:00 p.m.
Place: City Hall

- 1.02. DEFINITION OF TERMS- Certain terms used in these documents are defined as follows:

Bid\Bid Response	The bid documents submitted by the Respondent.
Respondent	Any Person, firm or corporation submitting a bid for the Work covered by these specifications, or his duly authorized representative.
City	The City Council of the City of Marathon or the City Manager, if applicable.
Contractor	The person, firm or corporation with whom the City has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Respondent	Any person, firm, or corporation submitting a Bid for the Work who maintains a permanent place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract with the City.
Responsive Proposal	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any work items, unless alternatives are requested in the specifications. The services required by the Contract Documents.

Work: All labor, materials, supplies, supervision, equipment, and incidentals, required for the furnishing and delivery of the chemicals as specified herein.

- 1.03. DELIVERY OF BIDS- All Bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Respondent and his address clearly marked:

"Re Bid - Chemical Delivery to Wastewater Facilities"

Due Date: October 10, 2013

Time: 3:00 p.m.

Place: City Hall

addressed to: City Clerk
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

All Bids must be received by the City no later than 3:00 p.m. on October 10, 2013.

- 1.04. BID GUARANTY- ~~Not required. A certified or cashier's check drawn on a national or state bank, or bid bond, in a sum not less than one percent (1%) of the total amount of the Bid, shall accompany each Bid as a guarantee that the Respondent will, if award is made, execute a Contract to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A rating or better under Best's Guidelines, made payable to: The City of Marathon.~~
- 1.05. BID FORMS - The Respondent shall submit one (1) TIFF file on CD, one (1) original and two (2) copies of the Bid. The Respondent shall fill in all the blank spaces completely for each unit item for which a Bid is tendered. The Respondent shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Bid Form; 2) Certificate or Evidence of Insurance; 3) Bid Guarantee; 4) Qualifications Statement; 5) any addenda; and 6) a Corporate Resolution evidencing Authorization to Submit Bid, if applicable.
- 1.06. SIGNATURE ON BID - The Respondent shall sign the Bid as follows: If the bid is made by an individual, the Respondent's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The bid shall bear the seal of the corporation attested by the secretary. Anyone signing the bid as agent shall include in the bid legal evidence of his/her authority to do so.

- 1.07. FAMILIARITY WITH LAWS- The Respondent is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.
- 1.08. QUALIFICATION OF RESPONDENTS - Each Respondent shall submit a completed Qualification Statement utilizing the form attached as Exhibit "A" in Section 5 of the bid package.
- 1.09. RIGHT TO REJECT BIDS - The City reserves the right to reject any and all Bids, with or without cause, and to waive technical errors and informalities.
- 1.10. AWARD OF CONTRACT-
- 1.10.1. The Award of the contract will be to one or more Responsive and Responsible Respondent(s), whose qualifications indicate the Award will be in the best interest of the City and whose Bid(s) complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Respondent(s) and the City is satisfied that the Respondent(s) are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.
- 1.10.2. If the City accepts a Bid, the City will provide a written notice of award to the successful Respondent.
- 1.10.3. If the successful Respondent to whom a contract is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the City may, at the City's sole option, award the contract to the next ranked Responsive and Responsible Respondent or reject all Bids or re-advertise the Work.
- 1.10.4. The City may award the Work to one or more Respondents, if the City determines that the needs of the City would be best served by more than one contractor. The City may elect more than one Respondent in the form of continuing service agreements, whereby the City may assign work to each Respondent from time to time. The City may also elect to award the contract in parts.
- 1.10.5 The City's local preference ordinance, Ordinance No. 2009-01, an excerpt of which is attached as Exhibit "B", shall be used in determination of unit prices.
- 1.11. RETURN OF THE BID GUARANTY- ~~All Bid Guarantees of unsuccessful Respondents will be returned after the contracts are awarded and executed.~~
- 1.12. EXECUTION OF CONTRACT- The successful Respondent(s) shall, within ten (10) days of receipt of a written notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and bonds.

- 1.13. FAILURE TO EXECUTE THE CONTRACT- The failure of the successful Respondent(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Respondent agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Respondent will be retained by the City, not as a forfeiture or a penalty, but as liquidated damages.
- 1.14. TIME AND AWARD- The Respondent agrees to abide by the unit prices quoted in the Bid for 120 days from the date of bid opening.
- 1.15. INTERPRETATION AND CLARIFICATION- All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to Project Manager:

Zully Hemeyer, Utilities Manager
9805 Overseas Highway,
Marathon, Florida 33050
Telephone: (305) 289-5009
Facsimile: (305) 289-4123
Email: hemeyerz@ci.marathon.fl.us and copy to: londond@ci.marathon.fl.us

Interpretation or Clarifications considered necessary by the City in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by City as having received the Bid Documents. Written questions must be received no less than seven (7) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

- 1.16. BID MODIFICATIONS- No modifications shall be submitted by Respondent or accepted by the City.
- 1.17. WITHDRAWAL OF A BID- A Respondent may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened.
- 1.18. OPENING OF BIDS- Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Bids. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Respondents or their authorized agents are invited to be present at the bid opening.
- 1.19. PUBLIC ENTITY CRIMES ACT- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with a public entity for the construction or repair of a public building or

public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

- 1.20. CITY LICENSES PERMITS AND FEES- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a contractor will have to pay the City before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work as part of the contract are as follows:

[A City of Marathon registration will be required.]

Licenses, permits, and fees which may be required by Monroe County or any State or Federal entities are not included in the above list.

- 1.21. INSURANCE. The Respondent shall be required to provide and maintain insurance coverage of such types and amounts as specified in Section 2.11 of the Contracts. Following award of bid, the Respondent shall provide Certificates of Insurance.

(remainder of page intentionally left blank)

SECTION 2
CONTRACT FOR
CHEMICAL DELIVERY TO WASTEWATER FACILITIES

THIS CONTRACT is made this _____ day of _____, 2013 by and between the City of Marathon, Florida (the "City") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 2.1. SCOPE OF WORK- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included in Section 4 of this bid package.
- 2.2. COMPENSATION/PAYMENT-
 - 2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
 - 2.2.2. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
 - 2.2.3. The Contractor shall be compensated at the unit prices specified in Exhibit A based upon the actual Work completed for the month.
- 2.3. TERM- This Contract shall be effective upon execution by both parties and shall continue for (3) three years through _____(date). The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for an additional term of two (2) one (1) year periods. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than 60 days prior to the date of termination.
- 2.4. CONTRACTOR'S DUTY TO INSPECT- The Contractor has carefully examined the described the areas for the Work contemplated in Section 4 and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.
- 2.5. NON-WAIVER- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.
- 2.6. PROTECTION OF PROPERTY AND THE PUBLIC- The Contractor shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or delivery operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced.

2.7. INDEMNIFICATION-

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Contract.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. CONTRACT DOCUMENTS- The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Bid Documents;
Scope of Work/Specifications;
Qualification Statement;
Insurance Certificates; and
Bonds.

2.9. CONTRACTOR'S EMPLOYEES-

2.9.1. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.2. Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

2.9.3. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

2.9.4. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.10. VEHICLES AND EQUIPMENT- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.11. INSURANCE- The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and

have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

INSURANCE REQUIREMENTS - STATUTORY LIMIT

Commercial General Liability – Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Worker's Compensation – Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract to apply to all owners, officers and employees regardless of the number of employees. Worker's Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employer's liability will have minimum limits of:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease policy limit

Business Auto Liability – Coverage shall apply to all owned, hired and non-owned vehicles used with limits of:

- \$1,000,000 combined single limit

Pollution Liability – Covering a transporter moving hazardous products or waste as cargo with minimum limits of:

- \$1,000,000 bodily injury/property damage, cleanup including wrongful delivery

2.11.1 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

2.11.2 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

2.11.3 Certificate of Insurance: Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

2.11.4 Additional Insured - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

2.11.5 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

2.12. ASSIGNMENT AND AMENDMENT- No assignment by the Contractor of this contract or any part of it; or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager. This Contract may only be amended by the parties with the same formalities as this Contract.

2.13. TERMINATION-

2.13.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

2.14. CHOICE OF LAW- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

2.15. ATTORNEY'S FEES- . If either the City or Contractor is required to enforce the terms of the contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

2.16. ACCESS TO PUBLIC RECORDS- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

2.17. INSPECTION AND AUDIT- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

2.18. SEVERABILITY- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

2.19. WAIVER OF JURY TRIAL - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

2.20. COUNTERPARTS- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

2.21. NOTICES- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

For City:

Gray Robinson, Attorneys At Law
John Herin, City Attorney
401 East Las Olas Blvd, Suite 1850
Fort Lauderdale, FL 33301
Telephone: (954) 761-7500
Facsimile: (954) 761-8112

For Contractor:

Fort Bend Services, Inc.

David James-Polymer Sales Manager

P.O. Box 1688

Stafford, Texas 77497-1688

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
Roger T. Hernstadt, City Manager

By: _____
City Attorney

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

Signed, sealed and witnessed in the
presence of:

As to Contractor:

By: _____

By: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

SECTION 3
BID

CHEMICAL DELIVERY TO CITY WASTEWATER FACILITIES

Bid of Fort Bend Services, Inc

13303 Redfish Lane (name)
Stafford, Texas 77477
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Chemical Delivery to City Wastewater Facilities”

City Clerk
TO: City of Marathon
9805 Overseas Highway,
Marathon, Florida 33050

The undersigned, as Respondent, hereby declares that the only person or persons interested in the bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Bids and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Respondent further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Respondents, Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this bid pertains.

The Respondent proposes and agrees, if this Bid is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID

ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Respondent further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Respondent agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Respondent to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Respondents.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Respondent agrees that in no event shall compensation paid to the Respondent under the contract exceed the dollar amount of the Respondent's bid amount, as set forth in the attached Bid Form, attached as Exhibit "A".

It is intended that all Work to be performed under this Bid shall commence upon Notice to Proceed with the Work issued by the City.

In no event shall City be obligated to pay for work not performed or materials not furnished.

Respondent's Certificate of Competency No. _____ N/A

Respondent's Occupational License No. _____ N/A

WITNESS

By: _____
Signature of Authorized Agent

(SEAL)

SECTION 4
SCOPE OF WORK / SPECIFICATIONS

PURPOSE –

The purpose of this Invitation to Bid (ITB) is to select a qualified Contractor for a three (3) year term contract for fixed unit prices for the bulk delivery, including transportation and dispensing, of certain chemicals to the City's five (5) Wastewater Treatment facilities, as per the schedule designated by the City of Marathon Utilities Department.

The City will consider contracts for one or more chemical suppliers depending on pricing and delivery capabilities. The Contract, on the same terms and conditions, may be extended for an additional term of two (2) - one (1) year periods.

SCOPE OF WORK –

The City is requesting competitive bids from qualified vendors to furnish and provide bulk delivery of certain chemicals to the City's five (5) Wastewater Facilities. The Scope of Work consists of all labor, materials, supplies, supervision, equipment, and incidentals, required for the furnishing and delivery of the chemicals as specified herein. The Work also includes an independent lab report of chemical consistency, as requested by the City. Bidders do not need to quote on all chemicals in order to be considered for award; however, each chemical has its own specific requirements which vary by location (delivery times and method, etc.) with which the awarded supplier must comply.

TECHNICAL SPECIFICATIONS –

The following Scope of Work includes but is not necessarily limited to the items noted herein. This listing is intended to provide clarification and is not intended to be a complete listing of the responsibilities of the Work. All Work shall be coordinated with the City's representatives.

Pricing

As a municipal corporation, the City is tax exempt. Sales tax shall not be included in Bid. Bids provided shall include amount to furnish and deliver each individual chemical. All deliveries of chemicals shall be freight prepaid, F.O.B. to each City of Marathon facility. All deliveries should be made with the Bidders vehicles and personnel.

Unit Prices shall be provided on the Bid Form provided (Exhibit A). 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 "Bid Amount"). Surcharges (i.e. fuel surcharges, restocking fees, etc) shall NOT be allowed to be added to invoices as an additional line item.

If the parties agree to renew the agreement, the City may consider a price increase/decrease in either of the renewal years based on verifiable changes in the marketplace. Any changes in price shall be supported by industry data such as PPI (Producer Price Index) for the appropriate product.

Delivery Locations:

It is the responsibility of each Bidder to inspect the Delivery Locations prior to bidding in order to determine if their delivery vehicles are capable of making all of the required deliveries. Some of the locations have smaller tanks located in tight situations where it is necessary to stretch hoses considerable distances in order to complete the delivery. The delivery vehicle must be able to fulfill the delivery while located completely within the City's wastewater facility.

Every effort will be made to coordinate split deliveries to multiple locations, when possible; however, Bidder must note the minimum delivery requirement for each item and be prepared to deliver this quantity to any individual facility when required to at no additional cost.

Delivery locations are subject to deletions or additions as necessary. There are currently five (5) wastewater treatment facilities and one (1) vacuum station in the City of Marathon. The City's wastewater facilities within the City of Marathon are located at the following locations with the following tank requirements:

- 1) A3 WWTP 4095 Overseas Highway location delivery requirement:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 250 gallon tank for Aluminum Sulfate
 - b. 500 gallon tank for Glycerin
 - c. 850 gallon tank for Sodium Hypochlorite
 - d. 350 gallon tank for Sodium Hydroxide

- 2) A4 WWTP 140 Sombrero Beach Road location delivery requirement:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 850 gallon tank for Aluminum Sulfate
 - b. 850 gallon tank for Glycerin
 - c. 2000 gallon tank for Sodium Hypochlorite
 - d. 500 gallon tank for Sodium Hydroxide

- 3) A5 WWTP 10685 Overseas Highway location delivery requirement:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 850 gallon tank for Aluminum Sulfate
 - b. 200 gallon tank for Glycerin
 - c. 2000 gallon tank for Sodium Hypochlorite
 - d. 2000 gallon tank for Sodium Hydroxide

- 4) A6 WWTP 100 Avenue I:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
 - a. 300 gallon tank for Aluminum Sulfate
 - b. 300 gallon tank for Glycerin

- c. 850 gallon tank for Sodium Hypochlorite
 - d. 500 gallon tank for Sodium Hydroxide
- 5) A7 WWTP 59255 Overseas Highway:
Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination.
- a. 400 gallon tank for Aluminum Sulfate
 - b. 300 gallon tank for Glycerin
 - c. 850 gallon tank for Sodium Hypochlorite
 - d. 550 gallon tank for Sodium Hydroxide

The annual chemical usages provided herein are estimates only and the City shall not be bound by these estimates in any contract with Bidder for the delivery locations.

Standard Chemical Delivery:

Standard delivery of chemical product shall be within three (3) days of the order request. The standard schedule for chemical delivery specified on the Bid Form will be every two weeks or more frequently, as required by the City, to one or more of its facility locations. The City reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

The City reserves the right to add or delete delivery sites within the City's corporate limits at its discretion at any time throughout the term of this contract.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00am and 2:00pm. Requests to deviate from this schedule must be confirmed with the Utility Department 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. All deliveries will be supervised by City's utility personnel; therefore, it is necessary to coordinate with the City's utility personnel so driver can gain access to the facility which will otherwise be closed. All delivery personnel must have company cell phones to facilitate communications.

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. All shipments shall bear appropriate warning labels as specified by Florida Department of Transportation regulations and freight requirements.

For bulk deliveries only, the Bidder shall be responsible for dispensing/ pumping all chemical deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, pumps, etc. required to safely and efficiently off load the chemicals. The Bidder shall have sole responsibility for ensuring compatibility with the City's unloading equipment and piping system. Bidder 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. Delivery shall be made in bulk trucks equipped to accurately transfer bulk chemicals to the City's facilities.

The Bidder shall be responsible for any spills resulting from the failure of its 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 City (or designated representative) reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

Tanks provided by the Bidder shall be clean and free of residue that may contaminate the Bidder's product or impede the unloading process. It is the Bidder'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 Bidder and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Bidder shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Bidder shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Bidder and deducted from any amount due to the Bidder. If the City of Marathon's unloading equipment such as pipe, valves or level indication should fail and the spillage is not the fault of the Bidder, then the Bidder shall be relieved of cleanup of the spill.

For deliveries requiring a forklift, Bidder 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.

All delivery vehicle drivers shall be U.S. Citizens and always display a company identification card. Drivers shall have a proper commercial driver's license with a Hazardous Material endorsement and shall furnish their driver's license whenever asked by City of Marathon during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Bidder's supply agreement. All personnel making deliveries must wear the appropriate personal protective equipment (PPE) as required by the MSDS for the chemical transported and delivered.

The City reserves the right to refuse delivery if that delivery is not in the proper timeframe; the Contractor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment. Delivery shipments shall be rejected which fail to meet any of the requirements of any of these specifications. In the event a delivery shipment is rejected, upon notification to the Bidder that the shipment is rejected, they 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 specifications within the specified time period will constitute failure to comply with the delivery requirements set forth in this document and may result in the City obtaining the required product from another supplier under Contract by the City, at the City's discretion.

Emergency Chemical Delivery:

Every effort will be made by the City to avoid emergency deliveries. However, when circumstances arise that require an emergency delivery in order to keep the facilities within compliance, the Bidder shall make every effort to respond within the requested time frame. At a minimum, replacement chemicals shall be delivered within 12 hours of the emergency request at

no additional cost to the City. All unit price Bid Amounts include delivery and shall also apply to Emergency Chemical Deliveries.

Product Material Requirements (Items as per Bid Form):

1. Sodium Hydroxide (Caustic Soda) – 50% Aqueous Solution
Price: Per Gallon.
Minimum Delivery: 250 gallons
Estimated Annual Usage: 15,000 gallons
Special Delivery Requirements: None
Description: Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B501-08.
Physical Properties: The 50% Product shall have a SPG of 1.52-1.54.

2. Calcium Hypochlorite, Granular
Price: Per Pound.
Minimum Delivery: One 100 lb.
Estimated Annual Usage: 2,000 pounds
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly with lift gate for smaller quantities.
Description: A granular white substance that is soluble in water. Must be Commercial Grade, ANSI/NSF-60 approved for use in potable water and certified to meet AWWA Standard B300-10.
Physical Properties: Granular, white substance which contains 65% available chlorine by weight.

3. Calcium Hypochlorite, Tablet
Price: Per Pound.
Minimum Delivery: Two 50 lb.
Estimated Annual Usage: 2,000 pounds
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly for smaller quantities.
Description: A 2 5/8" white tablet that is soluble in water. Must be Commercial Grade, ANSI/NSF-60 approved for use in potable water and certified to meet AWWA Standard B300-10.
Physical Properties: White tablets which contains 65% available chlorine by weight.

4. Aluminum Sulfate – 20-48.5% Aqueous Solution
Price: Per Gallon.
Minimum Delivery: 100 gallons
Estimated Annual Usage: 30,000 gallons
Special Delivery Requirements: Bidder shall furnish and install an appropriate sized tank as part of their chemical supply at no cost to the City of Marathon.
Description: Must be Commercial Grade, 20-48.5% by weight Liquid Solution (17% by weight on a dry ton basis). Must comply with ANSI/AWWA Standard B403-09.
Physical Properties: Clear, light green or amber odorless liquid with SPG of 1.32-1.34.

5. Glycerin – 70% Aqueous Solution
Price: Per Gallon.
Minimum Delivery: 100 gallon
Estimated Annual Usage: 28,000 gallons
Special Delivery Requirements: Bidder shall furnish and install an appropriate sized tank as part of their chemical supply at no cost to the City of Marathon.
Description: Light Brown liquid that is a 70% aqueous solution with minimum COD value of 1,000,000 mg/l. Solution shall contain only Glycerin and water with no other additives, such as molasses or other sugars.
Physical Properties: Light Brown liquid with SPG of 1.19-1.21.

6. Polymer – Aqueous Solution
Price: Per Gallon
Minimum Delivery: 55-gallon
Estimated Annual Usage: 1,375 gallons
Special Delivery Requirements: Bidder shall furnish returnable drums as part of their chemical supply at no cost to the City.
Description: Emulsion based polymer, 40-42% active
Physical Properties: White, gelatinous
Must be capable of thickening digester sludge to a 3-5% range. Product consistency shall not exceed active polymer required herein.

7. Hydrated Lime
Price: Per Pound
Minimum Delivery: Two 50 lb Bags
Estimated Annual Usage: 1,200 lbs
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly with lift gate for smaller quantities.
Description: A fine powder resulting from the hydration of quicklime. Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B202-07.
Physical Properties: Consists of calcium hydroxide or a mixture of calcium hydroxide and magnesium hydroxide; between 62% and 68% calcium oxide.

8. Potassium Permanganate – Granular
Price: Per Pound
Minimum Delivery: Two 50 lbs
Estimated Annual Usage: 100 pounds
Special Delivery Requirements: Bidder must have forklift or pallet jack for pallet delivery and dolly for smaller quantities.
Description: Dark purple solid with metallic luster, odorless. Specific gravity is 2.7% at 20° C (68°F).

9. Sodium Hypochlorite (NaOCl) – Liquid 12.5 % Trade Percent

Price: Per Gallon.

Minimum Delivery: 250 gallons

Estimated Annual Usage: 50,000 gallons

Special Delivery Requirements: Bulk delivery.

Description: All sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

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

10. Safety (Safe Handling) Training/Technical Assistance

The Bidder shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all designated City of Marathon Utility personnel that meets the federal and state safety and right-to-know courses training, and shall be available to conduct “refresher” courses or new employee training at six (6) month intervals during the contract period. The Bidder may provide this assistance at no charge to the City of Marathon and enter as no charge on bid sheet.

11. Chemical System Equipment Repair Services

The Bidder must be capable of repairs to chemical tanks, flanged connections, valves, plumbing and chemical tank accessories. The Bidder must be able to provide qualified and experienced personnel for performance of these services. Bidder shall provide resumes for personnel or subcontractor providing the services listed on the Bid Form.

12. Spill Response Services

In the event of a chemical spill at one of the City's wastewater facilities that is not the fault of the Contractor, the City may require assistance and advice from the Bidder's Spill Response Consultant. There shall be no extra charges for the advice, but should the City ask for more extensive on-site assistance it is understood that this individual will be made available, but that additional fees may apply. Bidder shall attach resumes with the Bid describing the qualifications and experience for consultation services.

- a. Chemical Tank Pump Out: Minor assistance such as pumping out a tank and providing temporary holding tanks shall be provided by the Bidder and the price quoted on the Bid form.
- b. Hazmat/Chemical Cleanup Services: Bidder shall attach resumes and subcontractor qualifications with the Bid describing experience and services. This includes providing evidence of appropriate certifications and/or licenses for hazardous material handling.

It is the responsibility of the Bidder to inform the City of Marathon that the National Standards Foundation or United Laboratories certification has been revoked or lapsed within 24 hours of the time the Supplier / Contractor receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the Contract between City of Marathon and Supplier/ Contractor.

Independent Sample Testing for Products

Each prospective Bidder shall provide a copy of test results processed within the last 90 days for a 1500 ml "chilled" sample of their product representative of their manufacturing process to one of the approved testing laboratories listed below for analysis. The objective is to provide verification that products meet the Specifications provided herein. This requirement applies to Bid Form items 1, 4, 5, 6 and 9. The cost of the analysis shall be borne by Bidder. The results of the "Independent Sample Testing Product Analysis" shall be submitted following award of Bid of the Bidder's proposal by the City. All Sampling and Testing shall be in accordance with EPA and AWWA standards.

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

Novachem Laboratories Inc. (formerly Novatek) 5172 College Corner Pike Oxford, Ohio 45056-1004 Ph: 513-523-3605 / Fax: 513-523-4025	Thornton Laboratories Attn: Steve Thickett 1145 East Cass Street Tampa, Florida 33602 Ph: 813-223-9702 / Fax: 813-223-9332
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Material Safety Data Sheets

In accordance with Chapter 443, Florida Statutes, it is the Contractor's responsibility to provide the City of Marathon with Material Safety Data Sheets (MSDS) on quoted materials, as may apply to this procurement. Copies of each MSDS for chemicals bid shall be submitted upon City's request.

Occupational Health and Safety Requirements

Bidder must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Bidder 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. Bidder delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Bidder 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 Bidder delivery personnel to contain leaks and to report any and all spills.

Quality Assurance Sampling and Testing Prior to Unloading:

At the sole discretion of the City, the Bidder's delivery personnel (driver) may be asked to provide a sample of the chemical before the shipment is unloaded. The City will supply the sample container and the driver shall collect sample to provide to the City. The sample shall be considered representative of the lot.

The City 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 City 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 Bidder shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, the City of Marathon shall allow the Bidder to unload the shipment. In the event that the load is rejected, the Bidder shall have four (4) hours to supply another shipment. In the event that the Bidder is unable or unwilling to supply another shipment within this time period, the City of Marathon has the right to procure a shipment from another source.

Sampling and Test of Shipment After Unloading:

The City of Marathon reserves the right to subject samples of any delivered chemical to complete analyses to ensure that it meets the Specification.

Clean Tank Guarantee:

At any time during the performance of this Agreement, if the City of Marathon has any sort of sludge or other impurity build-up in any of its chemical tanks, the Bidder shall cleanout the tank at no charge to the City of Marathon within seven (7) days, unless such timeframe is extended by the City of Marathon. The cleanout should be done in a manner so that it is done safely with no interruption of operations to the affected plant and the contents disposed with current regulations on disposal of hazardous wastes. The Bidder shall submit a procedure to the City of Marathon for approval prior to this work being completed. The determination of whether there is such sludge or impurity buildup in the tanks will be at the sole discretion of the City of Marathon. When the tank has been properly cleaned, the Bidder shall refill the tank with clean, fresh product at no cost to the City of Marathon. Failure of the Bidder to clean out the tank and replace the affected product within seven (7) days after being served notice (or within any extension of this timeframe specified

by the City of Marathon) shall be cause for termination of the supply contract between the City of Marathon and the Bidder.

Emergency Plan of Action

Within 30 days of award and acceptance of the contract for the supply of any chemical, the Contractor shall supply in writing, an Emergency Spill Response Plan with appropriate emergency response personnel names and telephone contact numbers. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold the City of Marathon harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of the City.

Natural Disasters

The City requires that the awarded Bidder provide a contact name and phone number which will afford the City to access for 24-hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

The City further reserves the right to purchase any and all chemical products or services listed in this Bid Request from other awarded Contractors in an emergency situation as determined by the City.

In the event of recovery required in the aftermath of a hurricane or other such natural disaster, the City may require specialized services as outlined in the Bid Form. These services would be pre-authorized and all pertinent local, state and federal requirements, would be applicable to the Work and subsequent invoicing. The Work provided shall conform with the Emergency Plan of Action, Spill Response Plan and be performed in accordance with local, state and Federal requirements.

Warranty, Maintenance Service and Support

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this Bid, the Contractor shall pick up the product from the City at no expense to the City. Also, the Contractor shall refund to the City any payments which have been made for same. The Contractor will be responsible for attorney fees in the event the supplier defaults and court action is required.

SECTION 5

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

Please see attached, labeled "Company Qualifications"

2. The address of the principal place of business is:

Fort Bend Services, Inc.
13303 Redfish Lane
Stafford, Texas 77497

3. Company telephone number:

281-261-5199
Toll Free-800-933-3678

4. Number of employees:

40

5. Number of employees assigned to this project:

2

6. Company Identification numbers for the Internal Revenue Service:

74-2144642

7. Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date

N/A

8. How many years has your organization been in business as a Chemical Supplier?

32

9. What is the last project engagement of this nature that you have serviced?

We are the current supplier to The City of Marathon.

10. Have you ever failed to complete any work awarded to you? If so, where and why?

No

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

Please see attached, labeled "References and ^{(Contracts) 03} Contracts"

12.1. _____
(name) (address) (phone #)

12.2. _____
(name) (address) (phone #)

12.3. _____
(name) (address) (phone #)

13. List the following information concerning all contracts in progress as of the date of submission of this Bid. (In case of co-venture, list the information for all co-ventures.

(Continue list on insert sheet, if necessary.)

Please see attached labeled "References and Contracts in Progress"

14. Has the Respondent or his or her representative inspected the City and does the Respondent have a complete plan for its performance?

Yes, we are current supplier and are familiar with site.

15. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

16. What equipment do you own that is available for the work?
N/A

17. What equipment will you purchase for the proposed work?
N/A

18. What equipment will you rent for the proposed work?
N/A

19. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.
See attached labeled "Project Responsibility"

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names

Fort Bend Services, Inc	CEO-Lyn Levens
13303 Redfish Lance	President-Jim Dromgoole
Stafford, Texas 77477	Secretary-Rosemary Levens

of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

20.1 The correct name of the Respondent is:

Fort Bend Services, Inc.

20.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

20.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

CEO-Lyn Levens

President-Jim Dromgoole

Secretary-Rosemary Levens

20.4 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers.

N/A

20.5 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

20.6 List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

N/A

20.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NAME RELATIONSHIPS

R/A

21. Is your company not on a convicted vendors list and permitted to submit bids based on the Public Entity Crimes Act, Section 2878.133(3)(A), Florida Statutes?

Not on convicted vendors list

STATE OF ~~FLORIDA~~ ^{Texas})
 Fort Bend) SS.
 COUNTY OF ~~MONROE~~)

The foregoing instrument was acknowledged before me this 8th day of October, 2013, by David James who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 8th day of October, 2013.

(NOTARY PUBLIC)
Tammy L. Faber
 Signature of person taking acknowledgement



David James
 Name of Officer taking acknowledgement
 (typed, printed or stamped)

Polymer Sales Manager
 Title or Rank

R/A

Serial Number, if necessary

EXHIBIT "A" - BID FORM

(Bidder should consider all SECTION 4 requirements in item prices bid)

A	B	C	D	E	F
Item	Description	Unit of Measure	Price Per Unit (includes delivery)	Estimated Annual Usage	Bid Amount (column D times Column E)
1	Sodium Hydroxide (Caustic Soda), Liquid	Per Gallon		15000	\$ "No Bid"
2	Calcium Hypochlorite, Granular	Per Pound		2000	\$ "No Bid"
3	Calcium Hypochlorite, Tablets	Per Pound		2000	\$ "No Bid"
4	Aluminum Sulfate, Liquid	Per Gallon		30000	\$ "No Bid"
5	Glycerine, Liquid	Per Gallon		28000	\$ "No Bid"
6	Polymer, Liquid 8.59 lbs/Gallon	Per Gallon	See Below	1375	\$ See Below
7	Hydrated Lime	Per Pound		1200	\$ "No Bid"
8	Potassium Permanganate, Granular	Per Pound		100	\$ "No Bid"
9	Sodium Hypochlorite (NaOCl) - Liquid 12.5 Trade Percent	Per Gallon		50000	"No Bid"
				Grand Total	\$ See Below

Provide rates for the following items (not basis of award):

Item	Description	Unit of Measure	Price
10	Safety Training/Technical Assistance, on-site	Hourly Rate including travel	\$ "No Bid"
11	Chemical System Equipment Repair services	Hourly Rate including travel	\$ "No Bid"
12	Spill Response Services, includes consultation	Hourly Rate including travel	\$ "No Bid"
12a	Chemical Tank Pump Out	Per Gallon	\$ "No Bid"
12b	Hazmat/Chemical Cleanup Services	Hourly Rate including travel	\$ "No Bid"

Factory Direct Shipment (10-15 working days)
 \$1.30/lb-\$11.17 per gallon x1375 Gallons ----\$15,358.75
 Emergency Shipment (3-5 working days)
 \$1.35/lb-\$11.60 per Gallon x 1375 Gallons \$15,950.00

EXHIBIT "B" - LOCAL PREFERENCE ORDINANCE 2009-01
EXCERPT

Reference: CHAPTER 2, ARTICLE VI, DIVISION 2 OF THE CODE OF THE CITY OF MARATHON

Section 2-169. Preference for Local Businesses.

- (a) Any Local Business that replies to a formal competitive sealed bid request shall receive a preference bonus of ten percent (10%) during the tabulation of the bid Proposal. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established Local Business bid amounts by 0.90. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the Local Business as the lowest qualified bidder, then the Local Business shall be awarded the bid at the original amount submitted.
- (b) Any Local Business that submits a proposal as part of a request for Proposal process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (c) Any Local Business that submits a proposal as part of a request for qualifications process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (d) If a local preference is to be employed as provided for by this Section, the invitation for bid documents, the request for qualifications documents, or the request for proposal documents shall set forth such local preference requirements.

Section 2-170. Applicability and Exemptions.

- (a) The local preference shall apply to the purchases of material, supplies, equipment, improvements or services in which the City either solicits competitive, sealed bids, issues a request for Proposal, or issues a request for qualifications.
- (b) The local preference provided for by this Chapter shall not be applied where application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract.
- (c) With regards to contracts for Professional Services, the provisions of this Chapter may be waived by the City Council. If the provisions of this Chapter are waived for a particular award, the Professional Services may be selected based on experience, skill, education, recommendations or any other qualifications the Council finds relevant.



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

COMPANY QUALIFICATIONS

SUBJECT: FORT BEND SERVICES, INC.

FORT BEND SERVICES, INC. IS A WATER AND WASTEWATER TREATMENT COMPANY. WE HAVE BEEN TREATING MUNICIPAL AND INDUSTRIAL WATER AND WASTEWATER FACILITIES FOR OVER 32 YEARS. WE HAVE 40 FULL TIME EMPLOYEES WITH OVER 200 COMBINED YEARS OF EXPERIENCE. WE ARE ONE OF THE LARGEST DISTRIBUTORS AND RESELLERS OF COAGULANTS AND POLYMERS IN THE UNITED STATES. REPRESENTATIVES FROM OUR COMPANY ARE LOCATED THROUGHOUT THE NATION AND COVER THE USA FROM COAST TO COAST.

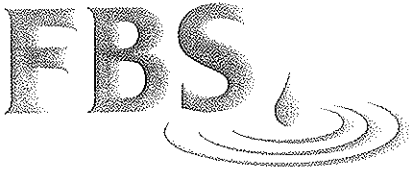
OUR REPRESENTATIVES ARE AVAILABLE TO HELP SCREEN DIFFERENT POLYMERS AND DETERMINE WHICH ONE WILL BE MOST EFFECTIVE FOR EACH FACILITY TESTED. PRODUCTS SELECTED ARE WARRANTED FROM DEFECTS. ANY PRODUCT THAT PROVES TO BE OUT OF SPECIFICATIONS FOR A JOB WILL BE REMOVED AND REPLACED AT NO COST TO CUSTOMER.

IT IS OUR GOAL TO PROVIDE NORMAL DELIVERY TIMES OF 5-7 DAYS ARO. SOMETIMES THINGS BEYOND OUR CONTROL, SUCH AS PROBLEMS WITH COMMON CARRIERS, WEATHER, AND DELAYS FROM THE MANUFACTURERS, CAN CAUSE DELAYS IN THE TIME FRAME QUOTED. BUT WE ALWAYS ATTEMPT TO HAVE A BACKUP PLAN AND EMERGENCY INVENTORY STORED TO GET YOU BY SUCH AS WAREHOUSING MATERIAL IN A FLORIDA WAREHOUSE.

office: 281.261.5199 ✦ toll free: 800.933.3678 ✦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ✦ mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

REFERENCES AND CONTACTS
POLYMERS MANUFACTURED BY SNF FLOERGER

CITY OF BRADENTON
CONTACT: BILL QUIGLEY
PHONE: 941-708-6123
FAX: 941-708-6355

bill.quigley@cityofbradenton.com

We are the current supplier of polymer to the City of Bradenton.(Polymer C1289X)
2008-Present

BAY COUNTY
CONTACT: LARRY MOYER
PHONE: 850-286-3509
FAX: 850-286-5312

lmoyer@co.bay.fl.us

We are the current supplier of polymer to Bay County.(Polymer C1682)
2008-Present

CITY OF MELBOURNE
CONTACT: JONATHAN WILLIAMS
PHONE: 321-255-4633
FAX: 321-752-4641

jwilliams@melbourneflorida.org

We are current supplier of polymer to City of Melbourne.(Polymer-FBS C1289X)
2008-Present

CITY OF OCALA
CONTACT: BOB BOGOSTA
PHONE: 352-351-6700
FAX: 352-351-6710

We are the current supplier of polymer to the City of Ocala.(Polymer-FBS C1683)
2008-Present

office: 281.261.5199 • toll free: 800.933.3678 • fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 • mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com



REFERENCES AND CONTRACTS IN PROGRESS

Fort Bend Services, Inc.
Water & Waste Treatment Specialists

BONITA SPRINGS UTILITIES, INC.
CONTACT: CLIFF FOREST
PHONE: 239-390-4828
CELL: 239-872-5779

BAY COUNTY ADVANCED WWTP
CONTACT: LARRY MOYER
PHONE: 850-286-3509

CITY OF VENICE
CONTACT: JIM PETROSKY
PHONE: 941-486-2788

SEMINOLE COUNTY
CONTACT: JACK CHANEY
PHONE: 407-665-2840

SEACOAST UTILITIES AUTHORITY
CONTACT: SHARON GARCIA
PHONE: 561-627-2900 EXT. 357

REEDY CREEK IMPROVEMENT DISTRICT
CONTACT: PATTY HECK
PHONE: 407-824-6498

POLK COUNTY BOARD OF COMMISSIONERS
CONTACT: JEFF GOOLSBY
PHONE: 863-221-1213

CITY OF DELAND
CONTACT: JODY HARRIS
PHONE: 386-740-6855

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
CONTACT: JOHN RIZZO
PHONE: 352-754-4490

CITY OF OCALA
CONTACT: BOB BOGOSTA
PHONE: 352-351-6700

office: 281.261.5199 • toll free: 800.933.3678 • fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 • mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

POLYMER PROPOSAL
CONTRACT RESPONSIBILITY

FORT BEND SERVICES, INC.
DAVID JAMES
SALES MANAGER
13303 REDFISH LANE
STAFFORD, TEXAS 77477
281-261-5199

CONTACT: DAVID JAMES
FORT BEND SERVICES, INC
13303 REDFISH LANE
STAFFORD, TEXAS 77477

ACCOUNT RESPONSIBILITY: DAVID JAMES(PRIMARY)
30 YEARS EXPERIENCE IN WATER &
WASTEWATER TREATMENT

STEPHEN FARRELL(SECONDARY)
19 YEARS EXPERIENCE IN WATER &
WASTEWATER TREATMENT

FORT BEND SERVICES, INC. HAS A TOTAL OF OVER 200 YEARS EXPERIENCE IN WATER AND WASTEWATER TREATMENT. WE HAVE WORKED WITH ALL TYPES OF EQUIPMENT FROM BELT PRESSES, DISSOLVED AIR FLOATION UNITS, CENTRIFUGES, AND FILTER PRESSES. WE REPRESENT ALL OF THE MAJOR POLYMER MANUFACTURERS AND ARE ONE OF THE LARGEST RESELLERS IN THE UNITED STATES.

office: 281.261.5199 ✦ toll free: 800.933.3678 ✦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ✦ mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for FORT BEND SERVICES, INC. (filing number: 54748900), a Domestic Business Corporation, was filed in this office on January 26, 1981.

It is further certified that the entity status in Texas is active.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 26, 2004.



Geoffrey S. Connor
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2012

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

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

PRODUCER Carroll Insurance Agency, Ltd. 14906 FM 529 Houston TX 77095		CONTACT NAME: PHONE (A/C, No. Ext): (281) 656-3000 FAX (A/C, No): (281) 656-3003 E-MAIL ADDRESS: service@carrollins.com	
INSURED Fort Bend Services, Inc. P. O. Box 1688 13303 Redfish Lane Stafford TX 77497		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance NAIC # 6535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1262005346 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLO 5431774-08	6/21/2012	6/21/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5431776-08	6/21/2012	6/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						Uninsured motorist combined \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

See attached Comments/Remark page (Form OFREMARK) for additional information.

CERTIFICATE HOLDER For Bid purposes only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE D Carroll, CIC, CRM/G <i>David A. Carroll</i>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER
 Deborah S. Foster & Assoc./Bell Group
 P. O. Box 571988
 Houston, TX 77257-1988
 713-463-4550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
 A Service Lloyds Insurance Company

INSURED
 Fort Bend Services, Inc.
 P.O. Box 1688
 Stafford, TX 77497

COMPANY
 B
 COMPANY
 C
 COMPANY
 D

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COM/OP AGG	\$
					PERSONAL & AD/INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any or 6 person)	\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - E/A ACCIDENT	\$
					OTHER THAN AUTO ONLY:	\$
					EAC 1 ACCIDENT	\$
					AGGREGATE	\$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	SRU3284-04			<input checked="" type="checkbox"/> NO STATE TORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$ 100000
					EL DISEASE - POLICY LIMIT	\$ 100000
					EL DISEASE - EA EMPLOYEE	\$ 100000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



SAFETY DATA SHEET

FBS C1282

I. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: FBS C1282

CHEMICAL NAME: Cationic polymer in emulsion

PRODUCT USE: Processing aid for industrial applications

SUPPLIER: Fort Bend Services Inc.

Tel: 281-261-5199

13303 Redfish Lane

Tel: 800-933-3678

Stafford, TX 77477 USA

EMERGENCY TELEPHONE:

CHEMTREC: 1-800-424-9300

IDENTIFICATION NO:

II. HAZARDS IDENTIFICATION

State of Matter: Viscous, milky colored liquid with aliphatic odor

Emergency overview

Caution – Irritant. May cause eye and skin irritation.

Slippery when wet!

Use with local exhaust ventilation. Wear protective clothing.

Eye wash fountains and safety showers must be readily accessible.

Health effects:

Skin contact: May cause skin irritation.

Eye contact: May cause eye irritation.

Potential health effects

Primary routes of exposure:

Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Sensitization: Non-sensitizing

Chronic toxicity:

No chronic effects.

Carcinogenicity:

Reproductive toxicity:

Teratogenicity:

Genotoxicity:

Potential environmental effects

Aquatic toxicity:

III. COMPOSITION/INFORMATION ON INGREDIENTS

Cationic water-soluble polymer in emulsion. Regulated components: None

IV. FIRST AID MEASURES

Note to physician:

Treatment: Treat according to symptoms.

INHALATION:

Remove to fresh air. No hazards which require special first aid measures.

INGESTION:

Rinse mouth with water. Do not induce vomiting. Get immediate medical attention.

SKIN CONTACT:

Wash affected areas thoroughly with soap and water. Seek medical attention if irritation persists.

EYE CONTACT:

Immediately wash affected eyes for at least 15 minutes under running water with eyelids held open. Seek medical attention if irritation persists.

V. FIRE-FIGHTING MEASURES

Flash point Does not flash

Auto-ignition temperature Does not ignite

SUITABLE EXTINGUISHING MEDIA:

Dry powder, foam, carbon dioxide, water, water spray

ADDITIONAL INFORMATION:

Avoid use of water jet. If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist. Contaminated extinguishing water must be disposed of in accordance with official regulations.

HAZARDS DURING FIRE-FIGHTING:

Evolution of fumes/fog.

Thermal decomposition may produce hydrogen chloride gas, nitrogen oxides, carbon oxides.

Spilled product is slippery underfoot. Extremely slippery when wet.

PROTECTIVE EQUIPMENT FOR FIRE-FIGHTING:

Wear a self-contained breathing apparatus.

VI. ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS:

Use personal protective clothing.

ENVIRONMENTAL PRECAUTIONS:

Do not discharge into drains/surface waters/groundwater.

SPILL CLEAN UP METHODS:

Do not flush with water. Dike spill. Large spills clean up promptly by scoop or vacuum. Soak up residual material with an inert absorbent material. Keep in suitable, closed container(s) for disposal in accordance with local, state and federal regulations.

VII. HANDLING AND STORAGE

HANDLING:

Avoid contact with skin and eyes. Ensure there is adequate local/mechanical exhaust. Do not smoke.

Handle in accordance with good industrial hygiene and safety practices.

STORAGE:

Keep container tightly closed and dry; store in a cool and dry place (0 - 30°C) (32 - 86°F). Avoid wet, damp or humid conditions, temperature extremes and ignition sources. Freezing will affect the physical condition and may damage the product.

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

PROTECTIVE EQUIPMENT:



RESPIRATORY EQUIPMENT:

Not required except in case of aerosol formation or inadequate ventilation.

HAND PROTECTION:

PVC or other plastic material gloves

EYE PROTECTION:

Safety glasses with side-shields; do not wear contact lenses where product is used.

SKIN PROTECTION:

Protective clothing

HYGIENE MEASURES:

Handle in accordance with good industrial hygiene and safety practice

IX. PHYSICAL AND CHEMICAL PROPERTIES

FORM:	Viscous liquid
ODOR:	Aliphatic
COLOR:	Milky
pH:	5.0 ± 1.0
BULK DENSITY:	1.04
MELTING POINT:	Not applicable
FLASH POINT:	Does not flash
AUTOIGNITION POINT:	Does not ignite
BULK VISCOSITY:	1200 (cps)
KINEMATIC VISCOSITY:	>>20.5 @ 40°C (mm ² /s)
WATER SOLUBILITY:	See Specification Sheet

X. STABILITY AND REACTIVITY

CONDITIONS TO AVOID:

Avoid extreme temperatures.

SUBSTANCES TO AVOID:

Oxidizing agents may cause exothermic reactions.

HAZARDOUS REACTIONS:

Stable under normal conditions. No hazardous reactions known.

HAZARDOUS DECOMPOSITION PRODUCTS:

Thermal decomposition may produce hydrogen chloride gas, nitrogen oxides, carbon oxides.

XI. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

ORAL:

Type of value: LD50
Species: rat
Value: >5,000 mg/kg

DERMAL:

Type of value: LD50
Species: rat
Value: >5,000 mg/kg

INHALATION: This product is not expected to be toxic by inhalation.

IRRITATION/CORROSION

SKIN: May cause skin irritation.

EYE: May cause eye irritation.

SENSITIZATION: Not sensitizing

CHRONIC TOXICITY: No chronic effects.

XII. ECOLOGICAL INFORMATION

Fish:

Acute:

LC50 (96): 10 - 100 mg/L OECD 203

Aquatic invertebrates:

Acute:

Daphnia/EC(1)50 (48 h): 10 - 100 mg/L OECD 202

Algae: Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

Environmental Fate:

Hydrolysis: At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

Other Information: The effects of this product in aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

XIII. DISPOSAL CONSIDERATIONS

WASTE MANAGEMENT:

Dispose of in accordance with national, state and local regulations.

CONTAINER DISPOSAL:

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

RCRA:

Not a hazardous waste under RCRA (40 CFR 261)

XIV. TRANSPORT INFORMATION

LAND TRANSPORT:

US DOT

Not classified as a dangerous good under transport regulations

SEA TRANSPORT:

IMDG

Not classified as a dangerous good under transport regulations

AIR TRANSPORT:

IATA/ICAO

Not classified as a dangerous good under transport regulations

XV. REGULATORY INFORMATION

INTERNATIONAL INVENTORIES:

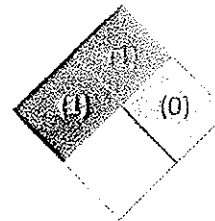
US (TSCA):	All components are listed or exempt from listing
CANADA (DSL):	All components are listed or exempt from listing
CANADA (NDSL):	All components are listed or exempt from listing
AUSTRALIA (AJCS):	All components are listed or exempt from listing
CHINA (IECSC):	All components are listed or exempt from listing
JAPAN (ENCS):	All components are listed or exempt from listing
KOREA (ECL):	All components are listed or exempt from listing
PHILIPPINES (PICCS):	All components are listed or exempt from listing

XVI. OTHER INFORMATION

HAZARDOUS MATERIAL INFORMATION SYSTEM (HMIS)

NATIONAL FIRE PROTECTION ASSN (NFPA)

HEALTH	1
FLAMMABILITY	1
PHYSICAL	0
PERSONAL PROTECTION	



GENERAL INFORMATION:

IMPORTANT: WHILE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION CONTAINED HEREIN ARE PRESENTED IN GOOD FAITH AND BELIEVED TO BE ACCURATE, IT IS PROVIDED FOR YOUR GUIDANCE ONLY. BECAUSE MANY FACTORS MAY AFFECT PROCESSING OR APPLICATION/USE, WE RECOMMEND THAT YOU MAKE TESTS TO DETERMINE THE SUITABILITY OF A PRODUCT FOR YOUR PARTICULAR PURPOSE PRIOR TO USE. NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE. FURTHER YOU EXPRESSLY UNDERSTAND AND AGREE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION FURNISHED BY OUR COMPANY HEREUNDER ARE GIVEN GRATIS AND WE ASSUME NO OBLIGATION OR LIABILITY FOR THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION GIVEN OR RESULTS OBTAINED, ALL SUCH BEING GIVEN AND ACCEPTED AT YOUR RISK.



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

SAFETY DATA SHEET

FBS 7802

I. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: FBS 7802

CHEMICAL NAME: Cationic water-soluble polymer in emulsion

PRODUCT USE: Flocculation/Dewatering agent

SUPPLIER: Fort Bend Services Inc.

Tel: 281-261-5199

13303 Redfish Lane

Tel: 800-933-3678

Stafford, TX 77477 USA

EMERGENCY TELEPHONE:

CHEMTREC: 1-800-424-9300

IDENTIFICATION NO:

II. HAZARDS IDENTIFICATION

Emergency overview

Caution – Slippery when wet!

May cause eye and skin irritation.

Use with local exhaust ventilation. Wear protective clothing.

Eye wash fountains and safety showers must be readily accessible.

Potential health effects

Primary routes of exposure:

Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Chronic toxicity:

Carcinogenicity:

None of the components in this product are listed by IARC, NTP, OSHA or ACGIH as a carcinogen.

Reproductive toxicity:

No data available. No effects anticipated.

Teratogenicity:

No data available concerning teratogenic effects.

Genotoxicity:

The chemical structure does not suggest a specific alert for such an effect.

III. COMPOSITION/INFORMATION ON INGREDIENTS

Cationic water-soluble polymer in emulsion. Regulated components: None

IV. FIRST AID MEASURES

Note to physician:

Treatment: Treat according to symptoms.

INHALATION:

Remove to fresh air. No hazards which require special first aid measures.

INGESTION:

Rinse mouth with water. Do not induce vomiting. Seek medical attention immediately.

SKIN CONTACT:

Wash affected areas thoroughly with soap and water. Seek medical attention if irritation persists.

EYE CONTACT:

Immediately wash affected eyes for at least 15 minutes under running water with eyelids held open. Seek medical attention if irritation persists.

V. FIRE-FIGHTING MEASURES

Flash point not applicable

Flammability not highly flammable

Self-ignition temperature not self-igniting

SUITABLE EXTINGUISHING MEDIA:

Dry powder, foam, carbon dioxide, water, water spray

ADDITIONAL INFORMATION:

Avoid use of water jet. If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist. Contaminated extinguishing water must be disposed of in accordance with official regulations.

HAZARDS DURING FIRE-FIGHTING:

Spilled product is slippery underfoot. Extremely slippery when wet. Thermal decomposition may produce hydrogen chloride gas, nitrogen oxides, carbon oxides.

PROTECTIVE EQUIPMENT FOR FIRE-FIGHTING:

Wear a self-contained breathing apparatus.

VI. ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS:

Use personal protective clothing.

ENVIRONMENTAL PRECAUTIONS:

Do not discharge into drains/surface waters/groundwater.

SPILL CLEAN UP METHODS:

Do not flush with water. Dike spill. Large spills clean up promptly by scoop or vacuum. Soak up residual material with an inert absorbent material. Keep in suitable, closed container(s) for disposal in accordance with local, state and federal regulations.

VII. HANDLING AND STORAGE

HANDLING:

Avoid contact with skin and eyes. Ensure there is adequate local/mechanical exhaust. Do not smoke.

Handle in accordance with good industrial hygiene and safety practices.

STORAGE:

Keep container tightly closed and dry; store in a cool and dry place (0 - 30°C). Avoid wet, damp or humid conditions, temperature extremes and ignition sources. Freezing will affect the physical condition and may damage the product.

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

PROTECTIVE EQUIPMENT:



RESPIRATORY EQUIPMENT:

Not required except in case of aerosol formation.

HAND PROTECTION:

PVC or plastic material gloves

EYE PROTECTION:

Safety glasses with side-shields; do not wear contact lenses where product is used.

SKIN PROTECTION:

Protective clothing

HYGIENE MEASURES:

Handle in accordance with good industrial hygiene and safety practice

IX. PHYSICAL AND CHEMICAL PROPERTIES

FORM:	Viscous liquid
ODOR:	Aliphatic
COLOR:	Milky white
pH:	4 - 9 (5 g/l)
SPECIFIC GRAVITY:	1.04
MELTING POINT:	Not applicable
FLASH POINT:	Not applicable
VAPOR PRESSURE (mmHg):	0.13 @ 20°C
SOLUBILITY IN WATER:	Soluble, solubility limited by viscosity
BULK VISCOSITY:	1200

X. STABILITY AND REACTIVITY

CONDITIONS TO AVOID:

Avoid extreme temperatures.

SUBSTANCES TO AVOID:

Oxidizing agents may cause exothermic reactions.

HAZARDOUS REACTIONS:

Stable under normal conditions. No hazardous reactions known.

HAZARDOUS DECOMPOSITION PRODUCTS:

Thermal decomposition may produce hydrogen chloride gas, nitrogen oxides, carbon oxides.

CORROSION TO METALS:

No corrosive effect on metals

OXIDIZING PROPERTIES:

Not fire-propagating

XI. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

ORAL:

Type of value: LD50

Species: rat

Value: >5,000 mg/kg

DERMAL:

The results of testing on rabbits show this material to be non-toxic even at high dose levels.

INHALATION:

This product is not expected to be toxic by inhalation.

IRRITATION/CORROSION

SKIN:

Slightly irritating

EYE:

May cause eye irritation with susceptible persons

SENSITIZATION:

Not sensitizing

CHRONIC TOXICITY:

A two year feeding study on rats did not reveal adverse health effects.

A one year feeding study on dogs did not reveal adverse health effects.

Prolonged skin contact may defat the skin and produce dermatitis.

XII. ECOLOGICAL INFORMATION

Fish

Acute:

Danio rerio/LC50 (96): 10 -100 mg/L OECD 203

Aquatic invertebrates

Acute:

Daphnia/EC50 (48 h): >50 mg/L OECD 202

Algae:

Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

Environmental Fate

Hydrolysis:

At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

Bioaccumulation:

Does not bioaccumulate

Other Information:

The effects of this product in aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

XIII. DISPOSAL CONSIDERATIONS

WASTE MANAGEMENT:

Dispose of in accordance with national, state and local regulations.

CONTAINER DISPOSAL:

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

RCRA:

Not a hazardous waste under RCRA (40 CFR 261)

XIV. TRANSPORT INFORMATION

LAND TRANSPORT:

US DOT

Not classified as a dangerous good under transport regulations

SEA TRANSPORT:

IMDG

Not classified as a dangerous good under transport regulations

AIR TRANSPORT:

IATA/ICAO

Not classified as a dangerous good under transport regulations

XV. REGULATORY INFORMATION

TSCA:

Listed

CANADA (DSL):

Listed

OSHA HAZARD CATEGORY: This material is classified as not hazardous under OSHA regulations.

EPCRA 311/312:

Not hazardous

CALIFORNIA PROP. 65:

The product contains the following substance(s) known to the State of California to cause cancer: Acrylamide



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2013

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

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

PRODUCER Carroll Insurance Agency, Ltd. 14906 FM 529 Houston TX 77095		CONTACT NAME: PHONE (A/C. No. Ext): (281) 656-3000 FAX (A/C. No): (281) 656-3001 E-MAIL ADDRESS: service@carrollins.com	
INSURED Fort Bend Services, Inc. P. O. Box 1688 13303 Redfish Lane Stafford TX 77497		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance 16535 INSURER B: Steadfast Insurance Company 26387 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13/14 all lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLO 5431774-09	6/21/2013	6/21/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		BAP5431776-09	6/21/2013	6/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						Uninsured motorist combined \$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	SEO5834567-01	6/21/2013	06/21/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> DED	<input type="checkbox"/> RETENTIONS				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

See attached Comments/Remark page (Form OFREMARK) for additional information.

CERTIFICATE HOLDER City of Marathon 9805 Overseas Highway Marathon, FL 33050	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Carroll, CIC, CRM/G <i>[Signature]</i>
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COMMENTS/REMARKS

The General Liability and Auto policies include a blanket additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. assumed by the named insured under its contract with the certificate holder.

The General Liability and Auto policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability policy includes a notice of cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-0033 Fax: (305) 743-3667
www.ci.marathon.fl.us

CHEMICAL REBID PROJECT ADDENDUM NO. 2

10/4/2013

Notice to All Proposers: Addendum must be acknowledged with your bid in order for your bid to be considered responsive.

Contractor RFI Questions (Q denotes Question, A denotes Answer):

Q 1. Who is the current supplier for the liquid Aluminum Sulfate?
A 1. The Dumont Company

Q 2. What price is aluminum sulfate being sold at?
A 2. The unit cost to the City is \$2.45

Q 3. Is the bidder required to install tanks on site? Or will tanks be provided for the chemicals?
A 3. Yes, only tanks identified on specifications. No, only products specified will require tanks.

Q 4. In the original bid for these chemicals which was ultimately cancelled, there was an addendum deleting item #6 Polymer from the requirement for chemical testing. We assume that you will agree that it is also not necessary to test this item for purposes of this rebid.
Our question is: Is this assumption correct?

A 4. A Lab analysis report is not required to be submitted.

*FBS C1282 + FBS 7802
are for Non-Potable usage.*

Q 5. In the Section entitled Delivery Locations, there is a list of the plants and their addresses. In addition there is a list of tanks required at each location. There is a statement above the tank list that states "Unit Price Bid also includes delivery and installation of tanks and bulkhead appurtenances, and removal at contract termination." There is no mention of responsibility for maintaining the tanks. We assume that the intent is for the successful vendor for each chemical to initially provide any tanks required to hold that chemical and to maintain and/or replace the tanks as required during the contract period and that all cost for same be included in the per gallon bid price of the chemical. Our question is: Is this assumption correct?

A 5. Yes.