

Water Treatment Plant City of Naples 1000 Fleishmann Blvd Naples FL 34102

Fiscal Year 2016 Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order

Purchase Order #

1600886-00

Delivery must be made within doors of specified destination.

HARCROS CHEMICALS, INC 5200 SPEAKER RD KANSAS CITY KS 66106

SHIP

Water Treatment Plant City of Naples 1000 Fleishmann Blvd Naples FL 34102

Vendor Phone	Number	Vendo	r Fax Number	Requisition Numb	per	Delivery Reference				
(813)247-	4531			7220		FWQ 16-040				
Date Ordered	Vendor Nu	ımber	Date Required	l Freight	Method/Terms		Department/Location			
06/07/2016	1019	0					UT - Water Production			
Item#]	Descript	ion/Part No.		Qty	UOM	Unit Price	Extended Price		
Fluoride f	or Water Tre	eatmen	t							
The Abov All Corres Lading	e Purchase spondence -	Order Packin	Number Must And	Appear On Bills Of						
1 fluoride					30000.0	EACH	\$0.485	\$14,550.00		
off of atta its Harcro (FWQ)Fo is valid th renewal o	ched Bid Ta os Chemical rmal Writter ru 09/30/20 options upon CITY and VE	abulatio s Inc. S n Quote 16 with n mutua	se Order is bas n 16-040 and Submittal of No. 16-040 the four 1-year Il agreement be See FWQ Sp	at etw						

City Manager

VENDOR COPY

PO Total

\$14,550.00

PURCHASE ORDER TERMS AND CONDITIONS

- 1. Description of Goods; Sale and Delivery. Seller shall sell, transfer, and deliver to Buyer the goods described on this Purchase Order.
- 2. Acceptance of Goods. Acceptance of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
- 3. Rate and Time of Payment. Unless otherwise specified, Buyer shall make payment to Seller for the goods as provided for in Florida Statute Section 218.70 known as the Florida Prompt Payment Act after the goods are received and accepted by Buyer.
- 4. Receipt of Goods. The goods shall be deemed received by Buyer when delivered and inspected, and accepted at the delivery address as stated on the front of this Purchase Order.
- 5. Risk of Loss. The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods.
- 6. Warranty Against Encumbrances. Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
- 7. Warranty of Title. Seller warrants that the Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
- 9. Product Warranty. Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
- 10. Right of Inspection. Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim.
- 11. Procedure as to Rejected Goods. On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.
- 12. Governing Law. The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Purchase Order and its interpretation, and that all the definitions contained therein will be applicable to this Purchase Order except where this Purchase Order may expressly provide otherwise.
- 13. Bid Documents. If this Purchase Order is the result of an Invitation to Bid, or Request for Proposals the terms and conditions of the Bid or Proposal Documents shall apply.
- 14. Notices and Address of Record. All notices required or made pursuant to this Purchase Order to be given by Seller to Buyer shall be in writing and shall be delivered to the following:

City of Naples, Purchasing Division Attention: Purchasing Manager 735 8th St S Naples, Florida 34102-6703

Revised 6/14/2010



City of Naples

REQUEST FOR (FWQ) FORMAL WRITTEN QUOTES FWQ No. 16-040 - Utilities/Water Treatment Chemical - Fluoride

FWQ'S ARE DUE ON/BEFORE 5:00 PM, 04/20/2016 Minimum time frame 5-full business days

PRODUCT (COMMODITY) / SCOPE OF SERVICES:

These specifications are intended to provide the information by which prospective bidders may understand the requirements of the City of Naples relative to furnishing and delivering a water treatment chemical - Fluoride. All bid offers shall be chemicals that are presently being used in the water treatment industry and of a proven quality. All products shall originate from Europe or domestically. Any product originating from any other location such as Southeast Asia will not be accepted.

REQUEST COMMODITY CODE(S):

015-15 175-13 885-66 180-84 190-36

DEPARTMENT INFO / DELIVERY ADDRESS, ETC:

City of Naples Water Treatment Plant 1000 Fleischmann Boulevard Naples, FL 34102

SPECIAL CONDITIONS:

- 1. Award: An award, if any, will be made to the lowest responsive and responsible vendor capable of providing the product and/or service.
- 2. Price: Will remain firm for the contract period. Annual Agreement pricing will remain the same through 09/30/2016 with four 1-year renewal options upon mutual agreement between the CITY and the VENDOR. The pricing schedule shall be inclusive of any freight, transportation, handling, delivery, surcharges, or any other incidental charges. The pricing shall be exclusive of any Federal or State taxes, as the City of Naples is exempt from payment of such taxes, unless otherwise stated in this solicitation. The City will not be obligated to pay any sales tax, and the overall pricing schedule shall be completed accordingly.
- 3. Payment: Shall be made after satisfactory completion of the delivery or work.
- 4. <u>Respondents:</u> Before submitting a FWQ, respondent shall become fully informed as to the extent and character of the product and/or work and shall carry all required license(s) of the City, County, State and Federal Government if applicable. It is understood by the respondent that the submission of a FWQ is agreement with all conditions referred to herein.
- 5. IRS Form: Submit signed IRS W-9 form. Latest version (December 2014).
- 6. Insurance: Shall be provided by Awarded Vendor prior to the start of work.
- 7. References: City reserves the right to request references with whom your company has provided stated products and/or

Company Name: Harcros Chemicals Inc

Authorized Signature

Request for (FWQ) Formal Written Quotes | 1 of 5

v. 10.30.2014

services within the last 2 years.

- 8. Submittal: Submit all pages of the FWQ with Vendor name and signature.
- 9. Other: All products and/or materials shall be new, and shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the item or materials are received, inspected, and accepted by a representative of the City.

SPECIAL CONDITIONS

1. GENERAL

These specifications are intended to provide the information by which prospective bidders may understand the requirements of the City of Naples relative to furnishing and delivering water treatment chemicals. All bid offers shall be chemicals that are presently being used in the water treatment industry and of a proven quality.

2. STANDARD

All chemicals shall meet the AWWA standard and be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects or UL approved where appropriate.

3. PRICES

The cost proposal shall be inclusive of any freight, transportation, handling, delivery, surcharges, or any other incidental charges. The proposal shall be exclusive of any Federal or State taxes, as the City of Naples is exempt from payment of such taxes, unless otherwise stated in these documents. The City will not be obligated to pay any sales tax, and the overall bid proposal shall be completed accordingly.

4. AWARD

The general criteria that will be used for the evaluation of this bid is set forth in the general bidding requirements along with the responses as stated on the bid proposal pages. Award of bid shall be made to the lowest, qualified and responsive bidder(s) meeting specifications. The City reserves the right to award this contract through an approach that best serves the interests of the City; i.e.: to a single vendor, multiple vendors, or by a primary/secondary vendor basis, on a category by category basis. Bid offers will be compared to the current price and renewals may be accepted in lieu of the bid offer.

5. QUANTITIES

The quantities listed in the Contract Proposal are approximate and are for the purpose of bid evaluation. The City reserves the right to order such quantities as may be required during said period, but does not guarantee any minimum or maximum to be ordered during the period specified.

6. ASSIGNMENT: SALE & SUBLEASE

Should the contractor sell or sublet this contract or any part thereof to any person or entity other than the awardee, the Public Works Department shall be notified in writing immediately upon the transfer of ownership. The assignment of this contract or any part thereof, shall require that its assignee be bound to it and to assume toward the contractor, all of the obligations and responsibilities that contractor has assumed toward the City. In the City's best interest, and at its option, the service/commodity may be re bid, delivering a sixty (60) day written notice to the new owner(s).

7. CONTRACT RENEWAL

The prices quoted on the Proposal shall remain in effect through 9/30/2016. The City, at its discretion, and with the consent of the contracted vendor, shall have the option to renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

Company Name

Harcros Chemicals Inc

Authorized Signature:

Request for (FWQ) Formal Written Quotes | 2 of 5

v. 10.30.2014

8. MATERIAL SAFETY DATA SHEETS (M.S.D.S.)

M.S.D.S. sheets shall be provided for each chemical for both of the City's Plants, as required by Federal law.

SECTION 2 - SODIUM FLUOROSILICATE (Formerly Sodium Silicofluoride)

2.1 DESCRIPTION AWWA B702 94

Sodium Fluorosilicate is a white, dry, free flowing powder. This product must have NSF approval for potable water and verification must be submitted with the bid.

Product shall originate from a domestic location or from Europe. Any product originating from any other location such as Southeast Asia will not be accepted.

2.2 PHYSICAL PROPERTIES

- a. Bulk Density 85 lb/ft3 (1.4 g/cm3).
- b. Fluoride ion content 59.4%
- c. Insoluble matter not to exceed 0.5% by weight.
- d. At least 98% must pass through a U. S. Standard Sieve No. 40 (420 µm).

2.3 PACKAGING

Sodium Fluorosilicate (Na2SiF6) must be shipped in multi walled paper bags whose contents shall not exceed 50 lbs. Packaging and shipping must conform to current regulations.

2.4 DELIVERY LOCATION

City of Naples Water Treatment Plant 1000 Fleischmann Boulevard Naples, Florida 34102

2.5 AMOUNT

Estimated usage: 30,000 lbs. (600 - 50 lb. bags) (Annually)

2.6 DELIVERY TIME

Shipments will be FOB Destination, and received between the hours of 7:00 AM and 5:00 PM, Monday through Friday, within eight (8) working days after verbal receipt of the order from the City of Naples.

2.7 SAFETY

The supplier's truck must be equipped to safely handle and unload Sodium Fluorosilicate on and off of a loading dock. The successful bidder shall be responsible for the safe and clean delivery of product into storage area. All deliveries must be supervised by the driver at all times. Bidder will also be responsible for the prompt clean up of any spills.

The supplier will also be required to provide, at no additional cost to the City, two (1) 1-hour training session at each delivery location, each year that meet the federal and state safety and right to know training requirements. The education and instruction of the City's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with Sodium Fluorosilicate. Session dates, times and course outlines shall be submitted by the supplier, as part

Company Name: Harcros Chemicals Inc

Authorized Signature:

of their bid package, and approved by the City. The supplier shall be required to provide a letter certifying that the course outline meets the requirements listed above. Dated and signed certificates shall be supplied by the instructor for each City employee that attended the safety training. Failure to provide these services will be considered a default of the contract.

Upon staff's evaluation of quote responses, awards are also intended to be made to one or multiple vendors which would be in the best interests of the City.

FWQ No. 16-040 - Utilities/Water Treatment Chemical - Fluoride

SECTION A: PRICING SCHEDULE

Item No.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT COST	LINE ITEM COST	
1	1 Sodium Fluorosilicate		Pound	\$0.485	_ \$0. 00	14550
2	xx					
3	xx					
4	xx					
5	xx					
			TOTA	L FWQ COST:	-\$0.00	14550

The quantities above are estimated and are used for price comparisons only.

SECTION B: (FWQ) FORMAL WRITTEN QUOTE SUBMISSION INFORMATION

FWQ'S ARE DUE ON/BEFORE 5:00 PM, 04/20/2016 Minimum time frame 5-full business days

• Delivery FWQ to: City of Naples; Purchasing Division; 735 8th Street S.; Naples, FL 34102

• Email To: purchasing@naplesgov.com

• Fax to: (239) 213-7105

• Questions: Email preferred. Contact: Greg Givens at (239) 213-7101

SECTION C: VENDOR / RESPONDENT INFORMATION
Company Representative Signature:
Printed Name and Title: Gary Dak, Regional Manager
Company Name: Harcros Chemicals Inc FEI/EIN Number: 43.1935062
Full Address: 5/32 Trenton Street, Tampa, FL 33619
Telephone: 613.447.463/ Email: Purida bids @ harcros.com

Company Name: Hacros Chemicals Inc Authorized Signature: Authorized Signature: Request for (FWQ) Formal Written Quotes | 4 of 5

PURCHASE ORDER TERMS AND CONDITONS

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remicals Inc Authorized Signature

v. 10.30.2014

Form (Rev. December 2014) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

	l Revenue Service							1 84	B4 NO	to the	INS	•
	1 Name (as shown on yo	ur income tax return). Name	is required on this line; d	o not leave this line blank.		_			-			
	HARCROS CHEMIC	ALS INC										
625	2 Business name/disrega	rood entity name, if differen	it from above							-		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation V S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C+C corporation, S+S corporation, P*partnership the tax classification of the single-member cover. Other (see instructions) > Address (number, street, and apt. or suite no.) 5200 SPEAKER ROAD					p ☐ Trust/estate contain entities, not indi- instructions on page 3): Exempt payed code (if a						ividuals; soo	
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Harcros Chemicals Inc 5200 Speaker Rd. P.O. Box 2930, 66110-2930 Kansas City, KS 66110-1048 Tel 913/321-3131 Fax 913/621-7718 www.harcros.com



April 18, 2016

City of Naples Water Treatment Plant 1000 Fleischmann Boulevard Naples, Florida 34102

To Whom It May Concern:

Please be advised that Gary Delk is hereby appointed, constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, bidding, concerns and transactions with the City of Naples, or any of its agencies, departments, employees or agents. This includes the execution of all papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt thereof all purchase orders pertaining to the Request for Formal Written Quotes, FWQ No. 16-040 – Utilities/Water Treatment Chemical – Fluoride.

Sincerely,

Mark Loethen

Vice President and CFO



ONLINE CERTIFICATIONS DIRECTORY

FDPH.MH17829 Drinking Water Treatment Chemicals

Page Bottom

Drinking Water Treatment Chemicals

See General Information for Drinking Water Treatment Chemicals

KC INDUSTRIES L L C 2420 OLD HWY 60 PO BOX 646 MULBERRY, FL 33860 USA MH17829

NSF/ANSI 60

Plant at: Hunan, CHINA

Trade Dsg	Category	Max Use Level (mg/L)
Sodium fluoride (a)	Miscellaneous Treatment Application Products	2.3

Plant at: Mulberry, FL

Trade Dsg	Category	Max Use Level (mg/L)
Hydrofluosilicic Acid		
Hydrofluosilicic Acid (b)	Fluoridation	6.0
Sodium Silicofluoride*	Fluoridation	2.0

Plant at: Zhuzhou City, China

Trade Dsg	Category	Max Use Level (mg/L)
Sodium Fluorosilicate	Miscellaneous Treatment Application Products	2.0

- (a) This maximum use level corresponds to a maximum Fluoride concentration of 1.2 mg/L
- (b) The maximum use level for Hydrofluosilicic Acid is 6.0 mg/L
- * The maximum use level is equivalent to a fluoride concentration of 1.2 mg/L

Last Updated on 2013-10-04

Questions? Print this page Terms of Use Page Top

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.. Ut . 1 . 1 . 1 . ATTATA T . ATTATATATATA TO THE ADDRESS OF

K. C. Industries, L.L.C.

CERTIFICATE OF ANALYSIS

Date: 3-9-16

Product: Lot Number: **Sodium Fluorosilicate**

KC16-069

			Analysis Method AWWA B702	Specification Limits
Sodium Fluorosilio Insoluble Matter (Moisture (%) typic	%) typical	99.64 00.45 00.02	Section 5.2.5 Section 5.2.3 Section 5.2.4	> 98.00 < 0.50 < 0.50
Screens (%)	+ 40 + 60 + 100 + 200 + 325 - 325	00.00 12.3 32.8 38.9 12.9 2.8	Section 5.2.2	≤ 25.00

Any questions or comments regarding the above information, please contact Customer Service at 863-425-1195.

Results Certified By:	
Joseph Basel	
Analyst Signature	

KC INDUSTRIES, LLC

PRODUCT SPECIFICATION

SODIUM FLUOROSILICATE

(SODIUM SILICOFLUORIDE)

(Na₂SiF₆) CAS Registry No. 16893-85-9

Sodium Fluorosilicate is a dry, white, free-flowing, crystalline chemical. It is ANSI NSF-60 approved and meets AWWA Standards.

Dust may cause irritation of eyes, skin, mucous membranes, and respiratory tract. Wear appropriate personal protective equipment. Refer to the Material Safety Data Sheet for additional information.

SPECIFICATIONS RANGE

 $\begin{tabular}{lll} Na_2SiF_6 &> 98.0 \% \\ Moisture &< 0.50 \% \\ Insoluble Matter &< 0.50 \% \end{tabular}$

PHYSICAL PROPERTIES

Screen Analysis, US Standard Screen

-40 Mesh 100.0 % -325 Mesh < 25.0 % Bulk Density (Lb/Ft³) 85-90

SHIPPING INFORMATION

Container: Multi-ply Paper Bags -

Palletized on Piggyback and Van Trucks.

Bulk shipped in hopper trucks.

Weight Bagged: 50 Pounds Net and Super Sacks

Additional Packaging may be available on request.

Shipping Point: Mulberry, Fl.

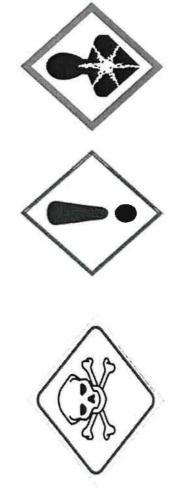
The information contained in this data sheet is believed to be a true and accurate representation of average properties from commercial production lots and should not be considered guaranteed specifications. Any recommendations or suggestions are made without warranty or guarantee since the conditions of use are beyond our control. Nothing shall be construed to imply the permission, inducement, or recommendation to practice any invention or patent by KC Industries or by others without authorization from the owner of the patent.

KC Industries, LLC

Safe Handling of Sodium Fluorosilicate

- Sodium Fluorosilicate
- Used for water fluoridation, wood and leather preservative, etchant for opalescent glass
- Supplied by KC Industries, LLC
- 863-425-1195

Hazard Identification



- Acute Toxicity
- Irritant Skin and Eyes
- Carcinogen

- Precautionary Statements
- Do not breathe dust
- Wash hands, forearms and exposed areas
- Do not eat, drink or smoke when using product
- Wear protective gloves, eye protection, protective clothing

- Composition/Information on Ingredients
- 98% Sodium Silicofluoride

- First Aid Measures
- Inhalation: Remove person to fresh air
- Eyes: Flush with tepid water for at least 20 min.
- Skin: Wash thoroughly with mild soap and water
- Ingestion: Give water to drink. Induce vomiting

- Fire Fighting Measures
- Small: Dry chemical, carbon dioxide, water spray or foam.
- Large: Water spray, fog or alcohol foam
- Non-Flammable. Negligible fire hazard when exposed to heat or flame.
- Move containers from fire area if can be done without risk. Use water spray to reduce vapors

- Fire Fighting Measures
- Thermal decomposition may release Fluoride and sodium oxides
- Protective Measure in Fire: Avoid contact; toxic waste.
 Fight fire from a safe distance. Prevent runoff from entering natural waterways.
- Stay upwind and restrict access to area

- Accidental Release Measures
- Personal Precaution in Spill: Do not touch material.
 Wear protective equipment
- Environment: Dike larger spills for later disposal.
 Restrict access to spill area
- Spill clean up: Damp mop any residue

- Handling and Storage
- Usage Precautions: Do not breathe dust. Do not get in eyes, on skin, on clothing. Avoid prolonged or repeated exposure
- Storage Precautions: Store in dry, cool, well-ventilated area. Keep away from food, drink, and animals feeding stuffs
- Handling Precautions: Do not breathe dust. Avoid contact with substance. Wash hands and other exposed areas with water after handling

- Exposure Controls and Personal Protection
- Protective Equipment: Use adequate ventilation to meet exposure limits. Where exposure limits may be exceeded us OSHA approved dust mask.
- Process Conditions: Exposure limits: 2.5 mg/m3 TLV.
 2.5/m3 OSHA PEL
- Respirators: Use approved dust mask if dust are generated when handling this material

- Protective Gloves: Polymeric protective gloves are recommended to prevent possible irritation
- Eye Protection: Chemical protective goggles and full face shield are recommended where there is the possibility of eye contact with product
- Skin Protection: PVC, neoprene, or similar materials are recommended
- Other Protection: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure

- Physical and Chemical Properties
- White Powder
- No Odor
- 3.5-4.0 pH (Saturated Solution)
- Decomposes at 932 Degrees F
- % Solubility (H20) 0.65g/100g at 63 Degrees F
- Specific Gravity/Bulk Density: 85/90 lb/ft3

- Stability and Reactivity
- Product is stable. Hazardous polymerization will not occur
- Temperatures above 500 C, such as fires, will cause decomposition and formation of Hydrofluoric Acid and Fluorine
- Avoid excessive dust generation

- Toxicological Information
- The acute lethal oral toxicity for rats is approximately
 125 mg per kilogram of body weight
- This is equivalent to approximately 6.5 grams for the average human

- Disposal Considerations
- Dispose of in accordance with Federal, State and Local Regulations

Transportation Information

Proper Shipping Name: Sodium Fluorosilicate

Hazard Class: 6.1

UN Number: UN2674

Packing Group: III