



August 18, 2022

Attention: Melissa Trilikis, Inside Sales Bid Analyst
Carus, LLC.
315 Fifth Street
Peru, IL. 61354
Email: bids@carusllc.com

Transmitted via e-mail

Subject: Notification of Award for Bid No. 22-C-268F, Sodium Hexametaphosphate

Dear Ms. Trilikis,

We are pleased to advise that on August 17, 2022, City Commission awarded the subject bid to your firm "Carus, LLC". All services are to be performed in accordance with all terms, conditions, prices and specifications as outlined in the Bid.

The initial contract period will be for one-year, effective **August 17, 2022 through August 16, 2023**, with the option to renew thereafter for five, one-year renewal periods in accordance with Instructions to Bidders 8. "Contract Period and Renewal".

If you should have any questions, please do not hesitate to contact me at norcutt@coralsprings.gov.

Thank you for your interest in the City of Coral Springs and we look forward to a successful working relationship with your firm.

Sincerely,

Nicholas Orcutt
Purchasing Agent

CC: 22-C-268F, Bid File
A. Jones, Utilities Division
L. Jarocki, Utilities Division
B. Smith, Inside Sales Manager, Carus, LLC.



DATE: June 24, 2022

RFP NO.: 22-C-268F

ADDENDUM NO. 1

Please see attached revised Invitation To Bid, Section 16.3 Contract Period and Invitation To Bid, Section 22 Summary of Documents to be Submitted by Bidders.

**THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE JULY 6, 2022 AT 2:00 P.M.**



Signature Barbie Smith/Inside Sales Manager

Carus LLC

Company

July 5, 2022

Date

Nicholas Orcutt
Purchasing Agent

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

corporation, firm or person submitting a Bid for the same commodities/services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

BID TITLE: Sodium Hexametaphosphate

INSTRUCTIONS TO BIDDERS:

BID NO.: 22-C-268F

1. DEFINED TERMS

BIDS WILL BE OPENED 2:00 P.M. (EST), July 6, 2022 and may not be withdrawn during the ninety (90) calendar days following such date and time.

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Nicholas Orcutt 954-344-1103

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

Carus LLC

CORRECT LEGAL NAME OF BIDDER:

Barbie Smith

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: Inside Sales Manager

TYPED/PRINTED NAME OF AUTHORIZED AGENT: Barbie Smith

ADDRESS: 315 Fifth Street
Peru, IL 61354

PHONE NO: (800) 435-6856
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: 36-0877400

Barbie Smith

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any

3. QUALIFICATIONS OF BIDDERS

- 3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed responsible or unreliable by the CITY.
- 3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify CITY's Purchasing Division of all conflicts, errors and discrepancies in the Bid Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

- 5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not

intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

- 6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.
- 6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, e-mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

- 7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 7.5 Bidder warrants by virtue of bidding that prices, terms, and conditions in the Bid will be firm for

acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.

- 7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs.

8. OCCUPATIONAL HEALTH & SAFETY

- 8.1 Bidder shall comply with all State and federal standards and requirements regarding the transport, use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN....(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.
- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.
- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

- 10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

- 10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

- 10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

- 10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

- 12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive,

or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the Successful Bidder and the surety, if any, for the Successful Bidder.

15. AWARD OF CONTRACT

15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.

15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the

Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

(d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.

(e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.

(f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.

16.3 **CONTRACT PERIOD:** The initial term of this contract will be one (1) years with an option to renew for five (5) additional one (1) year periods for a cumulative total of six (6) years subject to Bidder acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "Instructions to Bidders" hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The Successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award. No award will be recommended until a written

determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.

- (g) Drug Free Workplace
- (h) Reference Form
- (i) Bidder's Questionnaire
- (j) Certification Pursuant to Florida Statue 287.135
- (k) Certificate(s) of Insurance, if required by the Special Conditions.
- (l) E-Verify Registration Certification
- (m) Addendum (if any issued)

18. TAXES

18.1 The Successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The CITY reserves the right to audit the records of the Successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the Successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The Successful Bidder shall allow the CITY to inspect, examine and review the records of the Successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement (page 1)
- (b) Bid Form & Bidders Certification.
- (c) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (d) Non-Collusive Affidavit
- (e) Bidders Foreign (non-Florida) corp
- (f) Bidder's Qualification Statement



DATE: 6/22/2022

BID NUMBER: 22-C-268F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

SODIUM HEXAMETAPHOSPHATE

Sealed Bids must be received and time stamped by the Purchasing Manager, either by mail or hand delivery, no later than 2:00 p.m. local time on **Wednesday, July 6, 2022**. A public opening will take place at or before 2:15 p.m. in the Everglades Room located at the Coral Springs City Hall, 9500 West Sample Road, Coral Springs, Florida 33065 on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

***NOTE TO BIDDERS:** The City is accepting Bid submittals electronically. Electronic Bid Submittals will be accepted through DemandStar.com or emailed to bids@coralsprings.org. Physically delivered Bid Submittal will also be accepted.

Any questions you may have regarding this project can be sent via email to norcutt@coralsprings.org. **All questions shall be received five (5) business days prior to the bid opening.** Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Nicholas Orcutt, CPPB
Purchasing Agent



BIDDER CHECKLIST

Bid No. 22-C-268F

SODIUM HEXAMETAPHOSFATE

All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms as listed below. Failure to submit the required documents may result in your bid being considered non-responsive and thereby rejected.

- 1. Bidder’s acknowledgement (page 1) Yes No
- 2. Bid Form & Bidder’s Certification Yes No
- 3. Certified Resolution Yes No
- 4. Non-Collusive affidavit Yes No
- 5. Bidder’s Foreign (non-Florida) Corp Yes No
- 6. Bidder’s Qualification statement Yes No
- 7. Drug Free Workplace Yes No
- 8. References Form Yes No
- 9. Bidder’s Questionnaire Yes No
- 10. Certification Pursuant to Florida Statue 287.135 Yes No
- 11. Addendum (if any issued) Yes No
- 12. Proof of ability to obtain insurance Yes No
- 13. E- Verify Registration Certification Yes No
- 14. Name of individual submitting bid: Barbie Smith/Inside Sales Manager
Email address: bids@carusllc.com Ph: 800-435-6856

Name of Bidder: Carus LLC

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

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BID TITLE: Sodium Hexametaphosphate

INSTRUCTIONS TO BIDDERS:

BID NO.: 22-C-268F

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PURCHASING AGENT (NAME & TELEPHONE NO.): Yasmin Teja 954-344-1102

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Carus LLC

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT) Barbie Smith

TITLE: Inside Sales Manager

TYPED/PRINTED NAME OF AUTHORIZED AGENT: Barbie Smith

ADDRESS: 315 Fifth Street Peru, IL 61354

PHONE NO: (800) 435-6856
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: 36-0877400

(Signature) I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any

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- 5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not

intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

- 6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.
- 6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, e-mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

- 7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 7.5 Bidder warrants by virtue of bidding that prices, terms, and conditions in the Bid will be firm for

acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.

- 7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs.

8. OCCUPATIONAL HEALTH & SAFETY

- 8.1 Bidder shall comply with all State and federal standards and requirements regarding the transport, use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN....(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.
- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.
- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

- 10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

- 10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

- 10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

- 10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

- 12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive,

or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the Successful Bidder and the surety, if any, for the Successful Bidder.

15. AWARD OF CONTRACT

15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.

15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the

Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

(d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.

(e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.

(f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.

16.3 **CONTRACT PERIOD:** The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate one(1) years from that date. The CITY may renew this Contract for two (2) two (2) year periods subject to Bidder acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The Successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award.

No award will be recommended until a written determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.

- (e) Qualification Statement, if required by the Special Conditions.
- (f) Bid Security, if required by the Special Conditions.
- (g) Certificate(s) of Insurance, if required by the Special Conditions.
- (h) Certification of Non-Segregated Facilities, if required by the Special Conditions.

18. TAXES

- 18.1 The Successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law.

19. AUDIT RIGHTS

- 19.1 The CITY reserves the right to audit the records of the Successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the Successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The Successful Bidder shall allow the CITY to inspect, examine and review the records of the Successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

- 20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

- 21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

- 22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form.
- (c) Non-Collusive Affidavit.
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.

INSTRUCTIONS TO BIDDERS

Bid No. 22-C-268F - Sodium Hexametaphosphate

1. QUALIFICATIONS OF BIDDERS

- 1.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.
- 1.2 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.
- 1.3 CITY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify CITY immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

2. SAFETY

- 2.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 2.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (a) All employees on the work site and all other persons who may be affected thereby.
 - (b) The work and all materials and equipment incorporated therein.

- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

2.3 WARRANTIES

The successful bidder shall fully warranty all material furnished against defect in materials for a period of one (1) year from date of acceptance by the City of Coral Springs. Should any defect in materials, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City of Coral Springs, immediately upon written notice from the City's Project Manager.

2.4 PERMITS, FEES AND NOTICES

- A. The Successful Bidder shall secure and be responsible to pay for any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent without delay.
- B. The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.
- C. The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the Coral Springs Building Division, and be displayed on the job site prior to the first inspection.

2.5. CLEANING UP

The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the CITY.

2.6. DEFAULT

In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Bidder written notice by certified mail of the default and that such

default shall be corrected or actions taken to correct such default shall be commenced within five (5) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

2.7 TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the agreement is terminated for the convenience of the CITY the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

2.8 ASSIGNMENT

The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

2.9 APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. thecity is providing the following list of references for the convenience of the bidder. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the CITY or any admission or agreement that these laws, orders or rules actually apply to this project. Moreover, the list is not intended to be inclusive and omission shall not be a

defense for a Bidder's, Contractor's or Sub-contractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

1. Non-Segregated Facilities: The Successful Bidder and each sub-contractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the bidder and all sub-contractors certifies that Bidder has become familiar with the certification and that he will comply with the requirements set forth in the Certification.
2. Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the Successful Bidder agrees as follows:
 - (a) The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Successful Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading; demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (b) In the event of the Successful Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to CITY.

3. INDEMNIFICATION

- 3.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to Successful Bidders for the work of the Contract shall constitute specific consideration to Successful Bidder for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations

of the Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.

- 3.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Bidder agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.
- 3.3 Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 3.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

4. INSURANCE

- 4.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- 4.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.
- 4.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

4.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

4.5 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for

employers and public liability insurance which may not be less than \$1,000,000 Dollars for each category), and the Successful Bidder shall provide verification thereof to CITY upon request of CITY.

- 4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 4.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 4.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.
- 4.9 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 4.10 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 4.11 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

5. BID FORM

This Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

6. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. AWARD OF CONTRACT

- 7.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY, and not necessarily to the lowest Bidder.
- 7.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
 - (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
 - (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
 - (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
 - (f) Price.

8. CONTRACT PERIOD AND RENEWAL

The initial term of this contract will be one (1) year with an option to renew for five (5) additional one (1) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed 6 months. Option for extension will only be exercised upon mutual written agreement and with all term conditions and unit prices adhered to with no deviations.

9. CONTRACT ADJUSTMENTS

Costs for any renewal term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

10. ESCALATION CLAUSE (CONTRACT YEAR 1)

The City of Coral Springs acknowledges the fluctuating nature of chemicals due to the current unstable market conditions. Therefore, during contract year 1 only, the City may consider quarterly price adjustments should market conditions dictate such and only under the following conditions.

- (1) Where all prices shall have remained firm for the initial quarter of the contract period.
- (2) For acceptance by the City, request shall be in writing, and received no less than a minimum of thirty (30) days prior to the proposed effective date. Vendor is responsible for verifying that written price adjustment request was received by the Purchasing Agent.
- (3) Successful bidder to submit supporting documentation for price adjustment such as manufacturers price change documentation, invoices and other similar supporting documentation to support price adjustment request to the City.
- (4) Any price adjustment shall be approved, in writing, by the Purchasing Manager, prior to the effective date.

The City may, after review, refuse to accept the price adjustment if they are not properly documented or if the proposed price increase is considered excessive.

11. ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a bidder is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the bidder.

If a bidder downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective bidder's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective bidder is provided to the prospective bidder. It is the responsibility of the bidder to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

12. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

13. QUANTITY:

The quantities shown are estimated annual requirements. The City of Coral Springs reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

14. DEBRIS:

Contractor shall be responsible for the prompt removal of all debris which results from this contracted service.

15. F.O.B POINT:

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

SPECIFICATIONS / SCOPE OF WORK

1.

SCOPE OF WORK:

The City of Coral Springs is requesting bids from qualified bidders to establish a term contract for the supply and delivery of Sodium Hexametaphosphate on an as needed basis.

2.

SPECIFICATIONS:

Material to be delivered in 50 lb. bags, according to the following specifications:

- A. TYPE:
Shall be readily supplied in a granular (fine) physical form phosphate, produced by combining sodium oxide and phosphoric acid in a relative ratio of 1.00 - 1.20 to 1.00.
- B. IMPURITIES:
The sodium hexametaphosphate supplied shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water that has been properly treated with the sodium hexametaphosphate.
- C. PHYSICAL REQUIREMENTS:
 - 1. The material shall be clean, free from lumps or extraneous materials, and uniform in composition. The material shall be in free-flowing condition when packages are opened on receipt of shipment.
 - 2. The material shall be readily supplied in the physical form as specified by the purchaser and shall be uniform in composition.
 - 3. For granular (fine) product, not less than 95% of the material shall pass through 10 mesh, nor more than 20% through 100 mesh.
 - 4. Material must meet NSF/ANSI 60.
- D. SOLUBILITY:
 - 1. The material shall be readily soluble at any temperature in the range 50 - 100 degrees Fahrenheit when mixed in a ratio of one part to four parts distilled water.
 - 2. Water-insoluble matter in the material shall not exceed 0.1 percent, by weight.
- E. CHEMICAL REQUIREMENTS:
 - 1. As covered in AWWA Standard B502-05, Section 4.2.
 - 2. The PH of a 1 percent solution of "unadjusted" sodium hexametaphosphate shall be in the range 6.7 - 7.3.

F. PACKING AND SHIPPING:

1. Sodium hexametaphosphate must be shipped in paper or any moisture proof multiwall bags each containing 50 lb. net weight of the material.
2. The net weight of the packages shall not deviate from the recorded weight by more than ± 1.0 per cent.
3. Each shipment of sodium hexametaphosphate shall carry some means of identification. Each package shall be marked legibly with the name of the manufacturer, the name of the material and the brand name, if any, the percent of P205 in the material, and net weight of the material contained. Packages shall also bear the statement "Guaranteed by manufacturer to meet the requirements of the ANSI/AWWA B502, Sodium Hexametaphosphate".

G. TEST PROCEDURE:

As covered in AWWA Standard B502-05, Section 5.2.

H. QUALITY ASSURANCE

The Supplier shall provide a certified analysis or affidavit for every delivery confirming the product complies with all applicable requirements of AWWA Standard B502-05. If there are quality control issues that arise in the water treatment process, the City reserves the right during the contract period to conduct independent testing to determine if the product supplied meets aforementioned specifications. The cost of test is to be paid for by the City if sample meet specification and by bidder if it should not meet specifications. In addition, if the delivered material does not meet the AWWA standard, the supplier shall replace the product at no charge to the City.

3. **DELIVERY:**

Sodium Hexametaphosphate shall be delivered as needed within 10 days of placement of an order by the Utilities Department. Delivery should be between 8:00a.m. - 4:00 p.m. Monday through Friday excluding holidays observed by City. Deliveries not complying with these requirements may be rejected by City in such event. City shall have the right to require contractor to re-deliver the Sodium Hexametaphosphate at contractor's sole expense. The Sodium Hexametaphosphate shall be delivered to the City's facility and unloaded by the vehicle operator into the designated area.



BID NO. 22-C-268F

SODIUM HEXAMETAPHOSPHATE

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
3. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
4. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

SODIUM HEXAMETAPHOSPHATE

BID FORM

BIDDERS MAY ONLY SUBMIT ONE BID

ITEM	DESCRIPTION	Estimated Qty	UOM	UNIT PRICE	TOTAL PRICE
1	Sodium Hexametaphosphate	20,075	LBS.	\$ <u>2.82</u>	\$ <u>56,611.50</u>

5. The undersigned Bidder will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required.
 Yes No

6. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. 1 Date June 24, 2022
Addendum No. _____ Date _____
Addendum No. _____ Date _____

7. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

8. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

9. Communications concerning this Bid shall be addressed to:

Name: Melissa Trilikis

Address: 315 Fifth Street, Peru, IL 61354

Telephone No.: 800-435-6856 Fax No.: 815-224-6697

Email Address: bids@carusllc.com

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 202__.

By: _____
Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__,
by _____ 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.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A ^{LLC} ~~CORPORATION~~, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 5th day of July, 2022.

Melissa Trilikis
Witness
Melissa Trilikis/Inside Sales Bid Analyst

Barbie Smith
Signature of ~~Owner~~ Inside Sales Manager

Carus LLC
Printed Name of ~~Corporation~~ Partnership, Firm ^{LLC}

Barbie Smith
Printed Name of ~~Owner~~ Inside Sales Manager

315 Fifth Street
Business Address

Peru, IL 61354
City/State/Zip

(800) 435-6856
Business Phone Number

Elizabeth A. Modlin
Witness
Elizabeth Modlin/Inside Sales Bid Analyst

ACKNOWLEDGEMENT

State of Illinois
County of LaSalle

The foregoing instrument was acknowledged before me this 5th day of July, 2022, by Barbie Smith (Name), Inside Sales Manager (Title) of Carus LLC (Name of Company) 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.

Maria L. Bergagna
NOTARY PUBLIC



Maria L. Bergagna
(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation* organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and passed by
a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-
laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)" The duly elected ____
_____ (Title of Officer) of _____ (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and
such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid
Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts
and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing
resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be
indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or
growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so
certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by
the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____
_____, 202__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the
corporation to do so in its behalf.

***The Term Corporation shall include Corporation, Company, or Partnership**

NON-COLLUSIVE AFFIDAVIT

State of Illinois)

)ss.

County of LaSalle)

Barbie Smith being first duly sworn, deposes and says that:

- (1) He/she is the Inside Sales Manager, (Owner, Partner, Officer, Representative or Agent) of Carus LLC, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Amy Berggren
Amy Berggren/Assistant Secretary

By: Barbie Smith
Barbie Smith
(Printed Name)
Inside Sales Manager
(Title)



ACKNOWLEDGEMENT

State of Illinois
County of LaSalle

The foregoing instrument was acknowledged before me this 5th day of July 2022, by Barbie Smith, 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

Maria L. Bergagna
NOTARY PUBLIC



Maria L. Bergagna
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. M19000007237

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - (a) Maintaining, defending, or settling any proceeding.
 - (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - (c) Maintaining bank accounts.
 - (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - (e) Selling through independent contractors.
 - (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - (i) Transacting business in interstate commerce.
 - (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) Partnership, Joint Venture, Estate or Trust, LLC
- (II) Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Barbie Smith
BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Manager)

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: Carus LLC

NAME Barbie Smith

ADDRESS: 315 Fifth Street

Peru, IL 61354

TELEPHONE NO. 800-435-6856

FAX NO. 815-224-6697

E-MAIL ADDRESS: bids@carusllc.com

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Carus LLC

The address of the principal place of business is: 315 Fifth Street, Peru, IL 61354

2. If Bidder is a ^{Limited Liability Company}~~corporation~~, answer the following:

- a. Date of Incorporation: 02/13/1969
- b. State of Incorporation: Delaware
- c. President's name: Andy Johnston
- d. Vice President's name: M. Chryss Crockett
- e. Asst. Secretary's name: Amy Berggren
- f. Treasurer's name: M. Chryss Crockett

g. Name and address of Resident Agent:

Corporation Service Company

1201 Hays Street

Tallahassee, FL 32301

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address, and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

107 years

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

M19000007237

8. Have you personally inspected the site of the proposed work?
(Y) _____ (N) ✓ We are the current supplier.
9. Do you have a complete set of documents, including drawings and addenda?
(Y) ✓ (N) _____
10. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

No

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
No

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THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Barbie Smith

Signature Barbie Smith/Inside Sales Manager

State of Illinois

County of LaSalle

The foregoing instrument was acknowledged before me this 5th day of July, 202 by Barbie Smith of Carus LLC, 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.

Maria L. Bergagna

NOTARY PUBLIC



Maria L. Bergagna

(Name of Notary Public: Print, Stamp, or type as Commissioned)

BIDDER QUESTIONNAIRE

1. Description of the physical plant and facilities to supply the City:
Carus owns and operates two state of the art production facilities in LaSalle, IL and Belmont, NC, both of which are NSF and RCMS certified.

2. Summary of method of transport: Carus uses 2 vetted core common carriers
for delivery.

3. Location where the product bid is manufactured and shipped from:
Manufactured by Innophos/MexiChem; shipping from Belmont, NC.

4. Bidder shall detail method of delivery from Point of Origin up to and including final destination (FOB: Destination) Specify manufacturer's location, warehouse and/or any distribution points:
Product will be picked up from Belmont, NC by one of our vetted core common
carriers, which will then deliver to Coral Springs, FL.

5. Bidder to indicate if method of delivery will be via Vendor owned truck or other:
Vetted core common carriers (R&L/XPO)

6. Listing of office hours and Office personnel during these hours for coordination of service.
Office Hours: 8AM-5PM CST

Contact Information for order placement:
Name(s): Lori Miglio

Phone / Email address: orders@carusllc.com

7. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or submit as an attachment:
See attached

Quality Control program is in place at LaSalle,IL and Belmont, NC plant location.

Provide name and contact info for the person who is responsible for the Quality Control Program:

<u>Name: Lori Setchell (LaSalle)</u>	<u>Email: lori.setchell@carusllc.com</u>	<u>Phone: 815-224-6842</u>
<u>Kellie Miller (Belmont)</u>	<u>kellie.miller@carusllc.com</u>	<u>704-951-3132</u>

Name of Bidder: Carus LLC



REFERENCES

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

Bidder shall provide a minimum of three (3) satisfactory references consisting of clients in which their firm successfully supplied and delivered sodium hexametaphosphate of similar size and quantities as listed within this bid, within the time range of 6/01/2018 to 6/01/2022. Each reference provided by the Contractor shall be for a different client (business entity or government entity). Reference to indicate firm name, contact name, address, phone number, email, dates of contract/services and summary of services provided (Use City provided form to submit).

Reference #1

Business/Government Entity: Chicopee, MA
Address: 17 Springfield Street, Chicopee, MA 01013
Contact name: Brian Salamon Title: Purchasing Agent
Telephone No: (413) 594-1577 Email: bsalamon@chicopeema.gov
Date of contract/services 5/21-5/22
Summary of Services : Supplied Sodium Hexametaphosphate

Reference #2

Business/Government Entity: Brookings, SD
Address: PO Box 588, 525 Western Avenue, Brookings, SD 57006
Contact name: Chad Bachman, P.E. Title: Water/Wastewater Plant and Engineering Supervisor
Telephone No: (605) 697-8415 Email: cbachman@swiftel-bmu.com
Date of contract/services 4/21-3/22
Summary of Services : Supplied Sodium Hexametaphosphate

Reference #3

Business/Government Entity: Bloomington, IL
Address: 109 East Olive Street, Bloomington, IL 61701
Contact name: Kevin Whitehouse Title: Superintendent of Water Purification
Telephone No: (309) 434-2152 Email: kwhitehouse@cityblm.org
Date of contract/services 10/21-4/22
Summary of Services : Supplied Sodium Hexametaphosphate

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, Barbie Smith, on behalf of Carus LLC,
Print Name Company Name

certifies that Carus LLC does not:
Company Name

1. Participate in a boycott of Israel.

Barbie Smith

Signature Barbie Smith

Inside Sales Manager

Title

July 5, 2022

Date

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Carus LLC
BUSINESS NAME


PROVIDER'S SIGNATURE
Barbie Smith

VITRAFOS® SODIUM HEXAMETAPHOSPHATE (TECH) REGULAR CHAIN

Product description:	Used as a deflocculant and sequestrant for water treatment, mining, oil well drilling muds and textiles. Also used as a binding agent in refractory materials.
Composition:	Sodium Hexametaphosphate (CAS # 68915-31-1)
Alternative names:	Sodium Polyphosphate Polyphosphoric Acid, Sodium Salt SHMP
Applications:	<ul style="list-style-type: none"> • Water treatment: corrosion control, scale control, softening, red and black water control and as a sequestrant for alkali metals • Oil field: deflocculating agent in oil well drilling muds • Textiles: sequestrant of alkali metals • Leather making: water treating and preparation of hides • Refractory: binding agent

TYPICAL PROPERTIES:

Molecular formula:	(NaPO ₃) _n ·Na ₂ O (n = average chain length)		
Appearance:	Glassy, amorphous product available in glass plates, granular (crushed) and powdered forms		
Total phosphorus (as P₂O₅):*	65% min		
Average chain length:*	9 to 18		
Bulk density (25°C):	Powder	Crushed	Glass
	75 lb/ft ³	75 lb/ft ³	85 lb/ft ³
pH (1% solution):*	6.6 to 7.4		

All information is offered in good faith, without guarantee or obligation for its accuracy or sufficiency or for the results a user obtains and is at the user's risk. User must determine the suitability of the product for its particular use. User must determine the suitability of the product for its particular use and ensure that all such uses and applications (including user's labeling of its products) comply with applicable law.

Particle size:*	Powder	Crushed	Glass
On USS 20 mesh	N/A	1% max	Plates having approx. Size of 1/2 inch x 1/8 inch
On USS 60 mesh	5% max	N/A	
Thru USS 80 mesh	N/A	20% max	
Thru USS 100 mesh	60% min	N/A	
Solubility (25°C):	Very soluble in water		

*These parameters are listed in the COA.

- Regulatory:** Technical grade
AWWA Standard B-502-01
NSF/ANSI Standard 60 for maximum use level at 11.1 mg/L
USMCA
- Storage:** Store under normal warehouse conditions
Protect from temperature extremes
- Additional information:** Retest date: 730 days from the date of manufacture
- Contact information:** Customer service: 1-800-243-5052
Email: customerservice@innophos.com

Document Number: CRAN-PDS-0290
Effective Date: March 2021

All information is offered in good faith, without guarantee or obligation for its accuracy or sufficiency or for the results a user obtains and is at the user's risk. User must determine the suitability of the product for its particular use. User must determine the suitability of the product for its particular use and ensure that all such uses and applications (including user's labeling of its products) comply with applicable law.

SECTION 1. PRODUCT IDENTIFICATION

1.1 TRADE NAME (AS LABELED):SYNONYMS:**Vitrafos® Sodium Hexametaphosphate**

Graham's Salt; Sodium Polymetaphosphate; Sodium Polyphosphates Glassy; Vitrafos; Sodium Hexametaphosphate Food Grade; Sodium Hexametaphosphate Tech Grade; Sodium Hexametaphosphate FCC; Sodium Hexametaphosphate EC; Sodium Hexametaphosphate Glass; Sodium Hexametaphosphate Granular; Sodium Hexametaphosphate Crushed; Sodium Hexametaphosphate Powder; Sodium Hexametaphosphate Regular Chain; Sodium Hexametaphosphate Medium Chain; Sodium Hexametaphosphate Long Chain

CAS#

68915-31-1

EC NUMBER:

272-808-3

1.2 PRODUCT USE:

Water Treatment. Food: Sequestrant and preservative adjunct for use in dairy, beverage, and miscellaneous foods; Sequestrant for alkali metals, corrosion control, scale control, softening, red and black water control. Petroleum: Deflocculating agent in oil well drilling muds. Textile: Sequestering agent used in processing of various goods. Refractory: Binding Agent.

1.3 MANUFACTURER'S NAME:**Innophos, Inc**ADDRESS:

259 Prospect Plains Rd. Bldg A, Cranbury, NJ 08512

BUSINESS PHONE:

1-609-495-2495

WEB SITE INFORMATION:

www.innophos.com

1.4 EMERGENCY PHONE NUMBERS:

800-424-9300 (CHEMTREC U.S. and Canada – 24 Hrs)

+1 703-527-3887 (CHEMTREC outside the USA and Canada – 24 Hrs)

615-386-7816 – Innophos Emergency Communication Team (ECT)

01-800-00214 00 (SETIQ in Mexico – 24 hrs)

DATE OF PRIOR REVISION:

April 30, 2018

DATE OF LATEST REVISION:

April 26, 2020

SECTION 2. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW: This product is a white powder with no odor.**Health Hazards:** None anticipated.**Flammability Hazards:** This product is not flammable.**Reactivity Hazards:** None.**Environmental Hazards:** This product is not expected to have adverse effects to the aquatic environment.**2.1 GHS LABELING AND CLASSIFICATION:**

This product does not meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910. 1200 and regulation EC 1272/2008 (CLP) and 1907/2006 (REACH).

Index Number:

EC# 272-808-3 is not listed in Annex VI

Substances not listed either individually or in group entries must be self-classified.

Component(s) Contributing to Classification(s)

None applicable

2.2 LABEL ELEMENTS**GHS Hazard Symbol(s)**

None

Signal Word: None

GHS Hazard Classification(s):

Not Classified

Hazard Statement(s):

None

Prevention Statement(s):

None

Response Statement(s):

None

Storage Statement(s):

None

Disposal Statement(s):

None

2.3 OTHER HAZARDS:

None Applicable

SECTION 3. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients:	WT %	CAS#	EINECS #	Hazard Classification
Polyphosphoric acids, sodium salts	100%	68915-31-1	282-808-3	None

4. FIRST-AID MEASURES**4.1 DESCRIPTION OF FIRST AID MEASURES:**

EYE CONTACT: If product enters the eyes, open eyes while under gentle running water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing for at least 15 minutes. Seek medical attention.

SKIN CONTACT: Wash skin thoroughly after handling. Seek medical attention if irritation develops and persists. Remove contaminated clothing. Launder before re-use.

INHALATION: If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention.

INGESTION: If large quantities of this product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or SDS with the victim to the health professional.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing skin, respiratory system or eye problems may be aggravated by prolonged contact.

4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:

Exposure to skin and eyes may cause mechanical irritation.

4.3 RECOMMENDATIONS TO PHYSICIANS:

Treat symptoms and eliminate overexposure.

SECTION 5. FIRE-FIGHTING MEASURES**5.1 FIRE EXTINGUISHING MATERIALS:**

Use fire extinguishing methods below:

<u>Water Spray:</u> Yes	<u>Carbon Dioxide:</u> Yes
<u>Foam:</u> Yes	<u>Dry Chemical:</u> Yes
<u>Halon:</u> Yes	<u>Other:</u> Any "C" Class

5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:

Under normal use, no special measures are required.

Explosion Sensitivity to Mechanical Impact: No

Explosion Sensitivity to Static Discharge: No

5.3 SPECIAL FIRE-FIGHTING PROCEDURES:

Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.

SECTION 6. ACCIDENTAL RELEASE MEASURES**6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:**

To prevent skin and eye contact under the foreseeable conditions of use, wear appropriate protective clothing and safety eyewear. When handling, do not eat, drink, or smoke. Wash thoroughly after handling. Handle in a well-ventilated work area.

6.2 ENVIRONMENTAL PRECAUTIONS:

If possible, prevent entry to sewers, storm drains, surface waters, and soils.

6.3 SPILL AND LEAK RESPONSE:

Spilled product should be removed immediately to avoid formation of dust. Remove by mechanical means (i.e. vacuuming). Dilute remainder with plenty of water (avoid formation of aerosols). Ensure sufficient ventilation. Wash contaminated clothing.

SECTION 7. HANDLING and STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

To prevent skin and eye contact under the foreseeable conditions of use, wear appropriate protective clothing and safety eyewear. When handling, do not eat, drink, or smoke. Wash thoroughly after handling. Handle in a well-ventilated work area.

7.2 STORAGE AND HANDLING PRACTICES:

Keep away from incompatible materials. Keep in a dry, well-ventilated area in closed containers. Protect containers from physical damage.

7.3 SPECIFIC USES:

See Section 1.2.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

8.1 EXPOSURE PARAMETERS:

Chemical Name	CAS#	ACGIH TLV	OSHA TWA	EH40 TWA
Polyphosphoric acids, sodium salts	68915-31-1	Not Listed	Not Listed	Not Listed

PARTICULATES NOT OTHERWISE REGULATED RESPIRABLE FRACTION

	<u>TWA</u>		<u>TWA</u>
OSHA	5 mg/m ³	NOM 010 STPS 2015	3 mg/m ³

PARTICULATES NOT OTHERWISE REGULATED TOTAL DUST

	<u>TWA</u>		<u>TWA</u>
OSHA	15 mg/m ³	NOM 010 STPS 2015	10 mg/m ³

8.2 EXPOSURE CONTROLS:

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided above.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

RESPIRATORY PROTECTION: Not required for properly ventilated areas. Maintain airborne contaminant concentrations below guidelines listed above, if applicable. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

EYE PROTECTION: Safety glasses or goggles are recommended. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian Standards, and the European Standard EN166, Australian Standards, or relevant Japanese Standards.

HAND PROTECTION: Gloves are recommended to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138, the European Standard DIN EN 374, the appropriate Standards of Canada, Australian Standards, or relevant Japanese Standards.

BODY PROTECTION: Use body protect appropriate to task being performed. If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards. If a hazard of injury to the feet exists due to falling objects, rolling objects, where objects may pierce the soles of the feet or where employee's feet may be exposed to electrical hazards, use foot protection, as described in U.S. OSHA 29 CFR 1910.136.

SECTION 9. PHYSICAL and CHEMICAL PROPERTIES

9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE (Physical State) and COLOR: This product is a white powder

ODOR: Odorless

ODOR THRESHOLD: Not Available

pH: 7

MELTING/FREEZING POINT: 628°C(1162.4°F)

BOILING POINT: Not Available

FLASH POINT: Not available
EVAPORATION RATE (n-BuAc=1): Not Available
FLAMMABILITY (SOLID, GAS): Not Applicable
UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS: Not Available
VAPOR PRESSURE (mm Hg @ 20°C (68°F): Not Available
VAPOR DENSITY: Not Available
RELATIVE DENSITY: Not Available
SPECIFIC GRAVITY: Not Available
SOLUBILITY IN WATER: Soluble
WEIGHT PER GALLON: Not Available
PARTITION COEFFICIENT (n-octanol/water): Not Available
AUTO-IGNITION TEMPERATURE: Not Available
DECOMPOSITION TEMPERATURE: Not Available
VISCOSITY: Not Available
OXIDIZING PROPERTIES: Not an Oxidizer
EXPLOSIVE PROPERTIES: Not Available

9.2 OTHER INFORMATION:

No additional information available at this time.

SECTION 10. STABILITY and REACTIVITY

10.1 REACTIVITY:

No data available.

10.2 STABILITY:

Stable under conditions of normal storage and use.

10.3 POSSIBILITY OF HAZARDOUS REACTIONS:

Will not occur.

10.4 CONDITIONS TO AVOID:

Dusting conditions, extreme humidity.

10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:

None known

10.6 HAZARDOUS DECOMPOSITION PRODUCTS:

Oxides of sodium and phosphorus.

SECTION 11. TOXICOLOGICAL INFORMATION

11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:**TOXICITY DATA:**

CAS 68915-31-1: Oral-Rat LD50: 3053 mg/kg

Acute toxicity	Based on available data, the classification criteria are not met
Skin corrosion / irritation	Based on available data, the classification criteria are not met
Serious eye damage / irritation	Based on available data, the classification criteria are not met
Respiratory or skin sensitization	Based on available data, the classification criteria are not met
Germ cell mutagenicity	Based on available data, the classification criteria are not met
Carcinogenicity	Based on available data, the classification criteria are not met
Reproductive toxicity	Based on available data, the classification criteria are not met
STOT-single exposure	Based on available data, the classification criteria are not met
STOT-repeated exposure	Based on available data, the classification criteria are not met
Aspiration hazard	Based on available data, the classification criteria are not met

ROUTE OF EXPOSURE: The most significant routes of overexposure for this product are by contact with the skin or eyes. The symptoms of overexposure are described in the following paragraphs.

ACUTE:

INHALATION: None anticipated.

CONTACT WITH SKIN: Exposure to skin may cause mechanical irritation.

EYE CONTACT: Contact with the eyes may cause mechanical irritation.

INGESTION: Ingestion of large quantities may cause abdominal cramps, nausea, vomiting, diarrhea

CHRONIC: No data available.

TARGET ORGANS: Acute: Skin, Eyes **Chronic:** No data available.

SUSPECTED CANCER AGENT: Ingredients within this product are not found on the following lists: FEDERAL OSHA Z LIST, NTP, IARC, or CAL/OSHA and therefore are not considered to be, nor suspected to be, cancer-causing agents by these agencies.

IRRITANCY OF PRODUCT: This product may be irritating to skin and eyes.

SENSITIZATION TO THE PRODUCT: No information available for this product.

REPRODUCTIVE TOXICITY INFORMATION: No specific information is available concerning the effects of this product and its components on the human reproductive system.

SECTION 12. ECOLOGICAL INFORMATION

12.1 TOXICITY:

No specific data available on this product.

12.2 PERSISTENCE AND DEGRADABILITY:

No specific data available on this product.

12.3 BIOACCUMULATIVE POTENTIAL:

No specific data available on this product.

12.4 MOBILITY IN SOIL:

No specific data available on this product.

12.5 RESULTS OF PBT AND vPvB ASSESSMENT:

No specific data available on this product.

12.6 OTHER ADVERSE EFFECTS:

No specific data available on this product.

12.7 WATER ENDANGERMENT CLASS:

No data available. At present there are no ecotoxicological assessments for this product.

SECTION 13. DISPOSAL CONSIDERATIONS

13.1 WASTE TREATMENT METHODS:

Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

13.2 EU WASTE CODE:

Not determined.

SECTION 14. TRANSPORTATION INFORMATION

US DOT, IATA, IMO, ADR:

14.1 U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS: This product is classified (per 49 CFR 172.101) by the U.S. Department of Transportation, as follows.

UN IDENTIFICATION NUMBER:	None
PROPER SHIPPING NAME:	Non-Regulated Material
HAZARD CLASS NUMBER and DESCRIPTION:	None
UN IDENTIFICATION NUMBER:	None
PACKING GROUP:	None
DOT LABEL(S) REQUIRED:	None
NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER:	None
RQ QUANTITY:	None

MARINE POLLUTANT: The components of this product are not designated by the Department of Transportation to be Marine Pollutants (49 CFR 172.101, Appendix B).

INTERNATIONAL AIR TRANSPORT ASSOCIATION SHIPPING INFORMATION (IATA): This product is not considered as dangerous goods.

INTERNATIONAL MARITIME ORGANIZATION SHIPPING INFORMATION (IMO): This product is not considered as dangerous goods.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is not considered by the United Nations Economic Commission for Europe to be dangerous goods.

SECTION 15. REGULATORY INFORMATION

15.1 SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS SPECIFIC FOR THE SUBSTANCE OR MIXTURE:

UNITED STATES REGULATIONS:

U.S. SARA REPORTING REQUIREMENTS: The components of this product are subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act as follows: None

U.S. SARA 311/312: None

U.S. SARA THRESHOLD PLANNING QUANTITY: There are no specific Threshold Planning Quantities for the components of this product.

U.S. CERCLA REPORTABLE QUANTITY (RQ): None

U.S. TSCA INVENTORY STATUS: The components of this product are listed on the TSCA Inventory or are exempted from listing.

OTHER U.S. FEDERAL REGULATIONS: None known

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): No ingredients in this product are on the Proposition 65 lists.

15.2 CANADIAN REGULATIONS:

CANADIAN DSL/NDSL INVENTORY STATUS: Components are DSL Listed, NDSL Listed and/or are exempt from listing.

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all of the information required by those regulations.

CANADIAN WHMIS CLASSIFICATION and SYMBOLS: This product is classified per WHMIS 2015 Controlled Product Regulations.

15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

This product does not meet the definition of a hazardous substance or preparation as defined by the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.

See Section 2 for Details

CHEMICAL SAFETY ASSESSMENT :

No Chemical Safety Assessment has been carried out for this substance/mixture by the supplier.

15.4 AUSTRALIAN INFORMATION FOR PRODUCT: Components of this product are listed on the International Chemical Inventory list.

15.5 JAPANESE INFORMATION FOR PRODUCT:

JAPAN INDUSTRIAL SAFETY AND HEALTH LAW: This product has been classified per the Japan Industrial Safety and Health Law. See Section 2 for the GHS Classification.

15.6 INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac: Listed

Australian Inventory of Chemical Substances (AICS): Listed

Korean Existing Chemicals List (ECL): Listed

Japanese Existing National Inventory of Chemical Substances (ENCS): Listed

Philippines Inventory of Chemicals and Chemical Substances (PICCS): Listed

Swiss Giftlist List of Toxic Substances: Not Listed

U.S. TSCA: Listed

Mexican Inventory of chemical substances (NOM 010 STPS 2015): Listed

SECTION 16. OTHER INFORMATION

HMIS Rating (Scale 0-4)

Health hazard: 1

Flammability: 0

Physical Hazard: 0

NFPA Rating (Scale 0-4)

Health hazard: 1

Flammability: 0

Physical Hazard: 0

Abbreviations and acronyms

ACGIH	<i>American Conference of Governmental Industrial Hygienists</i>
CFR	<i>Code of Federal Regulations</i>
DOT	<i>Federal Department of Transportation</i>
GHS	<i>The Globally Harmonized System of Classification and Labelling of Chemicals</i>
HMIS	<i>Hazardous Material Identification System</i>
HCS	<i>Hazard Communication Standard</i>
IARC	<i>International Agency for Research on Cancer</i>
IATA	<i>The International Air Transport Association</i>

ICAO	<i>The International Civil Aviation Organization</i>
IMDG	<i>International Maritime Dangerous Goods</i>
IMO	<i>International Maritime Organization</i>
LD50/LC50	<i>Lethal Concentration/Dose, 50 percent</i>
NFPA	<i>National Fire Protection Association</i>
NIOSH	<i>National Institute for Occupational Safety and Health</i>
NTP	<i>National Toxicology Program</i>
OSHA	<i>Occupational Safety and Health</i>
PEL	<i>Permissible Exposure Limit</i>
SARA	<i>Superfund Amendments and Reauthorization Act</i>
TLV	<i>ACGIH Threshold Limit Value</i>
TWA	<i>Time-Weighted Average</i>

PREPARED BY: Chris Eigbrett

MSDS to GHS Compliance
www.MSDStoGHS.com

The information contained herein is believed to be accurate but is not warranted to be so. Data and calculations are based on information furnished by the manufacturer of the product and manufacturers of the components of the product. Users are advised to confirm in advance of the need that information is current, applicable and suited to the circumstances of use. Innophos assumes no responsibility for injury to vendee or third party person proximately caused by the material if reasonable safety procedures are not adhered to as stipulated in the data sheet. Furthermore, Innophos assumes no responsibility for injury caused by abnormal use of this material even if reasonable safety procedures are followed.

END OF SDS SHEET



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, July 01, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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?CompanyName=innophos&TradeName=vitrafos&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Innophos, Inc.
259 Prospect Plains Road
Building A
Cranbury, NJ 08512
United States
609-366-1238

Facility : Chicago, IL

Sodium Polyphosphates, Glassy

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Vitrafos® Food Chemicals Codex Grade	Corrosion & Scale Control Sequestering	11.1mg/L
Vitrafos® Technical Grade	Corrosion & Scale Control Sequestering	11.1mg/L

Facility : East Hanover, NJ

Sodium Polyphosphates, Glassy

Trade Designation

VITRAFOS® SODIUM

HEXAMETAPHOSPHATE (TECH) R

Product Function

Sequestering

Max Use

11.1mg/L

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds

State of Florida

Department of State

I certify from the records of this office that CARUS LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 26, 2019.

The document number of this limited liability company is M19000007237.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on February 7, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of April,
2020*



Ronald R. DeSantis
Secretary of State

Tracking Number: 4355538379CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Certificate of Registration

This certifies that the Quality Management System of

Carus LLC

1500 8th Street
Lasalle, Illinois, 61301-3500, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:

Commercial Development and Manufacturing of manganese-based catalysts, permanganate oxidation chemicals and blended phosphate chemicals.



Certificate Number:	7Y682-IS4
Certificate Issue Date:	12-MAY-2021
Registration Date:	15-JUN-2021
Expiration Date*:	14-JUN-2024

Jennifer Morecraft,
Senior Managing Director

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and /or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

OFFICERS

Carus LLC

OFFICERS

Inga Carus – Chairman, Assistant Secretary

Andy Johnston – President, CEO

Chryss Crockett – SR Vice President, Chief Financial Officer, Treasurer

Amy Berggren – Assistant Secretary



I, Amy Berggren, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Condy Holdings LLC, a Delaware LLC, and as such have custody of the corporate records and seal.

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Managers of Condy Holdings LLC effective 30 September 2021 and are still in full force and effect as of the date below pertaining to persons authorized to act for Condy Holdings LLC and its member companies, including Carus LLC.

WHEREAS, the Board desires to grant to certain Company officers and managers specific spending authority necessary to the day-to-day performance of their respective functions; and

IT IS RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer and manager spending authorizations included in the "CONDY HOLDINGS LLC AUTHORIZATION LEVELS – 30 September 2021," attached hereto as Exhibit 1.

In witness whereof I have hereunto set my hand as Assistant Secretary of Condy Holdings LLC on this 5th day of July 2022.

Amy Berggren
Asst. Secretary



EXHIBIT 1

CONDY HOLDINGS LLC
AUTHORIZATION LEVELS – 30 September 2021 ***

<u>TITLE</u>	<u>REVENUE CONTRACTS**</u>
Chairman	\$5,000,000
Chief Executive Officer & President *	\$5,000,000
Senior Vice President	\$3,000,000
Vice President, CFO *	\$3,000,000
Vice President, Operations	-
Vice Pres., Sec. & General Counsel	-
VP, Human Resources	-
VP, Commercial	\$1,500,000
VP, Mergers & Acquisitions & Product Management	-
VP, Finance	-
Director, Global Strategic Sourcing	-
Supply Chain Director	-
M.B. Carus Fellow, Technology Project Manager	-
LaSalle Plant Manager	-
Bus. Director, Manganese Specialties	-
IT Director	-
Director of Sales	\$1,000,000
Product Management Director	\$500,000
Product Marketing Manager	\$500,000
Director of EHSS	-
Inside Sales Manager	\$200,000

NOTES:

***ANY COMMITMENT FOR THE PURCHASE OR LEASE OF GOODS OR SERVICES IN EXCESS OF A 12-MONTH PERIOD MUST BE APPROVED BY THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

****ANY CONTRACT OR BID THAT IS EFFECTIVE FOR LONGER THAN ONE YEAR, REGARDLESS OF REVENUE VOLUME, REQUIRES THE SIGNATURE OF THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.**

ANY CONTRACT OR BID THAT IS EFFECTIVE FOR MORE THAN ONE YEAR IS SUBJECT TO AN ANNUAL PRICE REVIEW, REGARDLESS OF ESCALATION CLAUSES.

*****THE APPROVALS AUTHORIZED HEREIN SHALL APPLY WITH EQUAL EFFECT TO ALL AFFILIATE COMPANIES OF CONDY HOLDINGS LLC (i.e., **CARUS LLC**, ALLIANCE TRANSPORT LLC, CARUS EFTB, CARUS CHEMICAL COMPANY, CARUS EUROPE SOCIEDAD LIMITADA, CARUS BVI, LTD.).**

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Carus LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Carus LLC (Employer) hereby designates and appoints eVerify Team WFN (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:1215852

Client Company ID Number:1496893

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Carus LLC	
Name (Please Type or Print) Sarah Stroner	Title
Signature Electronically Signed	Date January 30, 2020
E-Verify Employer Agent ADP, LLC.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date January 30, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date January 30, 2020

Company ID Number:1215852

Client Company ID Number:1496893

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Carus LLC
Company Facility Address	315 5th Street Peru, IL 61354
Company Alternate Address	315 5th Street Peru, IL 61354
County or Parish	La Salle
Employer Identification Number	36-0877400
North American Industry Classification Systems Code	Chemical Manufacturing (325)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

Company ID Number:1215852

Client Company ID Number:1496893

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Illinois	2
----------	---


Company ID Number:1215852

Client Company ID Number:1496893

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Sarah Stroner
Phone Number	(815) 224-6845
Fax Number	
Email Address	sarah.stroner@caruscorporation.com

Name	Kristen Farneti
Phone Number	(815) 224-6638
Fax Number	
Email Address	kristen.farneti@caruscorporation.com

	TITLE:	Quality Manual		
CONTROL NUMBER	REVISION NUMBER	EFFECTIVE DATE	PROCESS OWNER	Page
QM-00002	13	December 2021	Quality Control Manager	1 of 20

Quality Manual

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INTRODUCTION

Established in 1915, Carus LLC is a medium sized chemical manufacturing company dedicated to delivering high quality environmental application products tailored to meet our diverse customer's expectations and needs. With operations located in LaSalle, Illinois and Belmont, North Carolina and a Sales/Distribution Office in Oviedo, Spain; we are a world leader in permanganate, manganese, oxidation, catalyst, and blended phosphate technologies to be used in air, industrial, remediation and water applications.



Corporate Headquarters

315 Fifth Street
Peru, Illinois



Operations

1500 Eighth Street
LaSalle, Illinois



Operations

181 Woodlawn Avenue
Belmont, North Carolina



Sales and Distribution Office

Calle Rosal 4, I-B
Oviedo, Spain

This manual is to ensure product and service quality are held to the highest standards, demanded by Carus LLC, and the expectations of its customers identified within the Quality Management System. It will provide a reference to an electronic document control system that is the repository for policies, procedures and instructions used to ensure our products, processes and services are carried out in an environmentally responsible, protective, and safe manner.

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REFERENCES AND DEFINITIONS

NOTE: Any changes made to this manual require approval in CIMS (QM-00002) and publishing in SharePoint (LAB-008)

Term	Definition
• ISO	International Organization for Standards
• RCMS	Responsible Care Management System
• QMS	Quality Management System
• CIMS	Carus Integrated Management System
• Device Management	A calibration and maintenance system for instruments and secondary standards
• S2K	Synergy 2000. A statistical process control software for inbound raw materials and in-process materials.
• Control Plan	In process sampling instruction for incoming inspection, manufacturing and environmental testing.

System	Location
• CIMS	Carus Intranet
• RCMS/SharePoint	Carus Intranet
• Device Management	CIMS - Carus Intranet
• Document Control	CIMS - Carus Intranet (Quality Only) SharePoint - Carus Intranet
• Minitab	Network drive application
• Synergy 2000	Network drive application

Reference Document	Location
• Specifications Raw material, Finished Product and Packaging	CIMS - Carus Intranet
• Sample Request Form	CIMS - Carus Intranet
• Document Control Procedure	RCMS/SharePoint - Carus Intranet
• Control of Records	RCMS/SharePoint - Carus Intranet
• Corporate Records List	RCMS/SharePoint - Carus Intranet
• Purchasing Policy	Carus Intranet - Teams/Finance
• Approved/Qualified Supplier List (ASL/QSL)	Carus Network - LaSalle (Groups/QA-QC)
• Raw Material Specification CpK Review	CIMS - Carus Intranet
• Finished Product Review for CpK	CIMS - Carus Intranet

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- | | |
|---|-----------------------|
| • Raw Material Qualification Process | CIMS - Carus Intranet |
| • Incoming Inspection | CIMS - Carus Intranet |
| • Product Release | CIMS - Carus Intranet |
| • Non-Conforming Materials | CIMS - Carus Intranet |
| • Device Management | CIMS - Carus Intranet |

SCOPE

The Scope of the Registration: Carus LLC, is a chemical manufacturing company located in LaSalle, IL developing and managing permanganate, manganese oxidation catalysts and blended phosphate technologies globally.

CONTEXT OF THE ORGANIZATION

Carus LLC is committed to be a good environmental steward with our neighbors and community. As we expand our core technologies, by developing new products, we are also committed to continuously provide a sustainable environment for the future.

For Carus LLC to be good environmental stewards, we must understand and recognize all our interested parties (internal and external) and how their needs and expectations affect our organization.

Interested Party	Needs/Expectations	Metrics
Auditors	Compliance	Site audits to measure compliance
Board of Directors	Sustainable growth and profitability Retention EHSS	Financial Metrics HR Metrics EHSS Metrics, etc.
Contractors	Safe working environment	Contractor approval process
Customers	Quality of products and services	Finished Product Specifications Brand Management Customer Requirements Regulatory Requirements
Distributors/Tollers	Contracts and Agreements	PO requirements
Employees	Quality of work life	Pride in organization retention
Emergency Responders	Safe management of chemicals Correct labeling of chemicals SDS	Fire ordinance Tier II reports Emergency action plant (EAP)
Federal Government/ Environmental Regulators	Compliance with regulations	EPA, OSHA, FDA, PHMSA, etc.
Local and State Environmental Regulators	Compliance with regulations	Permits
Financial Institutions	Plans and fiscal responsibility	Compliance requirements
Insurance Companies	Safety/Environmental/Other claims Records for site	Claims analysis
Investors (Stakeholders)	Sustainable growth and profitability	Financial metrics
Labor Union Employees	Sustainable partnership	Union contract
Neighbors/Community	Keep air clean	Noise ordinance

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	Respond to emergencies	Dust control Emergency action plan (EAP)
Suppliers	PO requirements	ASL/QSL Specifications
Transportation Services	Compliance with regulations	DOT, PHMS, IATA, IMDG
Utility Companies	Minimize Usage	Operational controls

Currently, our ISO Certification encompasses the research and development and operations of chemicals within the LaSalle, Illinois location. Operations at the Belmont, North Carolina location are not part of the ISO certification, but uphold the same standards and practices upheld by the Quality Management system. Sales and Distributions at our Oviedo, Spain location maintains an ISO certification separate from our Illinois operations, but this site is supported by the corporation. Customer Support, Human Resources, Procurement and Administration provide support to the processes as defined in the Quality Management System.

Carus LLC has identified, defined and implemented seven key processes at the LaSalle Operating Site which support the QMS ISO 9001:2015 approach. These processes are highlighted in the diagram below. By identifying these key processes, we can then more closely identify and define their interactions for more adequate measuring and maintaining the system effectiveness. Each color represents a process interaction source. These processes are further examined later in this manual under Operations.

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QUALITY POLICY AND GUIDING PRINCIPLES

Carus LLC has instilled the core values of Trust, Collaboration, Results, and Resourcefulness to all employees to better serve our customers and continuously improve all aspect of the process and systems. Quality is not just a goal; it is the strategy for our survival and future growth. Quality is pride in workmanship. Therefore, our Quality Policy is to:

- Conform to agreed standards
- Meet Customer Requirements
- Commit to continuously improve.

Carus LLC is dedicated to assuring the involvement, commitment, and leadership of every member of the organization, including senior management, to meet or exceed relevant environmental legislation

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and meet customer needs. This is accomplished in a manner that is fostered in continual improvement and prevention of pollution.

ORGANIZATIONAL LEADERSHIP

The Carus LLC Management Team is comprised of Executive Leadership Team, defined in the organizational chart. This team establishes organizational goals, expectations, and corporate policies. Periodically, this team reviews the goals and participates in continuous improvement updates based on changes to the business directions. This review process continues to establish policy and objective revisions which are then communicated to the rest of the organization including stakeholders. Once these strategic quality goals and objectives are defined, continuous improvement projects, processes and responsibilities are set and assigned to achieve success. Inputs to the Management Review include previous management review actions, changes to the QMS internal and external, and information about the QMS that addresses trends, process improvements, continuous improvement, and customer satisfaction. Data trends are used to create new process metrics and quality goals for the next year. The Management Review meeting notes and QMS presentation are available to the organization, available on the Quality Intranet page. Each year, the Quality Manager reviews and updates the Quality goals and process metrics. The metrics are established by reviewing the previous year's metrics and trends to show improvements where necessary. The metrics are aligned with corporate goals and then approved by the Unit and Plant Managers. The metrics are updated on the turtle diagrams, housed in the Quality Manual, and reported against each month as part of the Unit Manager's monthly reports.

Carus LLC roles, responsibilities, authorities, and interrelationships are made available on the Carus Intranet and within documents controlled in SharePoint or other document control systems. These documents include Organizational Charts, Corporate Policies, Quality Plans and Job Descriptions.

The Quality Manager and ISO Representative will act as the management representative responsible for the health and stability of the Quality Management System.

All employees have the responsibility and authority to:

- Exhibit individual leadership to meet the business objectives, goals and targets set forth by Carus LLC.
- Identify and record any problems that pose a health, safety, or security condition.
- Acknowledge that all incidents are preventable.
- Accept Responsibility and Accountability for the Quality of goods and services.

RISK MANAGEMENT AND MITIGATION

The PDCA (Plan-Do-Check-Act) process is used to define all process and product risks. It is completed at all sites periodically, as well as, anytime an investigation of a situation/incident identifies an unrealized risk. In that case, it is address immediately as part of the root cause resolution.

The risks are defined as, but not limited to, potential loss either financial (short term or long term) or nonfinancial. Once the risk is identified, the plan is created to mitigate or lessen the risk, tasks are assigned, and the process is implemented to focus on continual improvement to lessen exposure of the organization to any further risks.

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ORGANIZATIONAL SUPPORT

Carus LLC utilizes a web-based safety management system to provide training with regards to, health, safety, security, and environmental risks, as well as operating procedures in the manufacturing plants. The system also communicates changes to corporate policies, objectives, and goals.

The Quality Department has an extensive On-Board Training program that is managed by the Laboratory Supervisor and upon completion reviewed by the Quality Manager. Quality documents, procedures, work instructions, specifications and job descriptions are controlled electronically. Individual Employee plans are created to monitor and track development training that is both onsite and external. Completed training records are controlled within this system as well.

Controlled documents, such as manufacturing SOP (Standard Operating Procedures), Work Instructions, Forms, Test Methods, and Specifications are housed in SharePoint or a similar electronic platform. All controlled documents have a standard format with an appropriate approval process. The documents are version controlled and are subjected to an audit review on a scheduled basis. The most current approved documents will be available. When a revision occurs, training will need to be completed and the superseded document will be promptly removed and archived. The new modified document will then become approved and available to the general population. Uncontrolled documents are considered those to be printed copies of a controlled document, process drawings, research library documents, customer information etc. Reference Document Control Procedure for details concerning the document control system. This document should be used for determining the workflow used for both Controlled and Uncontrolled documents.

Records obtained from our identified processes are stored for ease of access at any time. These records can exist as: electronic files, disc-based replication, paper, ledger, logbooks, photographs, etc. Documents/Records of external origin, i.e. Reference Standards, ISO Standards, Environmental Permits, Product Monographs, Test Methods, Safety Data Sheets, etc.; are listed in a table with their location and may be electronic or hard copy. The retention period is determined by the type and use of the record. Reference documents Control of Records for details concerning the control of records process and Corporate Records List for the list of controlled records and their locations by operating site.

OPERATIONS

A manufacturing process is a series of steps that incorporates incoming raw materials, management of equipment and resources to create the product per a specified formulations and specifications set forth by a customer need or opportunity. This process employs the Plan-Do-Check-Act cycle (PDCA) to ensure the conformance of the material to the desired application.

The management of a product's life cycle, "from cradle to grave", is incorporated into all aspects of a product. This includes design, manufacturing, distribution, customer use, recycling and/or disposal. The Product Stewardship process extends beyond regulatory compliance to embrace a philosophy of continuous improvement incorporating supply chain and order fulfillment cycles.

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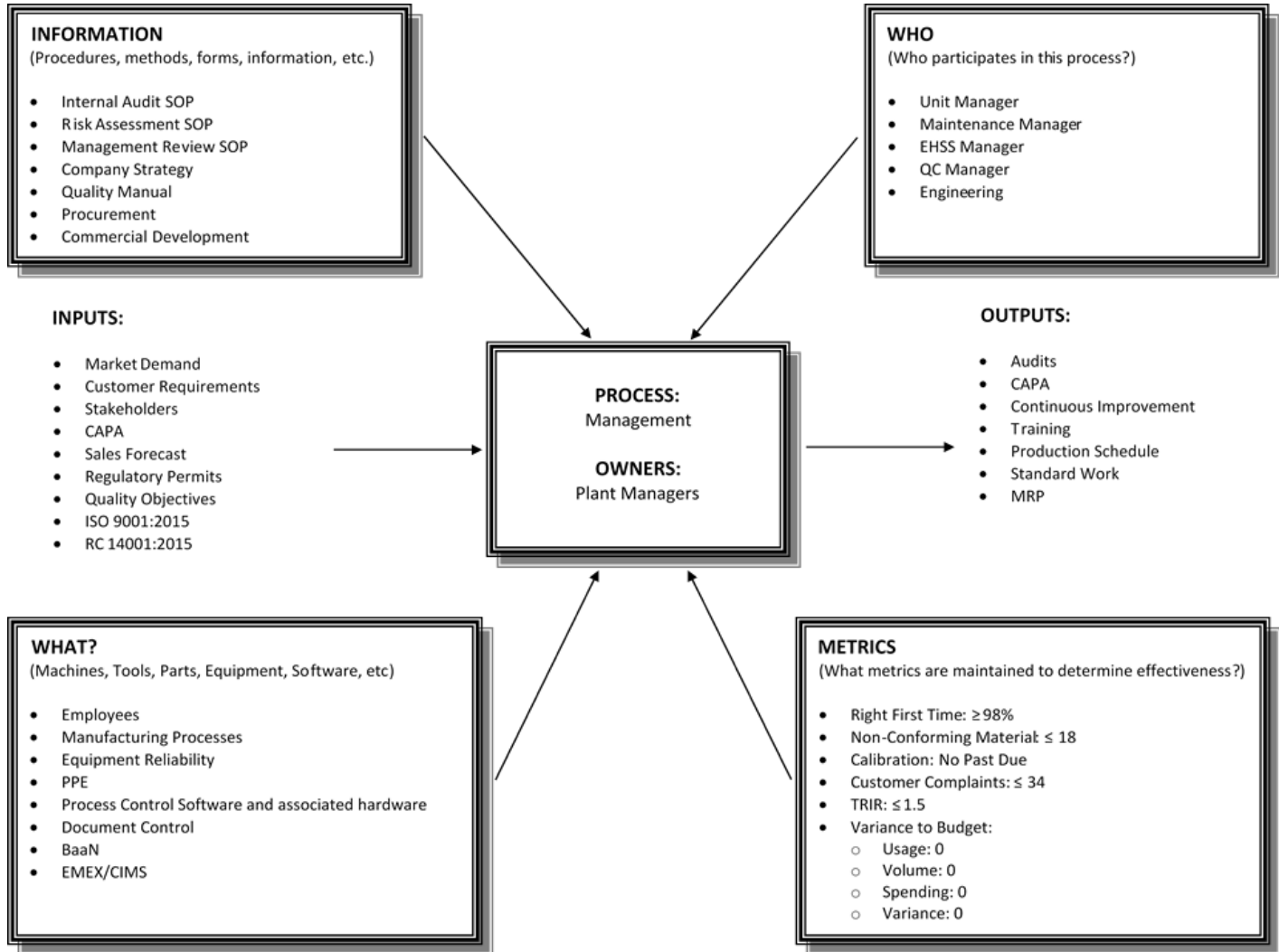
Carus LLC strives to build working relationships with suppliers, customers and distributors to ensure all parties have a commitment to health, safety and environmental responsibility for the entire life of our products.

Documentation that supports this commitment includes:

- Safety Data Sheets & Labels
- Safety & Technical Bulletins
- Instructional Workshops and/or Safety Seminars
- Training
- Site Visits
- CHEMTREC
- Customer Feedback

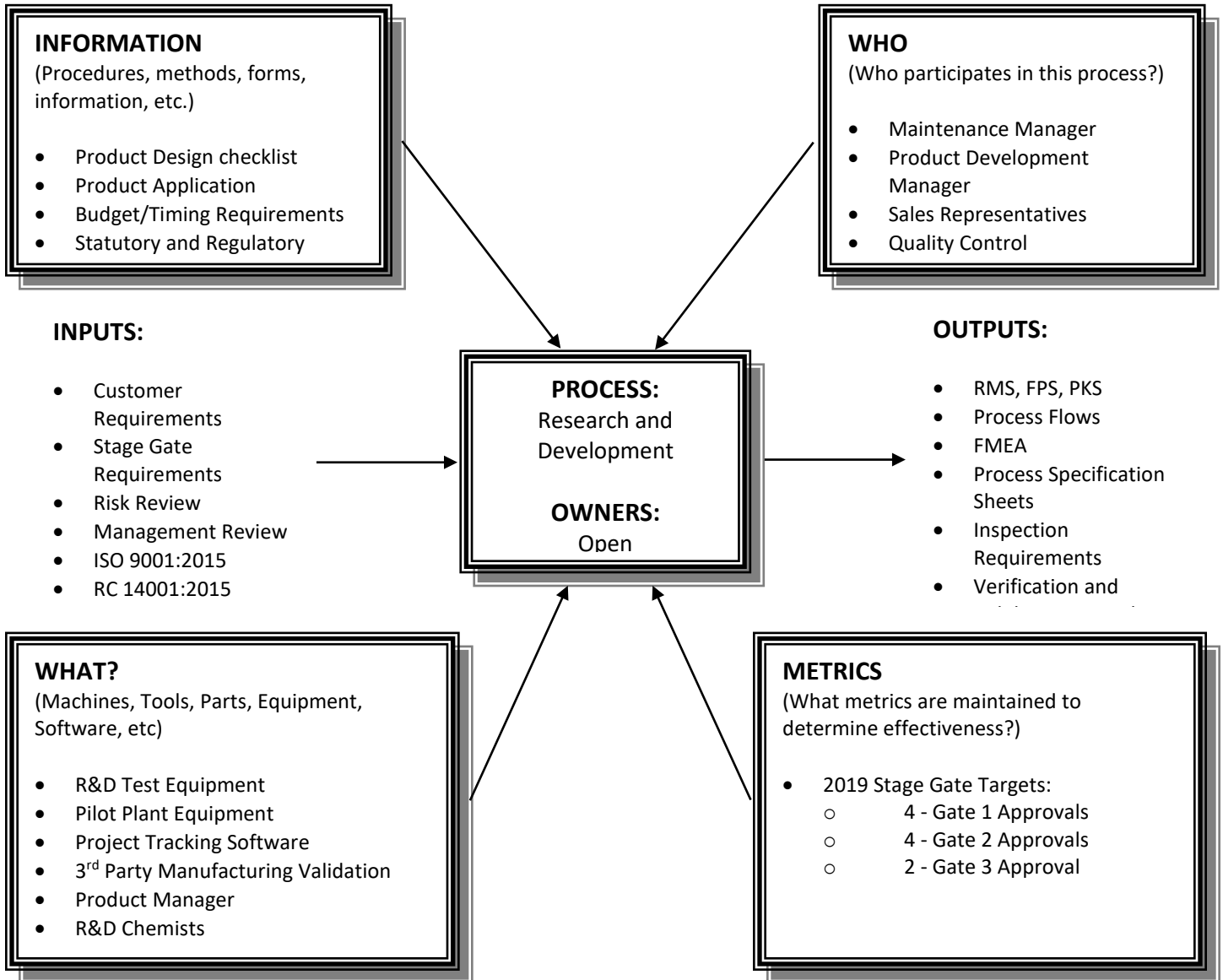
Earlier in this document, Carus LLC identified the seven key processes to sustaining the QMS. Below, each process will be identified and defined by its individual inputs and outputs.

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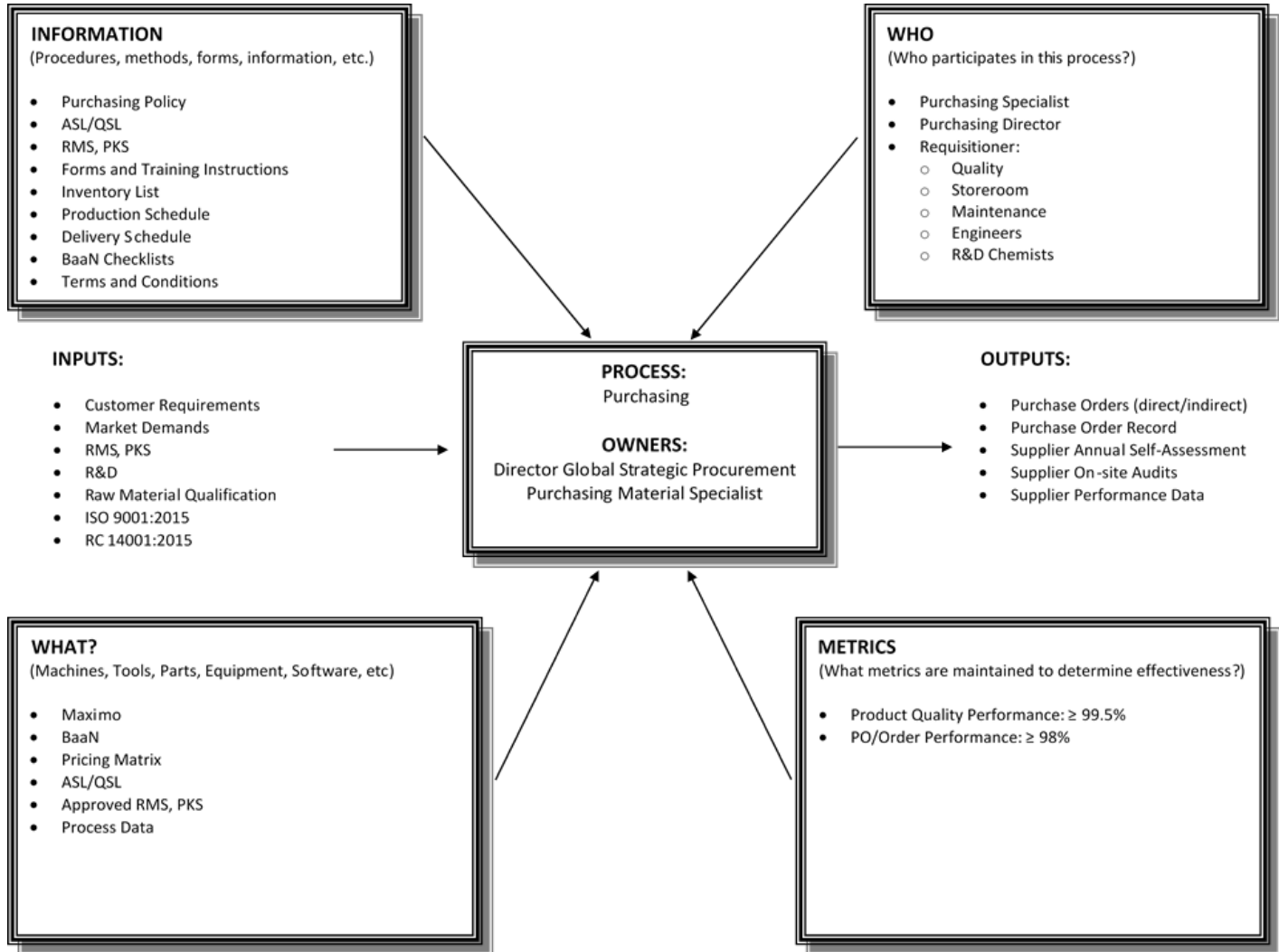


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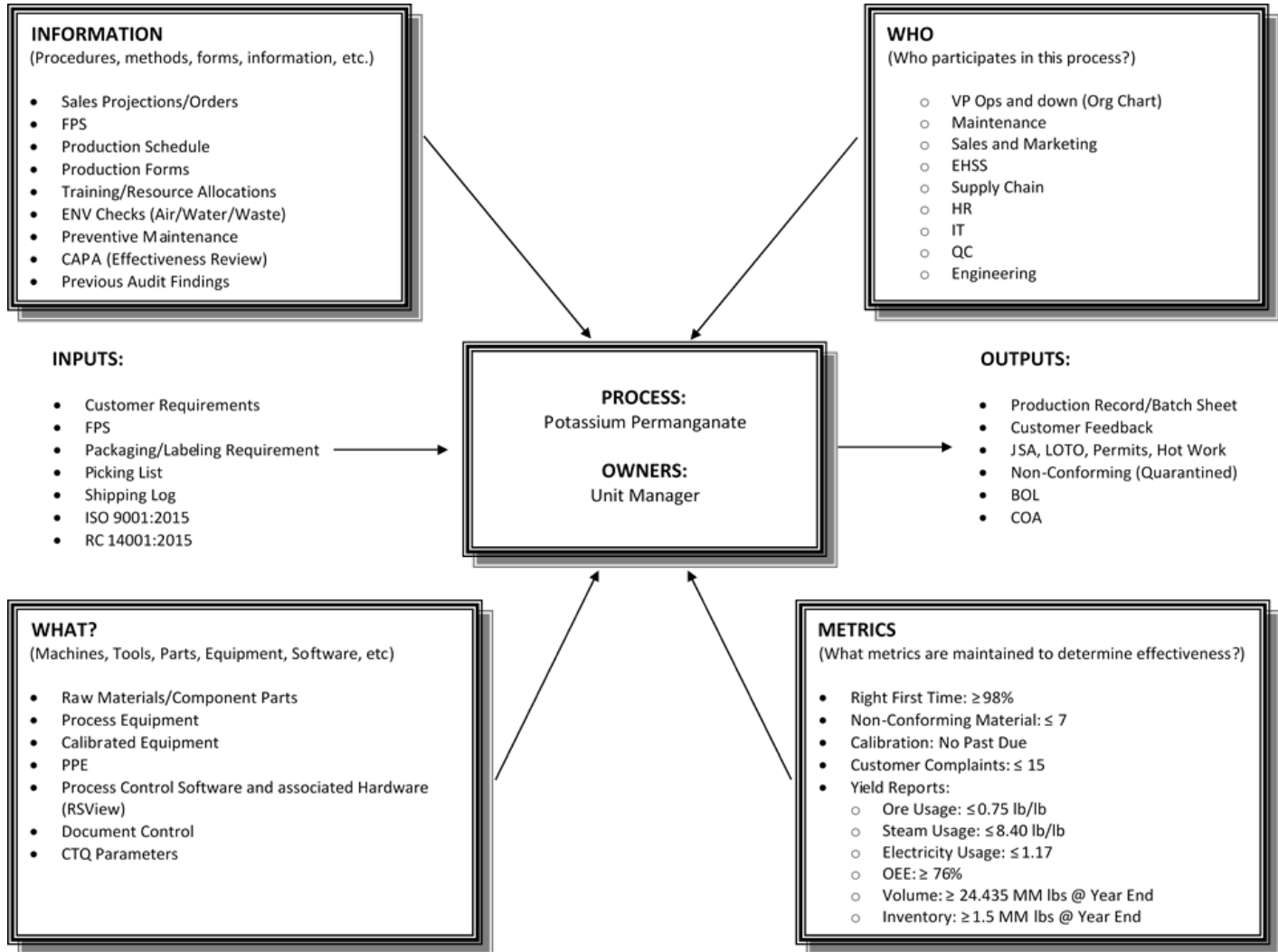
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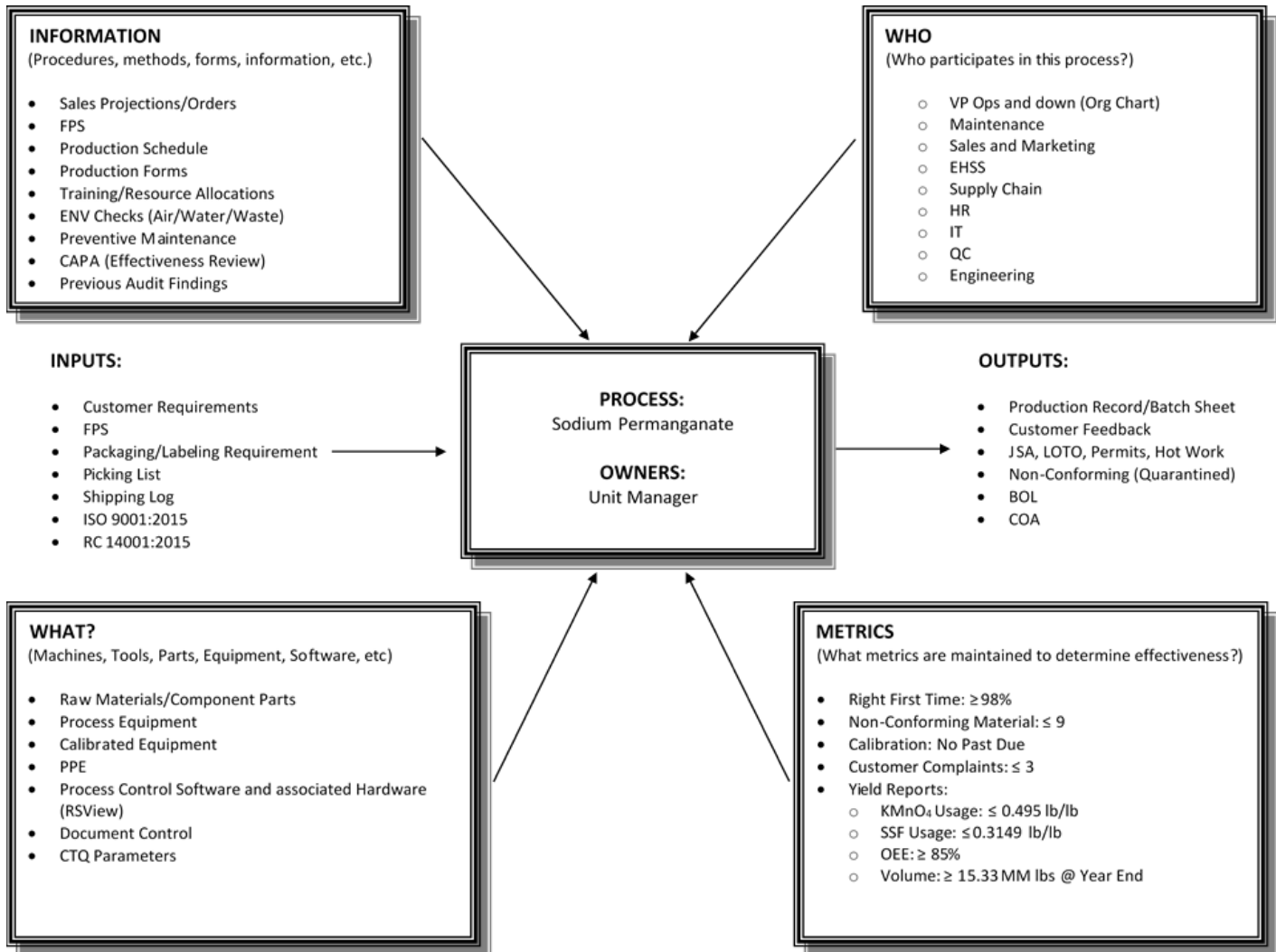
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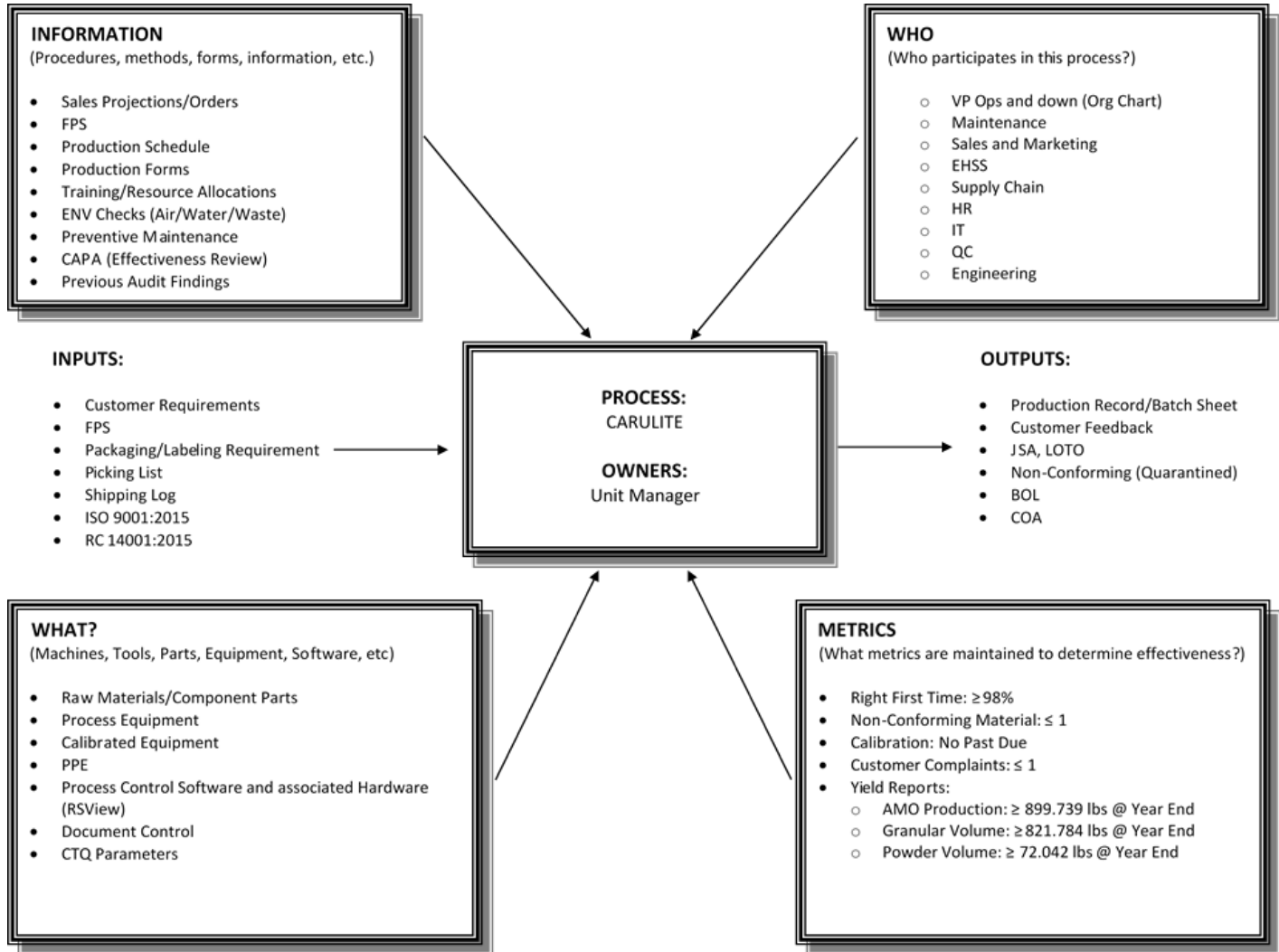
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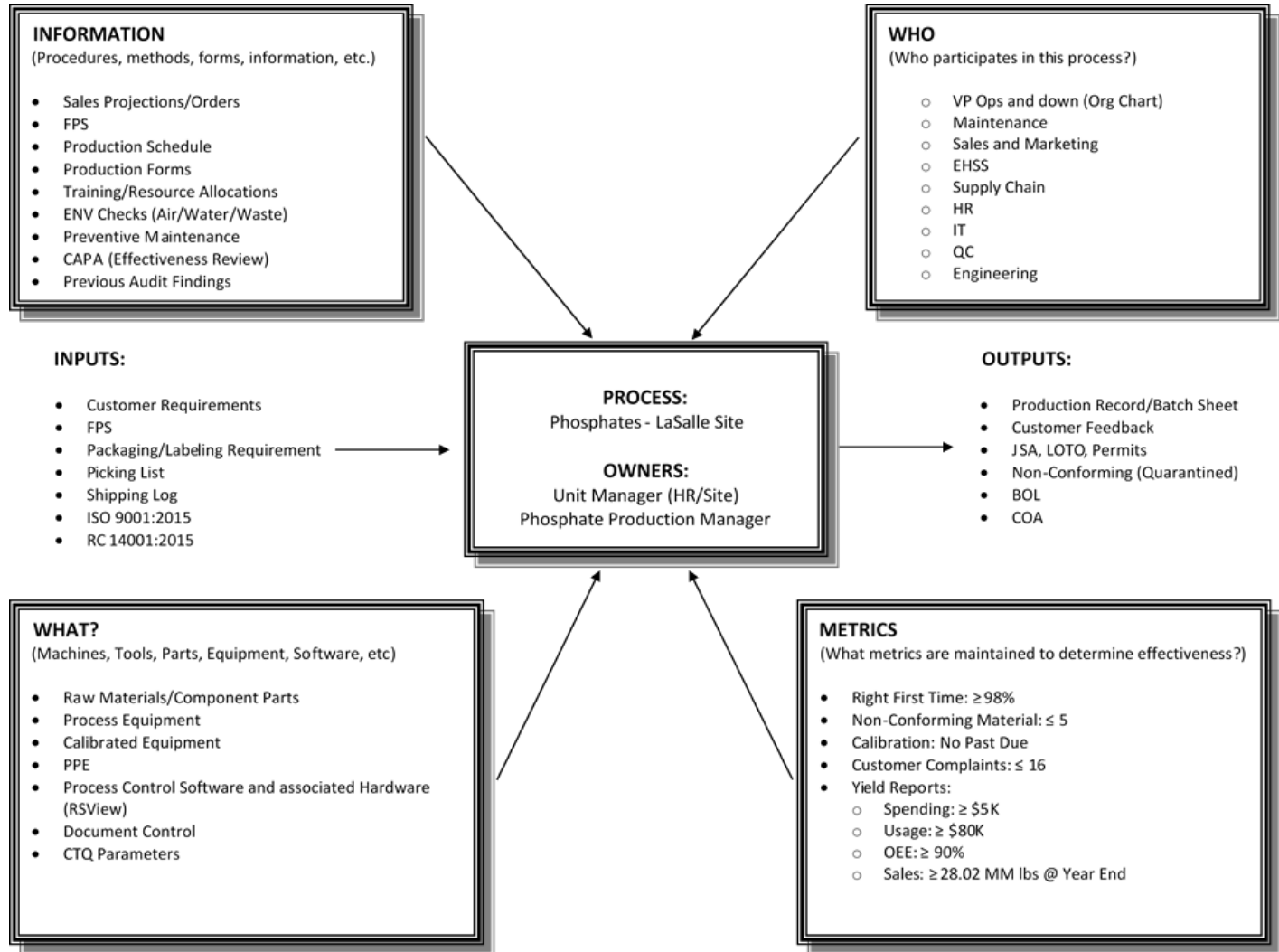
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As stated earlier, Carus LLC has designed the manufacturing process around the PDCA process. During the design and implementation phase of a product, Carus relies on the relationships built with our suppliers. The control and management of suppliers specifically but not limited to raw materials is critical to the manufacturing of finished products. The assessment and qualification of suppliers adheres to a purchasing process, Reference document Purchasing Policy, which includes evaluating the supplier as well as the specified item to be purchased. A scorecard rating evaluation tool is used to assess the merits of the supplier. After this stage in the process, the item/material is evaluated by a cross-functional team against existing standards/specifications, qualification testing, and plant trial/pilot phase evaluation defined in the Raw Material Qualification Process procedure. Once the suppliers and the item/material are approved, they are approved for use and set up in the system as an approved qualified supplier for that item/material. A list of all approved and qualified suppliers is maintained by the Supplier Quality Assurance Engineer, reference ASL/QLS.

Carus LLC continues the purchasing process by monitoring the inbound materials shipped to us by our approved/qualified suppliers. This process is defined by the Quality owned Incoming Inspection procedure. In this process, it defines a cross functional workflow for approving or declining an order

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upon arrival. Once the load is approved, it is handled by the individual plant MRP specialist until it is ready for use in the production process. Also, the Supplier Quality Engineer reviews the inbound COAs and records the data into an SPC software for monitoring and trend tracking. Reference Synergy 2000.

Quality then maintains a strict process for approving or rejecting a finished product based on its adherence to the agreed upon/contracted specifications. This process is defined in the Product Release operating procedure. The Quality Department maintains an extensive network of Excel databases and a SPC program (Synergy 2000) to record data collected as part of the product release process. This would include data in-process materials, environmental monitoring of waste streams, approved finished products, etc. The finished product databases also act a Certificate of Analysis generator for all approved products which can be distributed to the customers.

PERFORMANCE EVALUATION

The Quality Department controls all instruments and standards which are responsible for generating data used to analyze raw materials, in-process control points, finished products, and environmental waste streams as required by our permits. We have identified a process for monitoring these devices which can be references in the Device Management procedure. Each device has an individual equipment profile defining the type of instrument, manufacturer, maintenance schedule, as well as its location. If a standard is required for the maintenance of the equipment, it is referred to as a secondary standard. These standards also have an individual profile defining its maintenance schedule and a link to the appropriate equipment profile. Calibration/Maintenance plans are developed to document the actions taken. All internal calibrations/maintenance actions are completed by the Quality Technician. All external calibrations/maintenance actions are completed by the manufacturer or a third part validation service. This level of management allows for a level of confidence in the values obtained. If a product is evaluated as not meeting the required specifications, it is then handled in agreement with the Non-Conforming Materials procedure. This procedure uses a workflow to define each stage of the process to identify and investigate the cause of the non-conformance. The root cause investigation and findings submitted into EMEX for tracking and are reported to interested parties for continuous improvement and prevention opportunities.

As stated earlier, Carus LLC documents and tracks inbound raw material, in-process control and approved finished product data. This data is monitored periodically for capabilities and continuous improvement opportunities. These processes and monitoring schedules are defined by the Raw Material Specification CpK Review and Finished Product Review for CpK work instructions. The data is evaluated using a statistical software such as Minitab. Evaluations are then used to make process improvements, understand Critical to Quality parameters, and reduce non-value-added analysis in the manufacturing facilities and laboratories.

The manufacturing departments will utilize software such as Scada based systems and Synergy2000 to operate and monitor the plants. The data submitted into Synergy 2000 is completed by manufacturing technicians, based on frequencies determined in the control plan. This data can be used to evaluate the process using standard control chart theory. The Process Engineer monitors and reviews the data and recommends corrective actions as needed.

As a way for Carus LLC to continually monitor the individual processes and their effectiveness, as defined above, an Internal Audit program has been developed. Trained Internal Auditors are scheduled to

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complete QMS, RCMS, Compliance based audits and follow-up review of action items received during previous audits and effectiveness reviews. Opportunities are identified and action items are assigned to select, plan, execute and complete improvement projects that resulted from the audit findings. Each year the Audit team sets the schedule for the upcoming year.

IMPROVEMENT

Carus LLC strives to continuously improve the effectiveness of its Management System. Continuous Improvement has been implemented to ensure the preventative actions will reduce the opportunity for the error to reoccur. All employees can initiate a corrective and/or preventative action where they see the problem adversely affects product quality, product performance, environmental, health or safety. Carus utilizes tools such as RCMS, Quality Policies/Objectives, Audit Results, Data Analysis, Management Review, etc. as ways to effectively implement continuous improvement. Each site uses guidelines to select, plan, execute and ultimately complete improvement projects. The methodology is founded on the corporate vision and strategy, customer focus, employee training and environmental improvements.

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REVISION HISTORY

Revision Number	Revision Date	Description of Change	Revised by
1	January 2015	Updated Key Contacts (Mike Mitchell to Marie Marcenac, Marc Lino to Cheryl Heitz). Document Approval (Ed Stec to Scott Hoge).	L. Setchell
2	October 2015	Revised format to fit ISO 9001:2008 guidelines. Updated format and Grammar. Updated NCM flowchart	L. Setchell
3	June 2016	Updated flowchart during annual review	L. Setchell
4	August 2016	Internal Audit review and updated	L. Setchell
5	December 2016	Added page numbers per an audit OFI. Removed hyperlink in flowchart for RMS qualification	L. Setchell
6	March 2017	Updated Management Representative from LaSalle Plant Manager to Quality Manager. Updated in DocuShare	K. Miller
7	May 2017	Updated Quality Policy based on Audit finding and Annual Review. Updated Plant Manager (Cheryl Heitz to John Stewart)	L. Setchell
8	April 2018	Updated Core values. Removed reference to ISO 9001:2015	L. Setchell
9	May 2018	Updated manual to include requirement for interactions within the processes and the QMS	L. Setchell
10	September 2019	QMS inputs and Outputs and Process Metrics updated. Changed HRS-013 and HRS-013.2 to ADM-026 and ADM-026.1	L. Setchell
11	April 2020	Updated and streamlined the document to match more closely with ISO 9001:2015 standard structure.	L. Setchell
12	August 2020	Update and include scope statement	L. Setchell
13	December 2021	Update Scope and process changes	L. Setchell
14	April 2022	Update Scope and process changes (defined better)	L. Setchell

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Due to recent constraints with the logistics/transportation industry, additional lead times may temporarily be required.

Certificate of Analysis



Innophos, Inc.
612 E 138th St Chicago, IL
Technical Support: (866) 631-7394

Product Sodium Polyphosphate, Glass, Technical Trade Name Vitrafos		Lot 927903 Product Code F210BG0035	- Pallets - 001020	Technical
Order # 6480379 Customer # 1040236 Customer Code 2412-004 PO# 705950 Qty Shipped 6,300.00 LB	Shipment No: 3356825 Mfg Date 09MAY2022 Mfg Location Waterway Shelf Life 730 Retest Date 08MAY2024	Ship To CARUS TOTAL DISTRIBUTION INC 900 N HOSKINS ROAD CHARLOTTE NC 28216		
Carrier INNOPHOS % CHR TL Seal # 537151,		Vehicle ID 30726	Ship Date 06JUN2022	

Test	Result	Units	Min	Max
pH	7.1	pH	6.6	7.4
% P2O5	67.38	%	65.00	
Chain Length	12.68	units	9.00	18.00

* Guaranteed analysis checked at intervals according to Plant Schedule

Approved By: *John E. Sucker*

Title: Quality Control Manager

Approved On: 06JUN2022



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2022

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Carus LLC 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Commerce & Industry Ins Co		19410
	INSURER C: Granite State Insurance Company		23809
	INSURER D: Everest Indemnity Insurance Company		10851
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570094258947 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL4611644	07/01/2022	07/01/2023	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 7742278	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EF2CU00053221	07/01/2022	07/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC014590635	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <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

Certificate No : 570094258947

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

The Automobile Liability policy includes Form CA9948 (Pollution Liability - Broadened Coverage for Covered Autos). City of Coral Springs is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Coral Springs 9551 W. Sample Road Coral Springs FL 33065 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

