



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 79-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW ITB NO. 2019-100, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY ON AN "AS NEEDED" BASIS, FOR THE 2<sup>nd</sup> and FINAL RENEWAL PERIOD THROUGH SEPTEMBER 30, 2021 TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the 2<sup>nd</sup> and Final of two (2) renewal periods of ITB NO. 2019-100 Chemicals for Water Treatment Plant/Water Reclamation Facility for the period October 1, 2020 through September 30, 2021.

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation	Sodium Hypochlorite	\$64,200.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	<b>\$66,000.00</b>
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
		<b>Overall Total</b>	<b>\$132,546.70</b>

Resolution No. 79-2020

**SECTION 2:** This resolution shall take effect upon adoption.

Approve Award of ITB #2019-100, Chemicals for Water Treatment Plant/Water Reclamation Facility.

Commissioner CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

MICHAEL J. MEIER, MAYOR  
EULA R. CLARKE, VICE MAYOR  
BECKY BRUNER, COMMISSIONER  
MERRITT MATHESON, COMMISSIONER  
VACANT, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			

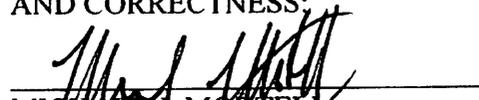
ADOPTED this 13<sup>th</sup> day of July, 2020.

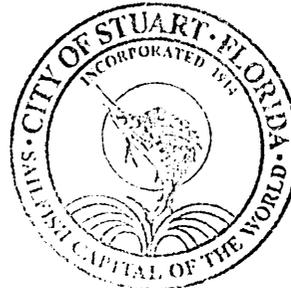
ATTEST:

  
MARY R. KINDEL  
CITY CLERK

  
MICHAEL J. MEIER  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
MICHAEL J. MORTELL  
CITY ATTORNEY





## MEMORANDUM

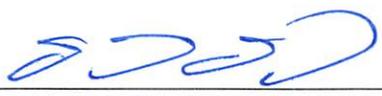
To: David Dyess, Interim City Manager  
From: Alaina Knofla, Procurement Specialist  
Date: July 18, 2019  
Subject: Renewal of ITB #2019-100: Chemicals for the WTP/WRF

The initial year of ITB #2019-100: Contract for Chemicals for the WTP/WRF expires September 30, 2019. This agreement has provisions for two (2) one (1) year renewal options; this would represent the first renewal. The vendors listed below have agreed to the renewal under the original terms, conditions, pricing and specifications. Thereby the Public Works Director Dave Peters recommends approval of the first-year renewal.

Item	Vendor	Chemical	Amount
1	Allied Universal Corporation	Sodium Hypochlorite	\$62,280.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	<b>\$66,000.00</b>
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
<b>Overall Total</b>			<b>\$130,626.70</b>

If approved, this renewal will be effective for the period October 1, 2019 and ending September 30, 2020. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

- Approve renewal of ITB #2019-100: Chemicals for the WTP/WRF
- Recommended this ITB not be renewed

  
David Dyess, City Manager

7-25-19  
Date



Procurement & Contracting Division  
121 SW Flagler Ave. Stuart Fl. 31994  
Phone: 772.288.5320

June 20, 2019

Carus Corporation  
Attn: Ms. Barbie Smith, Channel Manager  
315 Fifth Street  
Peru, IL 6135

Subject: Renewal for ITB# 2019-100, Chemicals for the Water Treatment Plant and Water Reclamation Facility

Dear Ms. Smith,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for the above mentioned subject, for the period beginning October 1, 2019 and ending on September 30, 2020, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., July 3, 2019**. You may fax your response to (772) 600-1202 or send by email to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us). Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla  
Procurement Specialist

cc: File

I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Barbie Smith

Printed Name

June 20, 2019

Bid Channel Manager

Date

Title



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement and Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-0134

August 30, 2018

**Via:** Email transmission, [bids@caruscorporation.com](mailto:bids@caruscorporation.com)

Carus Corporation  
Attn: Ms. Barbie Smith, Channel Manager  
315 Fifth Street  
Peru, IL 61354

Subject: Notice of Award  
ITB No. 2019-100, Chemicals for the Water Treatment Plant (WTP) and Water Reclamation Facility (WRF)

Dear Ms. Smith:

The Stuart City Manager awarded ITB No. 2019-100, Chemicals for the WTP/WRF, to your firm on August 28, 2018, for Sodium Hexametaphosphate, at the unit price of \$1.01 per pound for the estimated annual amount of \$19,190.00. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements by September 10, 2018 as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2019-100 Chemicals for the WTP/WRF.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order to 1002 Palm Beach Rd, Stuart, FL 34994, which will serve as your contract and notice to proceed. All services shall be coordinated with the City Project Manager, Mike Woodside, Team Leader II, at 772-288-5343 ext. 5444.

The initial contract period will be for one year, effective October 1, 2018 through September 30, 2019, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) or call me at (772) 288-5320.

Sincerely yours,

Lenora Darden  
Procurement Manager

ec: Dave Peters, Public Works Director  
Mike Woodside, Team Leader II  
2019-100 ITB File



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

## MEMORANDUM

To: David Dyess, Interim City Manager  
From: Lenora Darden, Procurement Manager  
Date: August 21, 2018  
Subject: Award of ITB #2019-100: Chemicals for the WTP/WRF

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Attached are the bid tabulation and the department/purchasing recommendation for the above referenced project. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject bid was legally advertised in the Palm Beach Post and the Stuart News on July 20, 2018. The Procurement Office sent complete bid packages to seventeen (17) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified Two hundred and Sixty-one (261) interested vendors. Out of Thirty (30) planholders, seven (7) bids were received by 2:30 pm on the ITB opening date of August 8, 2018.

Fort Bend has been deemed non-responsive for failure to include their bid prices on the bid schedule. Therefore their signature does not attest to their pricing as submitted. Staff has checked references, reviewed the technical specifications for compliance, and thereby recommends award to the following firms:

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation	Sodium Hypochlorite	\$62,280.00
	Odyssey Manufacturing Company	Sodium Hypochlorite as the secondary vendor	<b>\$66,000.00</b>
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Carus Corporation	Sodium Hexametphosphate	\$19,190.00
4	Hawkins, Inc.	Hydrofluorosilicic acid	\$ 8,070.00
5	Hawkins, Inc.	Hydrochloric Acid	\$ 2,706.00
6	Hawkins, Inc.	Anionic Dry Polymer	\$ 6,110.00
7	Hawkins, Inc.	Cationic Liquid Polymer	\$18,218.20
		<b>Overall Total</b>	<b>\$130,626.70</b>

Please review the attached documentation and signify below your determination of award, request for further information or recommended rejection of all bids.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

- Award of ITB #2019-100: Chemicals for the WTP/WRF for the initial term of one (1) year effective October 1, 2018, with two (2) additional 1-year periods, to the lowest **responsive** and responsible bidders, on an as needed basis for an estimated annual total of \$130,626.70.
- Further information is required
- Recommend all bids be rejected

  
\_\_\_\_\_  
David Dyess, Interim City Manager

8-28-18  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/04/2018

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Carus Corporation 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Commerce & Industry Ins Co		19410
	<b>INSURER B:</b> National Union Fire Ins Co of Pittsburgh		19445
	<b>INSURER C:</b> Everest National Insurance Co		10120
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570072909206**      **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	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	07/01/2018	07/01/2019	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 774-22-78	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Cost of Hire	Included
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XC8CU00003181	07/01/2018	07/01/2019	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC014590635 (AOS)	07/01/2018	07/01/2019	<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 : 570072909206

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). RE: Project IRB# 2019-100 Chemicals for the Water Treatment Plant (WTP) and Water Reclamation Facility (WRF). City of Stuart is included as Additional Insured in accordance with the policy provisions of the General Liability policy, as required under written contract with Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Stuart 121 SW Flagler Avenue Stuart FL 34994 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>



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

## **POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out

of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



# City of Stuart

COPY

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement and Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: July 25, 2018  
To: Prospective Bidders  
Subject: **Addendum #1 to ITB# 2019-100, Chemicals for WTP/WRF**

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## ADDENDUM #1

The purpose of this addendum is to revise Item #2 Anhydrous Ammonia, unit of measure, from gallons to pounds. The revised bid schedule is attached.

**All other terms and conditions of this ITB remain unchanged.**

This Addendum shall be considered an integral part of the ITB and Contract Documents and must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on August 8, 2018.** Failure to comply will result in disqualification of your bid.

Lenora Darden, CPPB  
Procurement Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to ITB# 2019-100, Chemicals for WTP/WRF

Signature

Carus Corporation

Firm

8/6/18

Date

[bids@caruscorporation.com](mailto:bids@caruscorporation.com)

Email Address



City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994  
Department of Financial Services

Lenora Darden  
Procurement Manager

Procurement & Contracting Services Division  
772.288.5320 PHONE

772.600.0134 FAX  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

## INVITATION TO BID

FOR: CHEMICALS FOR THE WATER TREATMENT PLANT/WATER  
RECLAMATION FACILITY

DATE: July 20, 2018

DEPT: Public Works

BID NUMBER: **2019-100**

## THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 8<sup>th</sup> day of August, 2018.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name	Barbie Smith
Company Name	Carus Corporation
Street Address	315 Fifth Street
City, State, Zip	Peru IL 61354
Total Amount of Bid	\$ 19,190.00

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date.

**Hand Deliver Mail/Express Bids to:**  
**Stuart City Hall**  
**Procurement & Contracting Services Office**  
**121 S.W. Flagler Avenue**  
**Stuart, Florida 34994**

## **A1 INSTRUCTIONS TO BIDDER**

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be retained unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud at the designated location at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Procurement Division at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us), in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions>, **"FREE AGENCY"**.

**A2 BID SIGNATURE SECTION**

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state on Attachment E.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

**A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

Carus Corporation	8/6/18	bids@caruscorporation.com
_____	_____	_____
Firm Name	Date	Email Address
	800-435-6856	
_____	_____	
Authorized Signature (Manual)	Telephone Number	
Barbie Smith, Bid Channel Manager	800-435-6856	
_____	_____	
Name/Title (Please Print)	Facsimile Number	

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) and Fax # (772) 600-0134.

**B. GENERAL PROVISIONS**

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within ten (10) days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
  - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
  - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price. City shall not pay any service charges or fees for Pcard transactions.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees: Any permits, licenses or fees required will be the responsibility of the successful bidder,** no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
  - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or its using Department.
- B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.
- B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve as the contract with an effective date of October 1, 2018.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked “proprietary” or otherwise restricted”**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B.25 **Scrutinized Companies List:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this ITB through the term of this contract, including renewals or extensions. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs; may not transact business with any public entity for a period of 36 months. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440

**B26 Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action**

**Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [PublicRecordsRequest@ci.stuart.fl.us](mailto:PublicRecordsRequest@ci.stuart.fl.us), City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**C. SPECIAL PROVISIONS**

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** 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. Failure to fully submit the requested information may result in the bid being considered non-responsive.
  - A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
  - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
  - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.
- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days, unless payment by Visa Purchasing Card net 10 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are six (6) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

Attachment A	Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
Attachment B	Qualifications/Experience of Bidder
Attachment C	References
Attachment D	Bidder's Checklist
Attachment E	Statement of No Bid
Attachment F	Request for Information

**D. AWARD OR REJECTION OF BIDS**

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed and the contract.

- D2. **Method of Award:** The City intends to award this bid to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder's response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
  - B. The reputation, judgment and experience of the bidder.
  - C. The quality of performance of previous contracts or services including previous performance with the City.
  - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
  - E. Financial resources of the bidder to perform the contract or provide the service.
  - F. Ability to provide future maintenance and service for the use of the subject of the contract.
  - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2018. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods, not to exceed 6 months, for the convenience of either party shall be permissible at the mutual consent of both parties.

B. Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review and approval by the City. Any price increases must be reasonable with justification, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. Contract Amendment: The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

D. Non Exclusive Contract: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.

- D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.
- D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

**E. SCOPE OF SERVICE**

- E1. **General Information:** The purpose of this bid is to purchase various chemicals on an "as needed" basis delivered to the City of Stuart locations as designated on the purchase order shall include all labor, materials, supplies, transportation, and related services. Chemical will be ordered on an "as needed" basis for the term of the agreement.
- E2. **Material Safety Data Sheet and Certificate of Analysis:** In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

**Note:** It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

- E3. **Codes & Regulations:** Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

- E4. **Contractor Responsibility:**

- A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.
- B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

- E5. **Delivery Requirements:**

- A. 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 points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.

B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. The City will not be responsible for separate delivery fees. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery location is as specified below.

- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
- Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994

E6. **Quality Assurance & Returned Goods:** All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.

E7. **Alternate/Exceptions:** The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the exact physical data given for the "as specified" item.

E8. **Technical Specifications:** The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

### Technical Specifications

Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	<p>Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach Density 1.10-1.30, SpG (12%) 1.202 Color: liquid=green-yellow</p> <p>Minimum strength of 120 grams per liter (12 trade percent by volume)</p> <p>Contaminant concentration limits: Iron &lt; 0.3 mg/L    Copper &lt; 0.3 mg/L Nickel: &lt; 0.3 mg/L    Chlorate: &lt; 2,500 mg/L Bromate &lt; 20 mg/L    Perchlorate ≤ 20 mg/L</p> <p>Suspended Solids Test Time &lt; 3 minutes</p> <p>The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.</p>	5,000 gallon combined deliveries, Tanker Truck	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP WWTP
2	Anhydrous Ammonia	<p>SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100</p> <p>Solubility in water: 33% @ 68F</p> <p>Vapor density: 0.6 @ 32 F</p> <p>Metallurgical Grade Anhydrous Ammonia</p>	City owns a 1,000-gal tank, The average delivery size is 600 gals/3,000 lbs	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
3	Hydrofluorosilicic Acid	<p>23 – 25% AWWA Standard B703-06</p> <p>No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead</p>	300 gallon deliveries, Tanker Truck	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
4	Hydrochloric Acid 31.45% (muriatic acid)	<p>20 Baume, 31.45% active ingredients 68.55% inert</p>	55 gallon drums, Flat-bed Truck (20 drums)	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
5	Sodium Hexametphosphate	<p>Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3</p> <p>The typical order size will be one (1) pallet of 50 bags (50 lbs each).</p>	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WTP
6	Anionic Dry Polymer with a 30 positive charge	<p>FBS 730: Anionic polymer is used in the Water Treatment Plant to settle out suspended matter in the raw water.</p> <p>Polymer concentration must be ≥ 80% - ≤ 90%</p>	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
7	Cationic Liquid Polymer	<p>FBS 7602: The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content</p>	55 gallon drums, Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/>	WWTP

Company Name: Carus Corporation

Date: 8/6/18

F. **REVISED BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2019-100.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	Liquid Sodium Hypochlorite	120,000	GAL	\$ NO BID	\$
2	Anhydrous Ammonia	18,250	LB	\$ NO BID	\$
3	Hydrofluorosilicic Acid	3,000	GAL	\$ NO BID	\$
4	Hydrochloric Acid 31.45%	1,100	GAL	\$ NO BID	\$
5	Sodium Hexametaphosphate	19,000	LB	\$ 1.01	\$ 19190.00
6	Polymer, anionic-granular	2,600	LB	\$ NO BID	\$
7	Polymer, cationic liquid	1,430	GAL	\$ NO BID	\$
Item(s) #: <u>5</u> - Overall Total for all items that apply					\$ 19190.00
72-					
F.O.B. Destination: # <u>120</u> Hours for Delivery after receipt of order (ARO), if less than 72 hours					
Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
<i>The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price. City shall not pay any service charges or fees for Pcard transactions.</i>					
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
Is Bidder offering the above product as specified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
If No, bidder is to indicate their equivalent below and attach product literature.					
Item #:	Product	Item #:	Product		
Item #:	Product	Item #:	Product		

Company Name: Carus Corporation Date: 8/6/18

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this invitation.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # 1 THROUGH ADDENDA # 1

Company Name: Carus Corporation Date: 8/6/18

Name of individual submitting Bid: Barbie Smith

Email address: bids@caruscorporation.com Ph: 800-435-6856

AUTHORIZED SIGNATURE: Barbie Smith

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any

exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.

4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
  - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
  - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
  - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

**NOTE:** The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B

**QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE**

THIS IS A FILLABLE FORM

**Part A - Qualifications Questionnaire**

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes  No

**Part B – Other Information**

1. Contractor to provide details of delivery of chemical. See attached
2. Provide office hours and contact information of staff responsible for coordination of services. Monday through Friday basis from (7:00 a.m. through 3:00 p.m.)  
Customer Support Representative: Jose Rios 800-435-6856 x 6685. (8AM - 5 PM)
3. Please provide 24-hour Emergency Contact Information if different than above:  
Chemtrec 800-424-9300 (see attached)
4. Number of year's organization has been in business. 103
5. Have you any similar work in progress at this time? Yes  No
6. Submission of quality control program: Yes  No
7. Submission of Safety program: Yes  No  **(see attached)**

Company Name Carus Corporation



Carus Corporation is a member of the American Chemistry Council's Responsible Care Program in which we not only meet all applicable OSHA standards, but exceed them. Carus has an electronic document control system in which we keep all of our EHSS documents. If you require a specific document, please let Carus know and we will provide you with the most up-to-date policy that we have.

Carus Corporation  
315 Fifth Street  
P.O. Box 599  
Peru, IL 61354-0599  
Tel: (815) 223-1500  
Fax: (815) 224-6697



## ATTACHMENT C

### REFERENCES

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#### #1 REFERENCE

Company/Entity Name: Miami - Dade FL
Address 111 NW 1st Street
City Miami , State FL Zip Code 35601
Contact Name: Herman Ramsey Title: Procurement Manager
Phone No:( 305 ) 375 - 2851 Fax:( 305 ) 375 - 4407 Email: hramsey@miamidade.org
Delivery Date: 2018-2019 Location Preston, Hialeah and Alexander WTP
Type of Product Supplied Phosphate
Governmental or Private Governmental Dollar Value of Contract \$ 548,920.00

#### #2 REFERENCES

Company/Entity Name: Florida Keys Aqueduct
Address 35400 SW 192nd Street
City Tampa , State Zip Code
Contact Name: Mary Clothier Title: Purchaser
Phone No:( 305 ) 242 - 2500 Fax:( 305 ) 242 - 2205 Email: mclothier@fkaa.com
Delivery Date: 2017-2018 Location 35400 SW 192nd Street, Florida City, FL
Type of Product Supplied Sodium Hexametaphosphate
Governmental or Private Governmental Dollar Value of Contract \$ 28,950.00

#### #3 REFERENCES

Company/Entity Name: Hillsborough County
Address 12950 Fawnbridge Road
City Tampa , State FL Zip Code 32626
Contact Name: Michelle Maitlen Title: Procurement Analyst
Phone No:( 813 ) 264 - 3815 Fax:( 812 ) 744 - 5713 Email: maitlenm@hillsborough.gov
Delivery Date: 2018-2019 Location Fawnbridge WTP
Type of Product Supplied Phosphate
Governmental or Private Governmental Dollar Value of Contract \$ 352,590.00

Company Name Carus Corporation

**ATTACHMENT D**

**BIDDERS CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered, with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are Submittal Forms completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the Request for Information form completed, signed and attached including W-9?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name Carus Corporation

**ATTACHMENT E**

**STATEMENT OF "NO BID"**

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements, if required.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT F**  
**REQUEST FOR INFORMATION**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**  
**SUBMIT WITH IRS FORM W-9**

Dear Vendor:

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

**VENDOR NAME** Carus Corporation

**DBA:** \_\_\_\_\_

**CORPORATE ADDRESS:** 315 Fifth Street

**CITY:** Peru **STATE:** IL **ZIP:** 61354

**TELEPHONE:** (800) 435-6856 **FAX:** (815) 224-6697 **ALTERNATE PHONE:** ( )

**COMPANY CONTACT NAME:** Barbie Smith **EMAIL ADDRESS:** bids@caruscorporation.com

**TYPE OF CERTIFICATION**

- |                                  |                                 |  |
|----------------------------------|---------------------------------|--|
| 1. <input type="checkbox"/> MBE  | 3. <input type="checkbox"/> SBA | 5. <input type="checkbox"/> DVBE                         |
| 2. <input type="checkbox"/> MWBE | 4. <input type="checkbox"/> SDB | 6. <input checked="" type="checkbox"/> Other: <u>WBE</u> |

**“THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS”**

**REMIT TO ADDRESS:** 15111 Collections Center Drive

**CITY:** Chicago **STATE:** IL **ZIP:** 60693

**TELEPHONE:** (800) 435-6856 **FAX:** (815) 224 **ALTERNATE PHONE:** (815) 224-6696

**COMPANY CONTACT NAME:** Denise Mallory ext. 6518 **EMAIL ADDRESS:** carusar@caruscorporation.com

**TYPE OF ORGANIZATION**

- |  |   |   |
|--|---|---|
| 1. <input checked="" type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership            | 4. <input type="checkbox"/> Individual      | 6. <input type="checkbox"/> Other: _____      |

**1099 REPORTING STATUS (Check One):**  Yes  No

**TAXPAYER IDENTIFICATION NUMBER:**

Employer Identification Number: 36 - 0877400

Print name of Taxpayer if using SS#: n/a

**Under penalties of perjury, I certify that this statement is accurate and complete.**

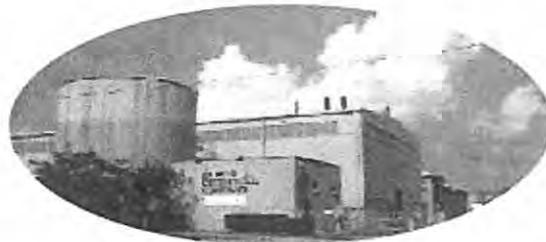
Signature: Barbie Smith Title: Bid Channel Manager

Date: 8/6/18 Phone: (800) 435-6856

CARUS CORPORATION  
REGULATORY  
QUALITY COMPLIANCE  
QUESTIONNAIRES



Headquarters – Peru, Illinois



Plant – LaSalle, Illinois



Plant-Belmont, NC



Oviedo, Spain

We appreciate your request for information regarding our company. Attached is our response to the most common questions about our systems and processes. If more information is required please contact Lori Setchell (815-224-6842)

**SECTION 1 –COMPANY INFORMATION**

**COMPANY NAME AND ADDRESS**

Company Name: Carus Corporation  
Headquarters Address:  
315 5<sup>th</sup> Street  
Peru, IL 61354  
Phone Number: 815-223-1500  
[www.caruscorporation.com](http://www.caruscorporation.com)

Manufacturing Site Addresses:  
1500 8<sup>th</sup> Street  
LaSalle, IL 61301

181 Woodlawn Avenue  
Belmont, NC 28012

**COMPANY HISTORY**

Business Established: 1915  
Number of Employees: 150 - 400  
Primary Business: Chemical Manufacturing  
Operation Hours: 24 hours, 7 days a week

## PRODUCTS PRODUCED

Potassium Permanganate – NSF Certified, Halal, & Kosher  
Sodium Permanganate – NSF Certified, Halal  
Manganese Based Catalyst  
Liquid and Dry Polyphosphates – NSF & Kosher (liquids only)  
Certified  
Liquid and Dry Zinc Orthophosphates – NSF Certified

## MAJOR PRODUCT MARKETS

Municipal Drinking Water  
Municipal Wastewater  
Specialty Catalyst  
Hazard Remediation  
Industrial Chemical Oxidation

## CERTIFICATIONS, AUDITS, PERMITS, & REGISTRATIONS

### ISO 9001:2008

Plant Site: Certification#: 7Y682-IS1- Issue Date: 11/8/2015  
Certification Body: NSF International Strategic Registrations, LTD.  
Audits: Annual Surveillance audit plus Recertification every three years.

### Responsible Care Management System (RCMS)

Headquarters Site: Certification #: 7Y681-RM5 - Issue Date: 11/22/2016  
Plant Site: Certification #: 7Y681-RM5- Issue Date: 11/22/2016  
Belmont Site: Certification #: 7Y681-RM5- Issue Date: 11/22/2016  
Certification Body: NSF International Strategic Registrations, LTD.  
Audits: Every three years.

### National Sanitary Foundation (NSF)

Products Certified: Those used for drinking water applications.  
Audits: Annual

### Environmental Protection Agency (EPA)

NPDES Permit: IL0002623  
RCRA SQG Permit: ILD005477666  
FESOP AIR Permit: 099030AAB  
TRI Reporting Permit: 61301CRSCH1500E  
Audits: Random. Approximately every 2 – 4 years.

### Department of Transportation (DOT) by site

US DOT ID: 413499  
HazMat Cert of Reg: 060809004024RT  
ADR Regulation for Transport of Dangerous Goods in Europe

Audits: No Schedule. Approximately every 3 – 5 years.

### Kosher – Orthodox Union

Products Certified: Liquid Polyphosphates, Potassium Permanganate  
Audits: Annual

### Halal—The Islamic Food and Nutrition Council of America

Products Certified: Liquid and Dry Polyphosphates, Potassium Permanganate and Sodium Permanganate

Audits:

### KIWA-

Plant Site: Certification #: K83927/02  
Products Certified: AQUOX® potassium permanganate Free-Flowing Grade,  
CARUSOL® liquid permanganate, CARUSOL® C liquid permanganate  
Audits: Annual

### American Water Works Association (AWWA)

## SECTION 2 –KEY CONTACTS

<b>Title</b>	<b>Name</b>	<b>Phone #</b>	<b>Email</b>
Technical Support Group		800-435-6856	orders@caruscorporation.com
After Hours Product Handling Emergencies		800-223-1500	
After Hours Emergency Orders & Deliveries M-F 8am-5 pm CST		815-739-6678	
Emergency Response Team to respond to chemical emergencies		800-435-6856 800-424-9300	
V. P. Operation	Richard Kuehler	815-224-6861	Richard.Kuehler@caruscorporation.com
V. P. Sales & Marketing	Marie Marcenac	815-224-6588	Marie.Marcenac@caruscorporation.com
Director, EHSS	Bryan West	815-224-6538	Bryan.West@caruscorporation.com
Quality Manager	Lori Setchell	815-224-6842	Lori.Setchell@caruscorporation.com
Plant Manager	Cheryl Heitz	815-224-6835	Cheryl.Heitz@caruscorporation.com
Director of Procurement	Chris Willie	815-224-6802	Chris.Willie@caruscorporation.com
Customer Service Supervisor	Sherri Wittenauer	815-224-6590	Sherri.Wittenauer@caruscorporation.com
Safety/Health and Security Contact	Gerald Greer	815-224-6644	Gerald.Greer@caruscorporation.com
Environmental/Product Stewardship Contact	Shelley Corban	815-224-6863	Shelley.Corban@caruscorporation.com
COA Contact	Customer Support	800-435-6856	orders@caruscorporation.com

### SECTION 3 -MANAGEMENT ORIENTED PROCESSES

SYSTEM MANAGEMENT	YES	NO
Do you have a formal Quality Statement?	X	
Do you have documented plans for ISO registration?	X	
Do you have a documented safety management system?	X	
Do you have a documented environmental management system?	X	
Do you have a security policy?	X	
Do you have a disaster recovery plan?	X	
Is your firm committed to the ACC Responsible Care Program?	X	
Does the Quality Unit operate independently from Production?	X	

CONTROL OF RECORDS	YES	NO
Is there a documented record retention policy?	X	
Is equipment cleaning and use records maintained for major pieces of equipment?	X	
Are records maintained to provide traceability of materials used in the manufacture of products?	X	
Are batch production records prepared for each product that include complete information related to the production and control of each batch?	X	
Is there a system used to maintain and document laboratory records showing test results to prescribed specifications?	X	
Is there a sample retention program?	X	

MANAGEMENT REVIEW	YES	NO
Is your upper management committed to be responsible to overall quality?	X	

INTERNAL AUDITS (EHSS)	YES	NO
Is there an internal audit process in place?	X	

DOCUMENT CONTROL	YES	NO
Does the Quality Unit review and approve all quality-related documents?	X	
Is there a system in place to ensure that a current MSDS is provided and a program for revision distribution in place?	X	
Are there written procedures for storage, handling, and shipment of material?	X	
Do you purchase materials using established written specifications?	X	
Are current product specifications documented for all products?	X	
Are there documented procedures describing sampling, testing, approval, or rejection of materials and recording and storage of laboratory data?	X	
Are formal sampling, testing, and analytical procedures documented?	X	
Are storage and handling brochures available for all products supplied? On MSDS and Fact Sheets	X	

CONTINUOUS IMPROVEMENT	YES	NO
Is there a system in place to ensure corrective action is taken and is effective?	X	
Do you have a system in place to document corrective and preventive action?	X	

#### SECTION 4 –CUSTOMER ORIENTED PROCESSES

CUSTOMER REQUIREMENTS	YES	NO
Are customer requirements reviewed and implemented into daily order processing procedures?	X	
Are delays in shipment communicated in a timely manner?	X	
Is there a procedure of customer notification when a specification change is implemented or a process change occurs?	X	

CHANGE MANAGEMENT	YES	NO
Is there a system for management of change?	X	

FINISH PRODUCT CONTROL	YES	NO
Is the Quality Unit responsible for releasing or rejecting all products?	X	
Are products stored and transported under appropriate conditions to prevent degradation and contamination?	X	
Is there a system in place to assure weight accuracy in packaging?	X	
Is an authentic certificate of analysis available for each lot and does it include the grade, lot number, and date of release?	X	
Are C of A's furnished for each lot number shipped? <b>Upon request.</b>	X	

CUSTOMER COMPLAINTS & CLAIMS	YES	NO
Is there a formal procedure in place to respond to customer complaints?	X	
Is there a system in place to handle recalls?	X	
Are procedures in place to handle return of material?	X	

Statistical Process Control	YES	NO
Is Statistical Process Control (SPC) in use at your company to improve processes?	X	
Can finished materials be tracked by lot or batch number to the raw materials used?	X	

**SECTION 5 –SUPPORT ORIENTED PROCESS**

<b>EMPLOYEE TRAINING</b>	<b>YES</b>	<b>NO</b>
Is there a documented formal training program covering specific operations the employees perform?	X	
Are the training records maintained?	X	
Have all employees been trained according to HM 126F Standards?	X	

<b>SUPPLIER QUALIFICATION</b>	<b>YES</b>	<b>NO</b>
Is there a program to monitor carrier performance?	X	
Are raw materials handled and stored in a manner to prevent degradation and contamination?	X	
Is there a formal supplier assessment program?	X	

<b>INCOMING INSPECTION</b>	<b>YES</b>	<b>NO</b>
Are audits or other methods used to manage the quality of incoming raw materials or critical services?	X	
Can incoming materials be traced through lot or batch numbers?	X	
Are incoming inspections done routinely?	X	
Are incoming materials segregated until approved?		X

<b>CALIBRATION</b>	<b>YES</b>	<b>NO</b>
Is there a formal system for calibration of process and lab instruments?	X	
Is there a documented procedure for controlling laboratory standards and reagents?	X	
Is there a documented on-going stability program?		X

<b>NONCONFORMING MATERIAL</b>	<b>YES</b>	<b>NO</b>
Is there a documented non-conformance procedure for incoming materials?	X	
Is there a formal procedure for handling non-conformance finished goods?	X	
Is there a documented procedure for the investigation of out-of-specification results?	X	

<b>BUILDING, FACILITIES, AND EQUIPMENT</b>	<b>YES</b>	<b>NO</b>
What quality of water is used in the manufacture of your products? <b>City Water</b>		
Is the ventilation/air filtration/exhaust system adequate to minimize the risks of contamination and cross-contamination of products?	X	
Is there a documented routine housekeeping program?	X	
Is there a documented program to ensure the buildings are maintained, repaired, and kept in clean condition?	X	
Is the process equipment designed to facilitate the cleaning, sanitation, and maintenance for its intended use?	X	
Is there a documented pest control program?	X	
Is there a documented preventive maintenance program in place?	X	

**SECTION 6 -DOT HAZMAT CARRIER SECURITY CERTIFICATION**

	YES	NO
Does your company use DOT HazMat certified carriers to transport hazardous materials?	X	
Can your drivers communicate directly with dispatch or your company? <i>If YES, by what means? <b>Cell phone</b></i>	X	
Does your company issue photo identification to your employees? <i>If YES, to whom? <b>Driver's carry photo ID's</b></i>	X	

Revision	1	Date Created	9-26-14	Last Approval Date	Oct. 2015
Implementation Date				Retention Period	10 Years
				Review Period	Annual
Document Author	Lori Setchell			Document Manager	Lori Setchell

**REASON FOR CHANGE**

Revision	Changed	Change Made	Date
2	Updated certification	ISO 9001:2008	11/4/15
3	Updated safety personnel	Removed S. Johnson and added G. Greer	12/16/15
4	Updated certification and personnel	KIWA and AWWA added. Removed Dr. Pillai and added S. Corban	5/4/16
5	Updated Certification, updated personnel	RCMS 2013 renewal. Removed S. Hoge and replaced with R. Kuehler	2/8/17



## **CHEMICAL SPILL EMERGENCY CONTACT LIST**

Office: 800-435-6856

Customer Support: 800-435-6856

After Hours: 800-435-6856

Chemical Emergency: Chemtrec – 800-424-9300

## **TECHNICAL ASSISTANCE & SERVICE CONTACT**

Wayne Bentley: Sales Representative  
Cell: (478) 954-9115

Darin Skutt: 315 Fifth Street  
Peru, IL 61354  
Phone: 800-435-6856  
Cell: 815-252-4247

Check all that apply:  New Customer  New Ship To  New Product Date:

**GENERAL INFORMATION SECTION**  
**THIS SECTION MUST BE COMPLETED FOR BULK AND NON-BULK DELIVERIES**

CUSTOMER NAME:	SALES CONTACT	
NAME OF CUSTOMER REPRESENTATIVE ASSISTING WITH THIS REVIEW:		
SHIP TO ADDRESS:		
CITY	STATE:	ZIP:
PLANT CONTACT FOR UNLOADING:		PHONE:
DELIVERY HOURS:		
SITE SAFETY/ENVIRONMENTAL CONTACT AND PHONE NUMBER:		
PRODUCT(S) TO BE PURCHASED:		
IS MANDATORY CUSTOMER TRAINING REQUIRED FOR ALL DRIVERS? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
<b>WILL THE DRIVER BE MAKING THE DELIVERY UNATTENDED? YES: <input type="checkbox"/> NO: <input type="checkbox"/></b>		
MANDATORY SITE PPE REQUIREMENTS:		
IS A SAMPLE REQUIRED WITH THE DELIVERY? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS A CERTIFICATE OF ANALYSIS REQUIRED WITH THE DELIVERY? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
<b>IS THERE ANY LIMITATION ON THE SIZE OF THE TRUCK/TRACTOR?</b>		
ARE SECURITY SEALS REQUIRED? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
ARE PHOTOS OF DELIVERY SITE AVAILABLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THERE A SITE SECURITY PLAN AVAILABLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/> SITE EMERGENCY RESPONSE PLAN? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
PROVIDE DIRECTIONS TO SITE (TRUCK ROUTE):		

**BULK UNLOADING SECTION**  
**THIS SECTION MUST BE COMPLETED FOR BULK AND MINIBULK LIQUID DELIVERIES**

TANK CAPACITY (GAL):	HOSE LENGTH REQUIRED FOR UNLOADING (FEET):	
TANK UNLOAD FITTINGS: Type:	Size:	Materials of Construction:
TANK FITTING HEIGHT FROM GROUND LEVEL		
IS TANK LABELED WITH PRODUCT NAME? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
HOW IS THE PRODUCT LEVEL IN THE TANK DETERMINED?		
IS SECONDARY CONTAINMENT AVAILABLE FOR THE STORAGE TANK? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THERE CONTAINMENT ALSO AVAILABLE FOR THE UNLOADING VEHICLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
WHAT IS THE DISTANCE TO SAFETY SHOWER/EYEWASH?		
INDOORS <input type="checkbox"/> OUTDOORS <input type="checkbox"/> TEMPERATURE CONTROLLED? YES <input type="checkbox"/> NO <input type="checkbox"/>		
EYEWASH & SAFETY SHOWER IN GOOD WORKING ORDER AND INSPECTED? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		

WHAT IS THE DISTANCE TO NEAREST SEWER?	IS THE SEWER PLUGGED? <input type="checkbox"/>	OPEN? <input type="checkbox"/>
CLEAR IDENTIFICATION EXISTS FOR Tank? YES: <input type="checkbox"/> NO: <input type="checkbox"/>	UNLOADING LINES? YES: <input type="checkbox"/> NO: <input type="checkbox"/>	HOOK Up? YES: <input type="checkbox"/> NO: <input type="checkbox"/>
TYPE OF HOSE CONNECTION REQUIRED:		
SIZE OF FITTINGS OR CONNECTIONS:	IF OTHER DESCRIBE:	
AIR UNLOADING OR PUMP OFF: YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IF AIR UNLOAD, IS AIR AVAILABLE AT THE LOCATION? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
SPECIAL UNLOADING REQUIREMENTS OR COMMENTS:		
IS THERE OBSTRUCTED ACCESS TO THE TANK? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THE UNLOADING SITE UNEVEN? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THE TANK GAUGING SYSTEM OR LEVEL READOUT OBSTRUCTED/NOT VISIBLE DURING UNLOADING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
ARE SITE PERSONEL AVAILABLE TO ASSIST UNLOADING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
CUSTOMER IS AWARE THAT THEY MUST APPROVE HOOKUP PRIOR TO UNLOADING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THERE A STORAGE TANK OVERFLOW PIPING SYSTEM? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THE STORAGE TANK VENTED? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THERE ADEQUATE LIGHTING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
HAVE PLANT PERSONNEL RECEIVED PRODUCT HANDLING TRAINING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
ARE THE MATERIALS OF CONSTRUCTION COMPATIBLE WITH THE PRODUCT? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS SPILL RESPONSE (NEUTRALIZATION) MATERIAL READILY AVAILABLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
ADDITIONAL COMMENTS ON GENERAL TANK AND FEED SYSTEM APPEARANCE/SAFETY CONCERNS?		

**NON-BULK DELIVERIES**

**THIS SECTION MUST BE COMPLETED FOR ALL NON-BULK DELIVERIES (DRUMS, TOTES, CYLINDERS, CONTAINERS)**

IS A LOADING DOCK PRESENT? YES:  NO:

ARE FORK LIFTS AVAILABLE TO UNLOAD PRODUCT(S) OFF OF THE TRUCK? YES:  NO:

IS AN OVERHEAD CRANE PRESENT? YES:  NO:

IS A BOOM TRUCK REQUIRED? YES:  NO:

ARE THERE ANY OVERHEAD OBSTRUCTIONS FOR BOOM OPERATION? YES:  NO:

IF YES PLEASE IDENTIFY: \_\_\_\_\_ PHOTOS OF OBSTRUCTIONS YES:  NO:

IS A LIFTGATE REQUIRED FOR DELIVERY? YES:  NO:

IS INDOOR DELIVERY REQUIRED? YES:  NO:

IS PALLET JACK OR DRUM DOLLY REQUIRED FOR DELIVERY? YES:  NO:

DISTANCE TO TAKE PRODUCT FROM TRUCK TO DELIVERY POINT WITH PALLET JACK OR DRUM DOLLY: \_\_\_\_\_

WHAT TYPE OF MATERIAL IS THE WALKING/WORKING SURFACE? \_\_\_\_\_

DOES THE DELIVERY REQUIRE PUSHING/PULLING ON A GRADE/HILL? YES:  NO:

ARE DELIVERED PRODUCTS BEING PLACED INTO A SECURE LOCATION? YES:  NO:

**For Official Use Only:** The following information shall be documented by the Alexander Chemical, Sierra Chemical, or Carus Chemical sales person or their representative during an on-site visit with the customer.

The shipping address is a valid business address? YES:  NO:

The facility has a site security plan? YES:  NO:

The customer has on-site storage for the product and/or the process in place to use the product? YES:  NO:

Describe the end use of the product. [Click here to enter text.](#)

CUSTOMER APPROVAL:

REVIEWED and APPROVED: \_\_\_\_\_  
Account Manager and Transportation Manager

DATE: \_\_\_\_\_

# Customer Approval Checklist Instructions

All items require some response, either a drop down, check yes or no, or free text for author's comments. Yes and No answers require a check mark only as response.

Name: Complete Name of Customer                      Sales Contact: Contact at customer who sales is in contact with  
Customer Rep: Name of Carus employee completing this form  
Ship to address, Street, City, State Zip: Self explanatory  
Plant contact for unloading: Name of individual who supervises the unloading of product Phone: Self explanatory  
Delivery Hours; Self explanatory  
Site Safety Contact and number: Who at the site do we need to contact regarding site safety issues  
Products: List products that we will be delivering to this customer  
Mandatory site PPE requirements: List all PPE as required by delivery site. If site includes PPE greater than what we require the site requirements will prevail.  
Are there truck limitations: Height issues, length, type, tight turns, steep grades, non-paved roads, etc. needs to be explained here  
Direction: We need detailed directions for TRUCK ROUTE to the customer location. Take care to notice low bridges, powerlines, weight limits etc.

## **Bulk Delivery**

Tank Capacity: Enter capacity; capacity is amount of product BEFORE exceeding tank overflow devices.  
Hose length: Drop down selection hoses are in 20' sections  
Fittings (WHAT IS ON THE TANK) Type: Drop down on type of connection    Size: Drop Down, Diameter of connection    Construction: Drop down for type of construction  
Tank fitting height: Measure roughly how far the connection is above the ground. Ideal is 18" to 48"  
Product level; Drop down on type of tank measurement system  
Safety Shower distance: Pace it off average step is 2 ½ feet.  
Distance to sewer: Pace it off too  
Type of connections required; Select the type of fitting required to connect to the tank  
Size of connection: Select size of fitting required to connect to the tank    If other: Please describe or include photo of hookup if not a standard connection  
Special unloading requirements: IF there are special circumstances to make this delivery successful we need to have these listed.  
***Pay attention to access points, and visibility for the driver from his vantage point when completing the check boxes***

## **Non Bulk Delivery**

Boom obstructions: Pay special attention to boom swing, overhead clearance, power lines etc. The boom requires 40' of clearance in all directions from the point where it is parked to operate safely.  
Distance for delivery: Pace this off, to the point of driver delivery. Inside delivery, extra distance, special handling or services may result in additional freight charges. These need to be identified before we commit to the customer.

Photos of customer site should include :(Minimum)

### **Bulk**

Photo from the main roadway  
Photo from where the truck/trailer will be parked to unload  
Photo of tank (overview)  
Photo of tank (connection site)  
Photo of emergency shower in respect to unloading location

### **Non-Bulk**

Photo from the main roadway  
Photo from where the truck/trailer will be parked to unload  
Photo of final delivery point in relation to where truck is parked  
Photo of unload area (obstructions) if Boom delivery is required

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Carus Corporation**

2 Business name/disregarded entity name, if different from above

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**315 Fifth Street**

6 City, state, and ZIP code  
**Peru, IL 61354**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	6	-	0	8	7	7	4	0	0
---	---	---	---	---	---	---	---	---	---

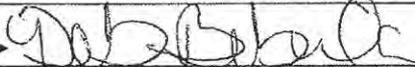
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **4-20-18**

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# *State of Florida*

## *Department of State*

I certify from the records of this office that CARUS CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 15, 2000.

The document number of this corporation is F00000002688.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on March 18, 2014, and its status is active.

I further certify that said corporation 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 Fourteenth day of April, 2014*



*Ken DeFries*  
*Secretary of State*

Authentication ID: CU9810628778

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

<https://efile.sunbiz.org/certauthver.html>



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/29/2018

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).

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

**COVERAGES**      **CERTIFICATE NUMBER: 570072127070**      **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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL4611644	07/01/2018	07/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 774-22-78	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Cost of Hire Included
C	<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 checked="" type="checkbox"/> RETENTION \$10,000			XC8CU00003181	07/01/2018	07/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014590635 (AOS)	07/01/2018	07/01/2019	<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

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

<b>CERTIFICATE HOLDER</b>  Carus Corporation PO Box 599 315 Fifth Street Peru IL 61354-2859 USA	<b>CANCELLATION</b> 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>

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570072127070





Innophos, Inc.  
259 Prospect Plains Road • Building A  
Cranbury, NJ 08512-3706  
Telephone: (609) 495-2495  
Fax: (609) 860-0138  
www.innophos.com

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July 30, 2018

ATTN: Barbie Smith  
Subject: Stuart, Florida

Carus Corporation  
315 5<sup>th</sup> Street  
Peru, IL 61354

Re: SHMP

To Whom It May Concern,

Carus Corporation is an authorized agent/seller of Innophos SHMP to the municipal water treatment market. Terms and conditions of the agreement are between Innophos and Carus Corporation and subject to review on an annual basis.

Best Regards,

A handwritten signature in black ink, appearing to read "T. Botwin".

Thomas Botwin  
Business Manager  
Innophos, Inc

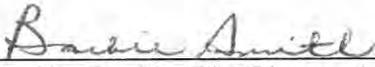


## CARUS PRODUCT WARRANTY STATEMENT

NO MATERIAL SHALL BE RETURNED WITHOUT PRIOR WRITTEN INSTRUCTIONS FROM CARUS CORPORATION, CUSTOMER SERVICE DEPARTMENT.

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof and to meet specifications.

Carus warrants that products delivered meets our standard specification for the material. If product is not compliant with our specifications, product will be replaced. It is the responsibility of the buyer to ensure that product storage and handling is in compliance with product specification sheets.

  
\_\_\_\_\_  
Barbie Smith, Bid Channel Manager

Carus Corporation  
315 Fifth Street  
PO Box 599  
Parrish, IL 61351-0599  
Tel: (815) 223-1500  
Fax: (815) 224-6697



# Certificate of Analysis



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

<b>Product</b> Sodium Polyphosphate, Crushed, Technical		<b>Lot</b> 646143	<b>- Pallets</b> - 001020	Technical
<b>Trade Name</b> Vitrafos		<b>Product Code</b> F210BG0011		<b>Ship To</b> Sample COA
<b>Order #</b>	<b>Shipment No:</b>	<b>Mfg Date</b> 21JUN2018		
<b>Customer #</b>	<b>Mfg Location</b> Waterway	<b>Shelf Life</b> 730		
<b>Customer Code</b>	<b>Retest Date</b> 20JUN2020			
<b>PO#</b>				
<b>Qty Shipped</b> LB				
<b>Carrier</b>	<b>Vehicle ID</b>	<b>Ship Date</b>		
<b>Seal #</b>				

Test	Result	Units	Min	Max
pH	7.1	pH	6.7	7.2
On 020 Mesh Percent	0.0	%		1.0
On 080 Mesh Percent	99.00	%		
T 080 Mesh Percent	1.0	%		20.0
Chain Length	11.2	units	9.0	18.0
% P2O5	67.3	%	66.0	
Insolubles	< 0.1*	%		0.1

\* Guaranteed analysis checked at intervals according to Plant Schedule

Approved By: *John E. Lucker*

Title: Quality Control Manager

Approved On: 30JUL2018

**SODIUM HEXAMETAPHOSPHATE**  
**REGULAR CHAIN**  
**TECHNICAL GRADE**

<b>DESCRIPTION</b>	Sodium Polyphosphates Glassy is an anhydrous, amorphous product. It is available in glass plates, in granular (crushed) and in powdered forms. It complies with the chemical specifications of the American Water Works Association standard B502-01. It has been certified by the NSF International for use in the treatment of drinking water at a maximum dosage of 11.1 mg/L.
<b>USES</b>	<u>Leather</u> √Water treating and preparation of hides for tanning <u>Water Treatment</u> √Sequestrant for alkali metals, corrosion control, scale control, softening, red and black water control. <u>Petroleum</u> √ Deflocculating agent in oil well drilling muds. <u>Refractory</u> √ Binding agent <u>Textile</u> √ Sequestering agent used in processing of various goods.
<b>NOMENCLATURE</b>	Sodium Hexametaphosphate Sodium Polyphosphate, Glassy
<b>FORMULA</b>	$(\text{NaPO}_3)_n \cdot n\text{Na}_2\text{O}$ ( $n$ =average chain length)
<b>CAS NUMBER (SOLUTE)</b>	68915-31-1 10124-56-8 (alternate)
<b>CAS INDEX NAME</b>	Polyphosphoric Acid, Sodium Salt Sodium Hexametaphosphate (alternate)
<b>E/INS NUMBER</b>	452 (i)

**SODIUM HEXAMETAPHOSPHATE  
REGULAR CHAIN  
TECHNICAL GRADE**

<b>RE-TEST DATE</b>	24 months (In closed containers under warehouse conditions. Protect from temperature extremes.)
<b>CERTIFICATES</b>	Includes NAFTA, NSF and others.
<b>LABEL DECLARATION</b>	Sodium Polyphosphates
<b>GRADE</b>	Technical
<b>MANUFACTURING LOCATION(S)</b>	Waterway (Chicago, IL)
<b>SHIPPING POINTS</b>	Chicago Heights, IL
<b>CONTAINERS</b>	50 lb net weight paper bags (40 bags per pallet) Super Sack (2,000 lb sack, 1 per pallet) Other containers may be available upon request

**SPECIFICATIONS**

P <sub>2</sub> O <sub>5</sub> , %	65% min.	
-----------------------------------	----------	--

**TYPICAL PROPERTIES**

pH (1% solution)	6.9		
Solubility (25° C)	Very soluble in water		
Average chain length	10		
Sieving %	Powered	Crushed	Glass
On 20 mesh	-	Trace	Plates having approximate size of:
On 60 mesh	2%	-	Width - 1/2 inch
Through 80 mesh	-	7%	Thickness - 1/8 inch
Through 100 mesh	90%	-	
Bulk density (loose) (lbs per cu/ft)	75	75	85

3/2/09

Innophos, Inc.  
P.O. Box 8000  
Cranbury, NJ 08512-8000, USA

All information is offered in good faith, without guarantee or obligation for the accuracy or sufficiency thereof, or the results obtained, and is accepted at user's risk. Nothing herein shall be construed as a recommendation for uses which infringe valid patents or as extending license under valid patents.

## SECTION 1. PRODUCT IDENTIFICATION

### 1.1 TRADE NAME (AS LABELED):

SYNONYMS:

### **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

REACH PRE-REGISTRATION #:

05-2118797653-24-0000

### 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:

ADDRESS:

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

BUSINESS PHONE:

1-609-495-2495

WEB SITE INFORMATION:

[www.innophos.com](http://www.innophos.com)

RESPONSIBLE PARTY - EU

Envigo Consulting Ltd

Woolley Road

Alconbury, Cambridgeshire PE28 4HS

United Kingdom

Info.consulting@envigo.com

Telephone (General) | +44 (0) 1954 212132

### 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 CURRENT REVISION:

April 30, 2018

DATE OF LAST REVISION:

March 7, 2014

## 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 (EU) No. 2015/830 and regulation (EC) No. 1272/2008.

**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.

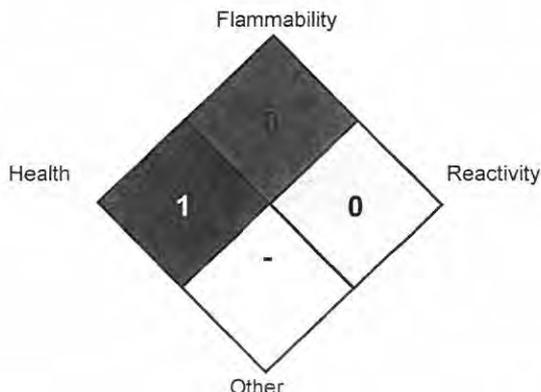
Explosion Sensitivity to Mechanical Impact: No

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.

### NFPA RATING SYSTEM



### HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH HAZARD (BLUE)			1
FLAMMABILITY HAZARD (RED)			0
PHYSICAL HAZARD (YELLOW)			0
PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8
For Routine Industrial Use and Handling Applications			

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe \* = Chronic hazard

## 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

OSHA	$\frac{TWA}{5 \text{ mg/m}^3}$	NOM 010 STPS 2015	$\frac{TWA}{3 \text{ mg/m}^3}$
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#### PARTICULATES NOT OTHERWISE REGULATED TOTAL DUST

OSHA	$\frac{TWA}{15 \text{ mg/m}^3}$	NOM 010 STPS 2015	$\frac{TWA}{10 \text{ mg/m}^3}$
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### 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/NDL 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

PREPARED BY: Chris Eigbrett

DATE OF PRINTING: April 30, 2018

MSDS to GHS Compliance

[www.MSDStoGHS.com](http://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 **Thursday, July 26, 2018** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) 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 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

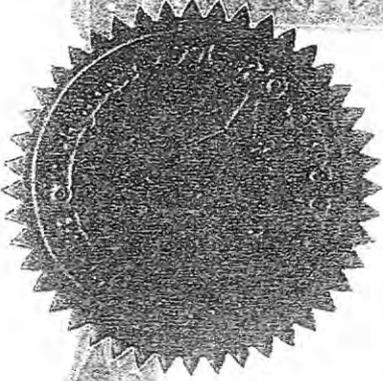
11.1mg/L

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Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 0 seconds



**SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY**

**CERTIFICATE EXPIRATION DATE: 11-06-2017**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Carus Group Inc  
of Peru, Illinois as a WBE***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

**VON: 14080027**

***Determination Date: 11-06-2014***

789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000

# *Certificate of Conformance*

This certifies that the Environmental Management System of

## **Carus Corporation, LaSalle Site**

1500 Eighth Street  
LaSalle, Illinois, 61301-3500, United States

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

### **RCMS®: 2008**

*As of Conformance date shown below:*

Manufacturing, Quality and Commercial Development facilities for U.S. manufacturing of products in accordance with the Responsible Care environmental, health, safety and security performance improvement initiative at the LaSalle Site of Carus Corporation.

**Exclusions:** None.

#### **Industrial Classification:**

NACE: DG 24.1  
IAF - EMS: 12



Certificate Number: 7Y682-RM3  
Certificate Issue Date: 05-NOV-2010  
Conformance Date: 05-NOV-2010

A handwritten signature in black ink, appearing to read 'James A. Cuff'.

**James A. Cuff, General Manager**  
NSF-ISR, Ltd.

789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000

# Certificate of Conformance

This certifies that the Environmental Management System of

## Carus Corporation

315 Fifth St.  
Peru, Illinois, 61354, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):  
**RCMS®: 2008**

*As of Conformance date shown below:*

Support and management services for the sales/marketing and U.S. manufacturing of products in accordance with the Responsible Care® environmental, health, safety and security performance improvement initiative at Carus Chemical Company.

**Exclusions:** None.

### Industrial Classification:

NACE: DG 24.1  
SIC: 2819  
IAF - EMS: 12



Certificate Number: 7Y681-RM1  
Certificate Issue Date: 05-NOV-2010  
Conformance Date: 05-NOV-2010

  
James A. Cuff, General Manager  
NSF-ISR, Ltd.

**RESPONSIBLE CARE®**  
**WASTE MINIMIZATION, REUSE AND  
RECYCLING AWARD**

THE OFFICERS AND DIRECTORS OF THE

**AMERICAN CHEMISTRY COUNCIL**

EXTEND CONGRATULATIONS TO THE MANAGEMENT AND EMPLOYEES OF

**CARUS CORPORATION  
WASTEWATER TO COOLING WATER AT LASALLE PLANT**

In recognition of significant projects in Waste Minimization, Beneficial Reuse, and Recycling  
operating in the year

2017

In witness whereof, this Certificate is signed and presented with full and sincere appreciation  
of individual and cooperative effort necessary to realize this splendid achievement



A handwritten signature in black ink that reads "Cal Darby".

PRESIDENT AND CEO



**RESPONSIBLE CARE®**  
OUR COMMITMENT TO SUSTAINABILITY



## Carus Sustainability

### General Policy

As members of the American Chemistry Council and certified under their Responsible Care Management System (RCMS)<sup>®</sup>, Carus Corporation follows the RCMS<sup>®</sup> guiding principles and is committed to protecting our environment, employees, customers, and the communities in which we operate. Carus Corporation strives for continuous improvement in environmental, health, safety and security performance and monitors key performance indicators to ensure progress. We are actively involved in community outreach, including the Community Advisory Panel (CAP). The Carus Corporation Policy is to:

- PROTECT the Environment, Employee Health, Safety and Security
- COMPLY with all Regulations
- IMPROVE- Continuous Improvement
- COMMUNICATE with stakeholders

### Recycling and Reuse

At Carus manufacturing sites, we reuse in-process streams of chemicals. The LaSalle CAIROX plant is a continuous process with various streams of in-process chemicals constantly reused, specifically potassium hydroxide, which is collected, concentrated and recycled. Even the samples used for in-process control and finished product analysis are reintroduced to the process stream for reuse. At the LaSalle and Belmont sites, millions of gallons of cooling water are recycled. Recycling programs exist at all Carus locations for toners and ink cartridges, metals, plastic, wood, paper, and super sacks. Electronic wastes, universal wastes and used oil are also recycled at all sites. These recycling programs include allowances for employees to bring in these items from home for proper recycling, reuse, or disposal.

### Energy and Emissions Reduction

Carus Corporation conducts aggressive energy reduction efforts and participates in the US Department of Energy "Save Energy Now Program". There has been a concentrated team effort in the last five years to reduce energy usage which saves natural gas and reduces emissions. The results of these efforts have been significant and are continuing to reduce our impact on the environment.

### Product Stewardship

Carus Corporation makes health, safety and environmental protection an integral part of designing, manufacturing, marketing, distributing, using, recycling and disposing of our products. We have developed product summaries, safety data sheets (SDS), risk reviews, and technical briefs which are publicly available. Technical assistance is available through our sales and marketing group and emergency assistance is available via our CHEMTREC<sup>®</sup> membership.