



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the Non-Competitive Procurement Application Worksheet in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department: Water Management Contract Liaison; Originator Name: Harold Keaton; Telephone: 312-742-1305; Date: 10/24/23; Signature of Application Author: Renee Milton

List Name of NCRB Attendees/Department: Harold Keaton, Renee Milton, Andrea Cheng (or designee Patrick Schwer)

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Carus, LLC

Contact Person: Tim Postula; Phone: 815-252-7549 (cell); Email: tim.postula@carusllc.com

Project Description: Corrosion Control Products- Liquid Blended Phosphates

This is a request for:

- Contract Type: [X] Blanket Agreement Term: 12 (# of mo), [] Standard Agreement; [] Amendment / Modification; [] Time Extension; [] Vendor Limit Increase; [] Scope Change

Department Request Approval: Andrea R. H. Cheng, Ph.D., PE, Commissioner (10/31/23); Recommended Approval: Steven M. Loboda (12/12/2023)

(FOR NCRB USE ONLY) Recommend Approval/Date: Return to Department/Date: Rejected/Date:

[X] Approved [] Rejected; CHIEF PROCUREMENT OFFICER: [Signature] (12/12/2023)



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status:

The Department of Water Management must provide a 60/40 proprietary blend of liquified polyphosphates manufactured from dry ingredients which are used to provide corrosion control of lead and copper in drinking water for the residents of the City of Chicago residents and 120 surrounding municipalities. This liquified blended phosphate is a blend of polyphosphates and orthophosphates. Further, DWM is switching to 100% orthophosphate per Illinois EPA beginning in Spring 2024, so 100% orthophosphate is also included in the specifications. The orthophosphates were bid under Requisition 401489 submitted in May 2021, as part of an attempt to procure both chemicals with Group A being the proprietary blend and Group B being the orthophosphates. This bid was advertised under RFQ # 8112 on 3/13/2023. DWM recommended that the low bidder for Group A (the proprietary blend) not be awarded the contract because they did not submit a substance that matched the specifications. In addition, the language regarding testing was not clear. This is not a substance that can be tested in a timely manner to EPA's satisfaction and in fact would take over a year to properly test. Carus LLC is the owner of this EPA approved proprietary blend of phosphate. The proposed Liquid Blended Phosphate must meet the criteria of the Standard Method for Examination of Water and Wastewater, 22nd, 24th or most current Edition, as well as AWWA Standard B507-16 or most current revision and be approved by the EPA through pipe loop testing on premise. Any potential vendor must provide Carus 8400. There can be no substitutions for this important EPA approved chemical. DWM has discussed with DPS legal the results of a possible re-bid, however this may result in similar submission of substitutes that could not possibly be tested in a timely manner and would affect the health of millions of residents.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If

so, explain the procurement history.

This is the first sole source request for this company. The history of competitive bidding has resulted in an award to Carus LLC as the low bidder

PO 186478 awarded 3/29/22 Emergency contract, Value \$1,000,000

PO 28636 awarded 11/07/2013, Value \$14,770,000.00 Expired 11/8/2022

PO 16795 awarded 7/28/2008, Value \$21,732,000.00, expired 11/28/13

PO T24807, awarded 10/01/2002, Value \$10,000,000 expired 8/31/2007

3. Explain attempts made to competitively bid the requirement.

Besides the current Requisition 401489, the prior attempts (outlined above) at competitively bidding this product have resulted in awards to Carus based on being the low bidder. Since 2008, other bidders have included Shannon Chemical and Sydry LLC. Sydry has not been competitive in pricing with their attempts and Shannon Chemical, although competitive, has presented product that is not Carus 8400 or Kjell F-25 either of which would be acceptable to Water Management.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.



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DWM has relied on the bidding process, internet research and the C2 system to assess additional bidders for this specialized chemical. Over the last 20 years, 3 companies have attempted to bid : Shannon Chemical , providing substitute blends (SLI-5240 at higher pricing) SYDRY LLC and F2 Industries LLC (also providing substitutes) even though the specs stated "no substitutes" to ChemicalSodium/PotassiumGras/Title21,Sec182.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

DWM expects that future request will be me for doing business with Carus LLC.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Future competitive bidding is not practical as DWM has made valid attempts to competitively bid this substance since 2002 in various ways. We have described the chemical without the synonym Carus8400 including with full description of the chemical product and the requirements needed for the chemical, but to no avail. Each time the companies that have attempted to bid, provide substitute items that have either been rejected as non-responsive and often at a cost at times 40% higher than the low bidder Carus.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

\$9,408,000.00 for the one year contract with extended pricing for the extension. Multiple awards are not anticipated. This funding source is corporate, city funds.

2. What is the estimated cost by fiscal year?

Not applicable

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

2023 cost is based on the unit price of 9.40 per gallon including all peripheral costs. Current price is 4.10 per gallon on PO 28636 based on a 2020 price increase.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

Not applicable

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

Based on the changes in the market for similar chemicals, most suppliers have increased their per unit pricing since 2020 due to pandemic supply issues. From DWM's research Carus LLC's pricing is competitive with what they are charging other municipalities. No negotiations are planned.

SCHEDULE REQUIREMENTS



DEPARTMENT OF PROCUREMENT SERVICES
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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

1. Explain how the schedule was developed and at what point the specific dates were known.

Ordering of the product will commence once this contract is awarded and will continue thru the end of 2024

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule

Not applicable

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

Contractor is required to deliver Liquid Blended Phosphate within five (5) calendar days [excluding Holidays,] after the City provides the order to the Contractor. In the event of an emergency, the City may provide less than five (5) days notice in providing the order and may require delivery the next day.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Competitive bids of the 60/40 proprietary blend, because of its unique composition, has not been productive or cost effective. DWM, per Illinois EPA, will be switching to 100% orthophosphate during 2024 and providing this blend under competitive bid would only delay purchasing under a contract and extend the use of Exhibit B purchasing.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.



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Carus' location, knowledge and ownership of their product make them unique and only source available for the City of Chicago Bureau of Water Supply. In addition, included in the cost for delivery and supply of the product, Carus also provides consulting support, site visits, sample analysis and ongoing assistance in monitoring. The personnel they provide have 20 years; experience in municipal water systems and most importantly experience with this unique chemical. DWM is purchasing Liquid Blended Phosphate with the Chemical Name/Synonym - Carus8400. The product must have the following properties with no substitution:

Liquid Blended Phosphate, drinking grade NSF 60 must conform to the following requirements:

Color - (Clear), Odor - (None), Taste- (None)
Freeze Thaw Stability - (Complete)

Specific Gravity $1.34 \pm 0.03 @21C$

PH: 5.0 ± 0.5

Boiling Point > 1010 degree Celsius

Freezing Point: <00 degree Celsius

Viscosity: Not available

Carus 8400 is an effective corrosion inhibitor for use in potable water and industrial systems. The intent of DWM in use of this product to provide a 60/40 blend of polyphosphates and orthophosphates which will be used to provide corrosion control of lead and copper in drinking water. The product is a liquid concentrate of exceptional purity, clarity, and stability, utilizing a broad spectrum of phosphates for better corrosion control. This particular blend lowers lead and copper levels in the delivered potable water by inhibiting corrosion in the water system. It also minimizes the occurrence of microbial-influenced corrosion, providing longer system life. It also inhibits corrosion of steel distribution system water lines, iron and galvanized piping and lead and copper plumbing. It is certified to ANSI/NSF Standard 60.

Carus is the manufacturer and owner of this proprietary blend Carus 8400 and is best suited to provide this product to the City of Chicago. Operational needs require that the delivery be made within 5 business days after the City provides an order to the Contractor. Carus has the capability and proximity to provide this delivery schedule. Proximity is also important in the event of an emergency. The City may provide less than 5 days notice in providing the order and in providing the order and may require next day delivery. Delivery will be made to the Sawyer Water Purification Plant at 3300 E. Cheltenham, Chicago IL 60649 and the Jardine Water Purification Plant, 1000 E. Ohio Street, Chicago, IL 60611. Carus has the proximity to provide next day delivery.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Not applicable.

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

Carus is the owner and manufacturer of the Carus8400 blend.



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

4. What Technical facilities or test equipment does the person or firm exclusively possess of a highly skilled nature that is vital to the job?

Carus owns and maintains NSF certified manufacturing facilities located in LaSalle IL which is less than 100 miles from the Jardine Water Purification Plant. In terms of supply of this chemical, Carus operates three similar production facilities. This is vital for required delivery time and emergency deliveries.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City? SEE ABOVE

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

Please see response to question 1

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Yes Carus 8400 is a trademarked, proprietary blend developed by the Carus Corporation, and chemicals for corrosion control must be approved by Illinois EPA through a year or more of pipe loop testing to prove.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead. Not Applicable

MBE/WBE COMPLIANCE PLAN

1. All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance

Carus has reviewed the C2 system and has attached the results of their outreach to minority vendors. DWM concurs with their request for a full waiver. Carus isolated 3 companies however, as stated in their attached letter, because the finished product and the and the manufacturing facility must be with NSF, this make subcontracting challenging. Common carriers to deliver the chemical would compromise safety by creating opportunity for contamination.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

Not Applicable



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10.4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
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ESTIMATED COST

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2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
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SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
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EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
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OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 10/24/23

Department Name: Water Management

Requisition No: 560959 Specification No: 1284326

PO No: Modification No:

Contract Liaison: Renee Milton

Telephone: 312-742-3841

Email: renee.milton@cityofchicago.org

Project / Program Manager: Harold Keaton

Telephone: 312-742-1305

Email: harold.keaton@cityofchicago.org

For Blanket Agreement the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:

- 1) **Funding:** Attach information if multiple funding lines
- 2) **Individual Contract Services:** include approval form signed by all parties
- 3) **ITGB:** If project valued at \$100,000.00 or more, attach approval transmittal sheet.

*Contract Liaison Signature: *Renee Milton*

*By signing this form, I attest that all information provided is true and accurate.

Project Title: Corrosion Control Product- Liquid Blended Phosphate

Project Description: Corrosion Control Product- Liquid Blended Phosphate, 1 year Contract with 1 year extension option, Sole Source, Carus LLC

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transtit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
01	023	0200	088	2020	0342	W705	220342		\$9,408,000.00

Check One:

New Contract Request

*By signing below, I attest the estimates provided for this contract are true and accurate.

*Project / Program Manager Signature: *[Signature]*

*Commissioner/Authorized Designee Signature: *Andrew R. Chavez*

Purchase Order Information:

Contract Term (No. of Months): 12 Months

Extension Options (Rate of Recurrence): 12 month

Estimated Spend/Value: \$ 9,408,000.00

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI

Small Order

Special Approvals Required:

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

IDOT Concurrence

Modification or Amendment

Modification Information:

PO Start Date:

PO End Date:

Amount (Increase/Reduction)

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals

No Stated Goals Waiver Request

Risk Management / EDS / IDOT

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

IDOT Concurrence (required) Yes No

Contract Type:

Architect Engineering Commodity Construction JOC SBI

Professional Services Revenue Generating Vehicle & Heavy Equipment

Work Service Joint Procurement Reference Contract

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes ___ No ___

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)

Vendor Limit Increase Requisition Encumbrance Adjustment

Other (specify):

Vendor Information

Name: Carus LLC

Contact: Tim Postula, Central Sales Manager

Address: Carus 315 5th St Peru, IL 61354

E-mail: tim.postula@carusllc.com

Phone: 815-252-7549



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/13/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 163-0105 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B: Commerce & Industry Ins Co</td> <td>19410</td> </tr> <tr> <td>INSURER C: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Ins Co.</td> <td>41718</td> </tr> <tr> <td>INSURER E: Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: Commerce & Industry Ins Co	19410	INSURER C: Everest Indemnity Insurance Company	10851	INSURER D: Endurance American Specialty Ins Co.	41718	INSURER E: Nautilus Insurance Company	17370	INSURER F:
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INSURER E: Nautilus Insurance Company	17370														
INSURER F:															
INSURED Carus LLC 315 Fifth Street P.O. Box 599 Peru IL 61354-2859 USA															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570100829921 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

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR LVWD	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"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			GL4611644	07/01/2023	07/01/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 7742278	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
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 type="checkbox"/> RETENTION			EF4CU01720231	07/01/2023	07/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	WC014590635	07/01/2023	07/01/2024	<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 : 570100829921

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

The City of Chicago is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the City of Chicago in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. The Everest Umbrella policy follows the terms, definitions, conditions and exclusions of the underlying policies (General Liability, Automobile Liability, Employer's Liability & International) unless otherwise directed by the policy. The Auto Liability policy includes Form CA9948 (Pollution Liability - Broadened Coverage for covered Autos).

CERTIFICATE HOLDER**CANCELLATION**

City of Chicago
Procurement Department
121 N. LaSalle Street, Suite 403
Chicago IL 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Carus LLC	
POLICY NUMBER See Certificate Number: 570100829921			
CARRIER See Certificate Number: 570100829921	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				EL030040778300	07/01/2023	07/01/2024	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000
E				FFX204083010	07/01/2023	07/01/2024		



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Carus LLC	
POLICY NUMBER See Certificate Number: 570100829921			
CARRIER See Certificate Number: 570100829921	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



AGENCY CUSTOMER ID: 570000020986

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Carus LLC	
POLICY NUMBER See Certificate Number: 570100829921			
CARRIER See Certificate Number: 570100829921	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Liability \$10M xs \$15M

Excess Liability \$10M xs \$15M
Carrier: Nautilus Insurance Company
Policy No FFX204083010
Policy Period: 7/1/23 to 7/1/24
Limit \$10,000,000 xs \$15,00,0000



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 189800

Date of This Filing: 10/26/2023 10:03 AM

Certificate Printed on: 10/26/2023

Original Filing Date: 10/26/2023 10:03 AM

Disclosing Party: Carus LLC

Title: Inside Sales Bid Analyst

Filed by: Ms. Melissa Trilikis

Matter: Corrosion Control Services - Liquid

Blended Phosphate

Applicant: Carus LLC

Specification #: 1284326

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Carus LLC
315 Fifth Street
PO Box 599
Peru, IL 61354
Telephone: 1-815-223-1500
Toll Free: (800) 435-6856

CARUS LLC QUOTE



DATE: October 26, 2023
QUOTE: QUO-10004-J6V6V0
REVISION: 0

SALES REPRESENTATIVE: Tim Postula

EFFECTIVE FROM:
EFFECTIVE TO:

TO: BILL TO:
CITY OF CHICAGO

CHICAGO, IL 60602
USA

SHIP TO:
CITY OF CHICAGO

CHICAGO, IL 60602
USA

CUSTOMER NUMBER: QUOTE

PRODUCT	UOM	QUANTITY	PRICE PER UNIT	EXTENDED PRICE
2400-230-CBK - CARUS 8400 BULK (CHICAGO)	Gallon	1,000,000.00	\$9.4080	\$9,408,000.00

PAYMENT TERMS: NET 60 DAYS

PRODUCTS \$9,408,000.00

SHIPPING METHOD:

TAX \$0.00

FREIGHT TERMS: FOB DESTINATION

* FREIGHT CHARGES \$0.00

TAX EXEMPT:

TOTAL \$9,408,000.00

TAX RATE (%)

COMMENTS:

THE PRICE ABOVE IS EFFECTIVE FOR A 1 YEAR TERM AGREEMENT UPON NOTICE TO PROCEED

THE PRICE ABOVE MAY BE EXTENDED FOR AN ADDITIONAL 1 YEAR TERM BASED ON MUTUAL AGREEMENT BETWEEN CARUS LLC AND THE CITY OF CHICAGO.

THE PRICE ABOVE APPLIES TO DELIVERY TO BOTH JARDINE AND SOUTH PLANTS.


ANDY JOHNSTON, PRESIDENT, CEO

Thank you for considering Carus and for the opportunity to quote your chemical needs. To place an order, please call 800-435-6856 or 1-815-223-1500 or email orders@carusllc.com. Please note our Supply Chain Service Standard <http://www.carus.slg.3whst.com/home/service-standard>.

Freight Charges include shipping and handling charges. The freight costs are current as of this date and are subject to change based on actual ship date.

In addition to the purchase price, Buyer shall pay Seller the amount of all new and additional governmental taxes, excises, duties and/or other charges (except taxes on or measured on a net income) that Seller may be required to pay with respect to the production sale or transportation of any material delivered hereunder.

This quotation is subject to our standard terms and conditions, and shall remain open for thirty (30) days unless otherwise stated above. If not accepted within thirty (30) days, Carus LLC shall have no liability or obligation under this quotation. This quotation is made for the sole purpose of sourcing the prospective buyer's purchasing needs. As such, none of the information contained herein may be disclosed to any third party without Carus LLC's written consent.

COMPANY QUOTE

These Terms and Conditions of Sale bind Company identified as the "Seller" and its customer identified as the "Buyer" regarding the purchase and sale of goods

GENERAL TERMS AND CONDITIONS

- 1. Acceptance.** Notwithstanding any inconsistency that may be embodied in your purchase order, we accept your order subject to the written contract between us. If no such contract exists, the terms and conditions contained herein and on the reverse side hereof ("General Terms"), as well as the terms and conditions relating to gas, gas cylinders and cylinder valves, to the extent applicable ("Supplemental Terms" collectively referred to with the General Terms herein as "Terms"), which Terms shall govern, and your acceptance and receipt of the goods shipped hereunder shall, without any further action, constitute assent to such Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- 2. Title and Risk of Loss.** Unless otherwise stated on the invoice, title to the goods and risk of loss shall pass to Buyer, and Seller's liability as to delivery shall cease, upon delivery of the goods to carrier at the shipping point. The carrier shall thereafter act as Buyer's agent. All goods are shipped at Buyer's risk. Buyer's receipt of any goods delivered hereunder shall be an unconditional acceptance of and a waiver by Buyer of its right to make any claim with respect to such goods unless Buyer gives Seller notice of claim within ten (10) days after such receipt. Buyer assumes all risks and liability for the results obtained by the use of any goods delivered hereunder in any further processes of Buyer or in combinations with other substances. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods at the destination.
- 3. Delivery.** Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If for any reason Buyer fails to accept delivery of goods or if Seller is unable to deliver the goods because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the goods shall immediately pass to Buyer; (ii) the goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the goods until Buyer picks it up or pays for it to be reimported, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4. Non-Delivery.** The quantity of the goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.
- 5. Limited Warranty and Limitation on Liability.** Seller warrants that goods delivered hereunder meet Seller's standard specification for the goods or such other specifications as have been expressly made as part of these Terms and that such goods are adequately contained, packaged and labeled and conforms to the promises and affirmations of fact made on the container and label. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER MAKES NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. STENOGRAPHIC AND CLERICAL ERRORS ARE SUBJECT TO CORRECTION BY SELLER WITHOUT LIABILITY. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OF PROFITS OR REVENUES, OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, NOTWITHSTANDING THE FOREGOING, NO GOODS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.
- 6. Force Majeure.** Seller shall not be liable for its failure to perform hereunder by reason of acts of God, war, civil commotion, strikes, epidemics, fires, cyclones, floods, or labor, production or transportation difficulties, shortages of goods, power, fuel, equipment, transportation or labor, or inability to obtain same without litigation or the payment of penalties, premiums or unusual prices or embargoes, providential or physical causes, existing or future, or due to any governmental law, regulation, order, request, instruction or injunction, whether valid or invalid (including but not limited to priorities, requisitions, allocations, and price adjustment restrictions) or any cause beyond the reasonable control of Seller, thereby interfering with the production, shipment or receipt of goods as herein contemplated.
- 7. Compliance with Law.** Buyer shall maintain appropriate safe handling and use procedures for the goods and will apprise its employees and customers of the hazards, proper use and handling requirements of the goods, and shall comply with the OSHA Hazard Communication Standard, as amended. Seller hereby certifies that the materials subject to this purchase order were produced in compliance with all applicable requirements of Sections 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 11 thereof. Seller shall comply with the provisions of the Fair Labor Standard Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended, and Equal Employment provisions of Executive Order 11246, as amended; 41 CFR §§ 60-1.4, 60-250.5 and 60.741.5, which equal opportunity clauses are hereby incorporated by reference, to the extent applicable.
- 8. Export Control Regulations.** All goods sold by Seller is subject to the export control laws of the U.S., and Buyer agrees not to divert or resell the goods contrary to such laws, if any license or consent of any government or other authority is required for the acquisition, carriage or use of product by Buyer, Buyer will obtain the same at its expense and provide evidence of the same to Seller on request. Failure to do so will entitle Seller in whole or in part to withhold or delay shipment, but in full to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by Seller resulting from such failure will be paid for by Buyer within ten (10) days of receipt of Seller's written request.
- 9. Indemnification.** Buyer assumes full responsibility for and liability arising out of unloading, discharge, storage, handling, use and disposal of any goods or container, including the use of such goods or container alone or in combination with other substances; compliance or non-compliance with any laws or regulations relating thereto; and damage to or destruction of returnable containers from any cause whatsoever after delivery to Buyer and until their return to Seller in good condition. Buyer shall defend, indemnify and hold harmless Seller, its representatives and employees, from and against all losses, liabilities, damages and expenses made against or incurred by Seller and its representatives and employees, arising out of any claim, suit or proceeding by any governmental agency or any third parties (including without limitation any employee of Buyer or any family member which claim, suit or proceeding alleges death, personal or economic injury or damages to any private or public property or resources caused or contributed by the goods or container. If such death, injury or damage occurs subsequent to shipment of the goods by Seller from its plant or warehouse except to the extent such is solely and directly caused by the failure of the goods to meet Seller's standard physical and chemical specifications.
- 10. Seller Specifications.** All goods, unless otherwise agreed, are to be within the limits of sizes, weights, and other specifications published by Seller and subject to Seller's standard variations.
- 11. Inspection and Rejection of Non-Conforming Goods.** Buyer shall inspect the goods within five (5) days of receipt ("Inspection Period"). Non-acceptance of Non-Conforming Goods sold to conform to special specifications must be made in writing no later than ten (10) days after delivery along with written evidence or other documentation required by Seller. Failure to do so shall be acceptance of the goods as shipped. Non-Conforming Goods means only the following: (i) goods shipped is different than identified in Buyer's purchase order; or (ii) a particular good's label or packaging incorrectly identifies its contents. In the event of any complaint, shipment shall be held intact, and a specification of objections, accompanied by tally of the alleged Non-Conforming Goods, shall be submitted directly to Seller. If requested by Seller, Buyer shall provide a requested sample of the purported Non-Conforming Goods, at Buyer's expense. If Buyer timely notifies Seller of any Non-Conforming Goods, Seller shall in its sole discretion, (i) replace such Non-Conforming Goods with conforming goods, or (ii) credit or refund the price for such Non-Conforming Goods. If full credit is allowed by Seller for non-conforming goods and unless otherwise set forth in a limited warranty or other warranty provided by Seller, the goods must be retained intact at the delivery point, and Seller shall have 90 days from the date of such allowance to dispose of such goods as it determines. Under no circumstances is the goods to be returned to Seller unless Buyer has written permission of an authorized representative of Seller to do so and obtains written instructions from Seller's order entry department. If Seller exercises its option to replace the Non-Conforming Goods, Seller shall, ship to Buyer, at Buyer's expense and risk of loss, the replacement goods. Buyer acknowledges and agrees that the remedies set forth in this Paragraph 11 are Buyer's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under this Paragraph 11, all sales of goods to Buyer are made on a one-way basis and Buyer has no right to return goods it purchased to Seller.
- 12. Cancellation.** Accepted orders are not subject to cancellation without the Seller first being reimbursed for any and all direct, out-of-pocket expenses incurred as a result of cancellation, including reasonable overhead and profit distributed to the goods subject to such cancellation.
- 13. Quantity.** For bulk goods shipments, if Seller delivers to Buyer a quantity of up to 10% more or less than the quantity set forth in Seller's confirmation of receipt of Buyer's purchase order ("Acknowledgment"), Buyer shall not be entitled to object to or reject the goods in any portion of them by reason of the surplus or shortfall and shall pay for such goods the price set forth in the Acknowledgment.
- 14. Price.** In addition to the purchase price, Buyer shall pay Seller the amount of all new and additional governmental taxes, excises, duties and/or other charges (except taxes on or measured by net income) that Seller may be required to pay with respect to the production, sale or transportation of any goods delivered hereunder. All prices are subject to change by Seller without notice unless otherwise specified.
- 15. Payment.** Buyer shall pay all invoiced amounts due to Seller within thirty (30) days of Seller's invoice. Unless otherwise stated, invoices are payable in U.S. funds at par. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off or claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
- 16. Security Interest.** Seller reserves and Buyer grants to Seller a purchase money security interest in all goods sold and any receivables or cash from resale thereof to secure the full payment and performance by Buyer of its liabilities and obligations to Seller. Buyer's shall be in default under these Terms, and the security interest created hereunder shall become enforceable if: (a) Buyer fails to pay the balance of the invoice value when due or fails to remedy any other default within ten (10) days after being notified of such default by Seller; (b) Buyer threatens, in its sole determination, the Seller, appears to or ceases to carry on its business or substantially changes the nature of its business; (c) Buyer becomes or acknowledges being insolvent, becomes bankrupt or generally takes measures to avert a compromise, an arrangement or an agreement with its creditors, or arrives at the liquidation of its assets or its bankruptcy; (d) proceedings are instituted against Buyer in order to liquidate its assets or declare it bankrupt, which are not diligently contested by Buyer and are not dismissed or cancelled within twenty-one (21) days from the date on which they are instituted; (e) a prior notice is given by a creditor purporting to hold or holding a prior claim or its intention to exercise its purported or prior claim or any other security interest, or if such right or security interest is exercised or if a secured creditor takes possession or appoints a receiver with respect to any part of the goods sold; or (f) an order of execution filed against the Buyer or a seizure is brought against the goods sold and should it not be quashed within ten (10) days thereafter Buyer acknowledges that Seller may file financing statements and agrees to execute and deliver such documents as Seller may request in order to perfect its security interest.
- 17. Termination.** In addition to any remedies that may be provided under these Terms, Seller's obligations may terminate with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due and such failure continues for five (5) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditor.
- 18. Assignment.** The respective successors and assigned parties hereto shall be bound hereby, but none of Buyer's rights or obligations hereunder shall be assigned without Seller's prior written consent.
- 19. Limitation Period.** The parties hereto agree that a limitation period of one (1) year shall apply to any disputes arising from this contract. Claims not commenced within one (1) year shall be barred.
- 20. Governing Law and Jurisdiction.** The parties hereto agree that all of the provisions of this contract and any questions concerning its interpretation and enforcement shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles, and the ordering and delivery of goods shall be deemed to be the transaction of business within the State of Illinois for purposes of conferring jurisdiction upon courts located within the State. The parties agree that any litigation arising out of this contract shall be brought only in the federal or state courts in the State of Illinois and both parties consent to jurisdiction of said courts. Buyer may not bring any action under or arising from this contract unless such action is commenced within one year after the cause of action accrues.
- 21. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 22. Amendment and Modification.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
- 23. Entire Agreement.** This order, the Terms contained herein, the Supplemental Terms, together with any documents attached hereto or incorporated herein by reference, constitutes Seller's and Buyer's entire understanding about the goods described herein.



Carus LLC
315 5th Street
Peru, IL 61354

October 26, 2023

Ms. Renee Milton
Contracts Coordinator
Department of Water Management
Jardine Water Purification Plant
1000 E Ohio Street
Chicago, IL 60611

REQUEST FOR FULL WAIVER

Dear Ms. Milton,

This letter will serve as our formal request for a full waiver of the MBE/WBE goals.

We have supplied the City of Chicago with our CARUS™ 8400 water treatment chemical product for the past 26 years ensuring the City meets the guidelines of the EPA mandated Lead and Copper Rule as set forth by the USA EPA and IL EPA. As such we are required to use only pre-approved raw materials (NSF/Food Grade) which meets stringent guidelines and specifications. The magnitude of this requirement requires that we have a safe and secure supply of raw materials for an uninterrupted supply of product to the City of Chicago. We currently have long-term contracts with our raw material suppliers to ensure that we can meet the needs of the City of Chicago. As a result of these requirements, we do not feel there is an opportunity to subcontract or direct purchase any of the work in regards to the sourcing of raw materials. We are proud to be a part of the successful treatment program in providing this corrosion control product.

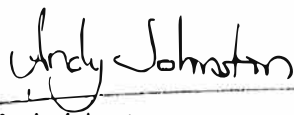
The finished product is a liquid blend of poly and ortho phosphate that requires complex chemical reactions and specific blending and filtration processes to ensure consistent, high-quality material that will meet the City of Chicago's chemical specifications. In addition, the finished product as well as the manufacturing facility must be listed with the National Sanitation Foundation (NSF) to comply with ANSI (American National Standards Institute) Standard 60-61 requirements for drinking water chemical additives. Carus LLC currently maintains an NSF listed/RCMS certified manufacturing facility in La Salle, IL. These requirements do not allow for a joint venture or subcontractor on this portion of the project.

Carus LLC owns and operates a dedicated fleet of food grade tankers that are solely used to transport Carus NSF certified products. This dedicated fleet ensures that the product is not contaminated by other products or compromised while in route to the City of Chicago. As a result of 9/11, and other recent attempts to compromise the safety of the American public, Carus utilizes only company owned equipment for the deliveries to the City of Chicago and

believes it would be irresponsible to utilize common carriers for this project. As a result, we do not feel there is an opportunity to subcontract any portion of the contract. The City of Chicago's web assistance links were searched for certified/qualified/available "minority business" and "women owned" businesses. However, due to the above, we respectfully ask that this "Full Waiver" be approved.

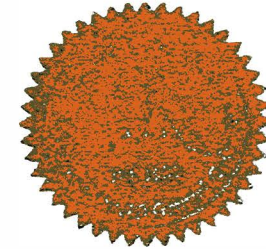
Carus LLC is a WBE Company headquartered in Peru, Illinois and has obtained WBE certification with the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission (copy attached).

Sincerely,

A handwritten signature in black ink that reads "Andy Johnston". The signature is written in a cursive style with a large, looping initial "A".

Andy Johnston
President, CEO

***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **December 16, 2023**

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:

***Condy Holdings LLC
Women Business Enterprise (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 firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 20001160

DETERMINATION DATE: December 16, 2020



CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

October 27, 2023

Aileen Velazquez
Chief Procurement Officer
Department of Procurement Services
121 N. LaSalle Street, Room 806
Chicago, IL 60602

RE: No Stated Goals Request
Carus LLC
Corrosion Control Services – Liquid Blended Phosphate
Requisition #560959; Specification No.: 1284326

Dear Ms. Velazquez:

The Department of Water Management would like to request approval for a no stated goals contract for Carus LLC. This company is the owner of a Carus™8400 is a specialized proprietary blend that has been approved by the EPA for the following for use in municipal drinking water as an essential to inhibit corrosion of pipes as water moves through the pipe system. This corrosion control treatment meets EPA mandated guidelines for Lead and Copper as set forth by the USA EPA and IL EPA. Because this is a specialized chemical, Carus uses their own fleet of Hazmat certified drivers in lieu of common carrier services.

The Department of Water Management has encouraged Carus to search our City of Chicago M/WBE website for any and all opportunities for compliance with the City's MBE/WBE ordinance. Carus has searched the C2 system and was unable to identify companies with the expertise and certification requirements needed to perform services for this contract.

Thank you in advance for your consideration. If you have any questions or require additional information in order to process this sole source request, please contact Renee Milton, Contracts Coordinator at 312-742-3841.

Sincerely,

A handwritten signature in black ink that reads "Andrea R.H. Cheng".

Andrea R.H. Cheng, Ph.D., P.E.
Commissioner

The information provided in this file is not to be used for unsolicited advertising, telemarketing, or any other unauthorized use.

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailng Address	City	State	Zip	Phone	Fax	Email	Agency	Certificate #	Ethnicity	Certified	Renewed	Expiration	Capability	Ward	Community Area	
Boston Technology LLC		Bo Long	Hung Tran	426 West Bryn Mawr	Chicago	IL	60614	426 West Bryn Mawr	Chicago	IL	60614	312-952-5812	312-952-5812	bostontech@gmail.com	Chicago	MBE	Asian American	4/22/2023	4/15/2024		6/15/2024	NAICS 334200 Other Chemical and Allied Products Merchant Wholesalers; NAICS 541110 Management and General Management Consulting Services; NAICS 541200 Advertising, Marketing, Research, and Public Relations Consulting Services; NAICS 541300 Architectural, Engineering, and Other Professional, Scientific, and Technical Consulting Services; NAICS 541400 Computer and Related Scientific and Technical Consulting Services; NAICS 541500 Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	43	Lincoln Park
H-Tec Resources, Inc	H-Tec Resources, Inc	Mark	Robinson	1081 North Waukegan Court	Evanston	IL	60120	1081 North Waukegan Court	Evanston	IL	60120	847-488-0866	847-678-4888	mark@h-tech.net	Chicago	MBE	African American	1/30/2013	2/1/2018		2/1/2028	NAICS 2820 Other Chemical and Allied Products Merchant Wholesalers; Specialty Non-Packaging (except for rotary coatings and inks), urethane primers, sealants, acrylic sealers, and mortars used in terrazzo flooring and tile and stone flooring for commercial and residential applications.	N/A	N/A
Quartz, Inc		Brandon	Eckhardt	14702 S. Harlem	Madison	IL	60445	14702 S. Harlem	Madison	IL	60445	708-597-8220	708-597-8435	br@quartz-madison.com	Chicago	MBE	Hispanic/Latino	4/17/2023	4/15/2024		4/15/2024	NAICS 2880 Other Chemical and Allied Products Merchant Wholesalers; NAICS 8240 Petroleum and petroleum products merchant wholesalers (except bulk stations, off-highway)	N/A	N/A
'Boutique' Entrepreneur LLC		Amir	Hudson	3511 North Oakdale Avenue	Chicago	IL	60634	3511 North Oakdale Avenue	Chicago	IL	60634	312-513-9902		amir@boutique.com	Chicago	MBE	African American	1/1/2023	4/1/2024		4/1/2024	MB991 - Packing and Preparing Goods for Shipping; SA1890 - Clothing Design Services; SA1411 - Business Startup Consulting Services; SA1720 - Architect Services;	38	Dunning
'Boutique' Entrepreneur LLC		Amir	Hudson	3511 North Oakdale Avenue	Chicago	IL	60634	3511 North Oakdale Avenue	Chicago	IL	60634	312-513-9902		amir@boutique.com	Chicago	WBE	African American	1/15/2023	4/1/2024		4/1/2024	MB991 - Packing and Preparing Goods for Shipping; SA1890 - Clothing Design Services; SA1411 - Business Startup Consulting Services; SA1720 - Architect Services;	38	Dunning



Carus LLC
315 5th Street
Peru, IL 61354

October 26, 2023

Ms. Renee Milton
Contracts Coordinator
Department of Water Management
Jardine Water Purification Plant
1000 E Ohio Street
Chicago, IL 60611

RE: Sole Source for Corrosion Control Services – Liquid Blended Phosphate

Dear Ms. Milton,

Carus LLC is the leading US manufacturer of phosphate-based corrosion inhibitor chemicals for use in potable water. CARUS™ 8400 water treatment chemical is a proprietary blend of orthophosphate and polyphosphates manufactured solely by Carus LLC in La Salle, IL. CARUS 8400 is NSF certified for drinking water treatment applications.

CARUS 8400 is currently a part of the City of Chicago's IL-EPA approved corrosion control treatment program, ensuring compliance with the Federal EPA Lead and Copper Program (LCR). Any deviations from the approved treatment program may require additional corrosion control testing and/or supplemental lead and copper sampling by the IL-EPA for compliance evaluation and approval.

Carus LLC maintains long-term supply agreements with leading phosphate raw material manufacturers, ensuring continuous supply of high-quality, NSF certified raw materials. We own and operate two state of the art, NSF certified manufacturing facilities located in LaSalle, Illinois and Belmont, North Carolina. We also maintain three satellite productions facilities.

Carus LLC maintains a fleet of tankers that are dedicated to supplying our Carus phosphate products to customers. In addition, our dedicated drivers maintain hazmat/over the road bulk certifications. The City of Chicago's Jardine and South Water Treatment Plants are serviced by these dedicated resources to ensure timely and secure delivery of critical water treatment chemicals to the City of Chicago.

In addition, we support our corrosion control programs with a full line of additional services, including site visits and consultations; water quality sample analysis using the latest equipment to assure accurate reporting; and ongoing monitoring service. Our trained staff of Regional Sales and Technical Service Managers average over 20 years' experience in treating municipal water systems. Carus also offers CEU credited application and safety training courses throughout the year to ensure optimum treatment and safe handling of our product(s).

We are proud to have supplied the City of Chicago with our CARUS™ 8400 water treatment chemical product for over 25 years, ensuring the City meets the guidelines of the EPA mandated Lead and Copper Rule as set forth by the USA EPA and IL EPA.

We appreciate the opportunity to serve the City of Chicago and look forward to continued success.

Sincerely,

A handwritten signature in black ink that reads "Andy Johnston". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Andy Johnston
President, CEO



CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

October 27, 2023

Aileen Velazquez
Chief Procurement Officer
Department of Procurement Services
121 N. LaSalle Street, Room 806
Chicago, IL 60602

RE: Sole Source Procurement
Carus LLC
Corrosion Control Product – Liquid Blended Phosphate
Requisition #560959; Specification No.: 1284326

Dear Ms. Velazquez:

The Department of Water Management, Bureau of Water Supply is requesting that Carus LLC, located in Peru, IL be awarded a sole source contract to deliver and supply Liquid Blended Phosphate, specifically the chemical Carus™ 8400. The estimated cost is \$9,408,000 for a one-year term.

Additionally, the reasons concerning this request is as follows:

Carus™ 8400 is a specialized proprietary blend that has been approved by the EPA for the following for use in municipal drinking water as a water treatment chemical. This chemical is an essential ingredient in water treatment along with ortho-phosphates to inhibit corrosion of pipes as water moves through the pipe system. This chemical corrosion control treatment meets EPA mandated guidelines for Lead and Copper as set forth by the USA EPA and IL EPA.

In addition, Carus has an operational proximity that will provide cost savings to the City and speed of delivery in case of emergency situations. Carus owns and operates two NSF certified facilities, one located locally in LaSalle Illinois and the other in Belmont North Carolina. All tanker drivers maintain hazmat/over the road bulk certifications. The location of an Illinois facility is an operational advantage to DWM in emergency situations.



CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

Thank you in advance for your consideration. If you have any questions or require additional information in order to process this sole source request, please contact Renee Milton, Contracts Coordinator at 312-742-3841.

Sincerely,

Andrea R.H. Cheng

Andrea R.H. Cheng, Ph.D., P.E.
Commissioner

Prepared by: *Renee Milton*

Scope of Work Detailed Specifications
Detailed Specification 1284326

General

The Contractor will furnish and deliver to City of Chicago, Department of Water Management, Chemical Building, South Water Purification Plant, 3300 East Cheltenham Place, Chicago, IL 60649 and the Jardine Water Purification Plant, 1000 East Ohio Street, Chicago, IL 60611, the proposed Liquid Blended Phosphate as may be required and in accordance with the terms and conditions of this specification.

Scope

The Intent of this Contract is to provide a 60/40 proprietary blend of liquefied polyphosphates (Blended Phosphate) manufactured from dry ingredients which will be used to provide corrosion control of lead and copper in drinking water under a one year term agreement.

The proposed Liquid Blended Phosphate must meet the criteria of the Standard Method for Examination of Water and Wastewater, 24th or most current Edition, as well as AWWA Standard B507-16 or most current revision. Any deviation from these specifications must be noted and attached to the bid specification with the exact nature of change outlined in sufficient detail.

The Contractor must have the capacity and knowledge to monitor and maintain the quality control of the Liquid Blended Phosphate provided under this Contract. The materials provided under this Contract must be as described in the Detailed Specification (exact deliverance of the particular needs by a vendor), and no substitutes are allowed. This blend of phosphates has no substitutes but to deliver product to the satisfaction of this Specification. Contractor must maintain and have access to sufficient quantities in order to ensure continued supply in the event of regional catastrophe.

Product

Liquid Blended Phosphate

Chemical Name/Synonyms: Chemical Sodium/Potassium Gras/Title 21, Sec 182. Carus8400 blend ONLY.

For the blended phosphate, the contractor will indicate a guaranteed (30±2) % total phosphate, in each ton of liquid blended phosphate solution. No proposal of less than 28% total phosphate will be acceptable. The blended Phosphate will have 40% Ortho Phosphate.

Material

Liquid Blended Phosphate, drinking grade NSF 60 must conform to the following requirements:

Color - (Clear)

Odor - (None)

Taste - (None)

Freeze Thaw Stability - (Complete)

Specific Gravity: 1.34 ± 0.03 @21C

PH: 5.0 ± 0.5

Boiling Point: $>101^{\circ}$ degree Celsius

Freezing Point: $<0^{\circ}$ degree Celsius

Viscosity: Not available

Impurities: The liquid blended phosphate supplied under this specification must contain no mineral or organic substances in quantities capable of producing injurious effects upon the public consuming the water treated with the chemical. This material must have National Sanitation Foundation approval for potable water treatment. The Orthophosphate as PO_4 must not be less than (12 ± 0.8) % by weight of the solution.

Clarity: The liquid blended phosphate - NEAT solution will weigh no less than 11.2 lbs./gallon. The pH must not be less than (5.0 ± 0.5) . The specific gravity must not be less than (1.34 ± 0.03) at $70^{\circ}F$ ($21^{\circ}C$). Water soluble matter (excluding phosphate) must not be greater than 0.1% by weight of total solution. Total phosphate as PO_4 must not be less than $(30 \pm 2\%)$ by weight of the solution. The total phosphate must not contain less than 40% orthophosphate. This percentage is determined by the ratio of orthophosphate to total phosphate measured as, PO_4 in the liquid solution. There must be no zinc ion in the solution. The sodium and potassium ions are the only metals allowed in ortho and polyphosphate blend.

Additional Requirements

Delivery

Contractor is required to deliver Liquid Blended Phosphate within five (5) calendar days [excluding Holidays,] after the City provides the order to the Contractor. In the event of an emergency, the City may provide less than five (5) days notice in providing the order and may require delivery the next day. Delivery must be made by truck. Contractor must deliver Liquid Blended Phosphate to the City of Chicago, to the following Department of Water Management facilities, unless otherwise indicated on the order:

FACILITIES/LOCATIONS:

Department of Water
Sawyer Water Purification Plant • Chemical Building
3300 East Cheltenham
Chicago, Illinois 60649
Contact: Chief Filtration Engineer (312) 747-0382

Department of Water
Jardine Water Purification Plant, Chemical Building
1000 East Ohio
Chicago, Illinois 60611

Contact: Chief Filtration Engineer (312) 742-1305

Delivery of the Liquid Blended Phosphate must be made [within five (5) calendar days of the order, excluding Holidays, or the calendar day after the order in the event of emergencies, as applicable] at Jardine Water Purification Plant between the hours of 2:00 PM to 6:00 AM, Monday through Thursday, 2:00 PM to 10:00 PM on Friday and Saturday], and 10:00 PM to 6:00 AM on Sunday . At Sawyer Water Purification Plant the standard hours will be 6AM to 1PM Monday through Friday.

During the testing period at Sawyer Water Purification Plant, the Bulk Orthophosphate in totes will be tested for orthophosphate concentration prior to acceptance.

The Contractor must provide, at the time of delivery, duplicate copies of a delivery ticket for every load of Liquid Blended Phosphate delivered. Delivery tickets must be signed by an authorized representative of the Department of Water Management and an authorized representative of the Contractor. Standard bill of lading tickets must be used for permanent records of the empty weights of vehicles transporting the material and will include the weight of the material. The total loaded weight must not exceed State of Illinois limits. Scales used to determine load weights must be certified by the State of Illinois and the City of Chicago, Department of Business Affairs and Consumer Services.

The City may change the delivery facilities/locations to another facility/location or add other facilities/locations, at the discretion of the Commissioner. The Contractor must deliver Liquid Blended Phosphate to a new delivery facility/location at the same price and under the same terms and conditions as was done for the original delivery facility/location. Contractor will be notified in writing of the changes or additional delivery site(s). Each plant will be in charge of the procedures for delivery to its site

Inventory/Lead Time

The Department of Water Management estimated usage is approximately 1 1/2 to 2 truckloads per week for each location. The truck load estimated equivalent is 40,000 – 45,000 pounds per truck. Approximately 4-6 truck loads are to be delivered per month per location.

The Contractor must maintain an inventory of sufficient quantity of Liquid Blended Phosphate as to ensure the delivery of any Liquid Blended Phosphate ordered by the City as specified herein. In lieu of the inventory, the Contractor must be able to arrange prompt delivery.

Failure of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this contract and may further affect the Contractor's eligibility for future contract awards.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

The Contractor will submit an affidavit by the true producer of the Blended Phosphate stating the Manufacturer has committed a sufficient quantity to supply The City of Chicago for a two year period on the true producer's letter head at the time of bid

Return Policy

The Contractor will pick up empty drums, totes, etc. of Liquid Blended Phosphate at the time of delivery of new product. This service will be provided at no cost to the City. In the event of Contract expiration or termination, the City may provide the Contractor with written notice of any items that need to be removed, and the Contractor must pick up the items within 60 days of the City's written notice to remove the items.

Safety Data Sheet

Safety Data Sheet must be submitted prior to Contract award for any substance described In the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish a Safety Data Sheet for the Liquid Blended Phosphate

Compliance with FEMA Regulations

If a disaster is declared in Illinois pursuant to "Federal Disaster Assistance for Disasters Declared on or after November 23, 1988," 44 CFR 206 1 et seq, ("Regulations") which is incorporated by reference as if fully set forth here, Contractor is subject to and must conform with all the terms and conditions of the Regulations with respect to all goods, services and work provided to the City under this Agreement and the terms set forth In the Regulations, the terms and provisions in the Regulations take precedence over the terms and conditions in this Agreement, except to the extent that this Agreement contains provisions more favorable to the City, State of Illinois or federal government or onerous to Contractor. Contractor must not by action or omission cause the City to be In violation of the Regulations or in breach of the terms and conditions of any applicable agreement between the City and either the Federal Emergency Management Agency or the Illinois Emergency Management Agency.

Testing and Sampling

In order to determine that the proposed Liquid Blended Phosphate conforms to these specifications, the City reserves the right to test and/or inspect the proposed product. The contractor must furnish and deliver upon request by the Chief Procurement Officer, two (2) samples of the proposed Liquid Blended Phosphate in a four (4) ounce plastic liquid container bottle within five (5) calendar days from the receipt of notice. All samples must be delivered F.O.B., City of Chicago, Department of Water Management, Jardine Purification Plant, 1000 East Ohio St., Chicago, IL. 60611 The sample(s) must be tagged or labeled with the company name, address and City, and Specification number. Failure to send a sample within this time period will be cause for rejection of the bid for being non-responsive to this requirement.

The City reserves the right to take samples prior to and during the term of this contract from any lot. Any samples which do not meet minimum specifications can be rejected and will serve as rejection for the entire lot and removed at the cost of the Contractor. A decision by Commissioner to reject or accept any lots and/or samples will be final. All testing and inspection will be under the jurisdiction of the Commissioner. Testing will conform to applicable ASTM and Standard Methods for Examination of Water and Wastewater (most current revision) methods.

Other tests and measurements may also be performed throughout the Contract term, as determined by the City.

The City will not be liable for the condition of the sample, if the contractor requests return of the sample. The cost to furnish and deliver the samples will be borne by the contractor.

Inspection and Rejection

Samples of Liquid Blended Phosphate must be submitted under this specification for analysis at the time of delivery in accordance with the ANSI/NSF standard 60, Standard Methods for Examination of Water and Waste Water (most current edition) .

If the Liquid Blended Phosphate in any tank fail to meet the requirements of this specification, the entire content of the tank truck will be rejected, and the cause of the rejection stated. In addition, if after unloading the contents of a tank truck into a receiving tank that may have approved liquid in it, and the contents of the tank truck are found not to meet the specifications, the entire contents of the receiving tank will be considered contaminated and rejected. If the Contractor desires a retest, he must notify the Chief Procurement Officer within three (3) days. A portion of the sample taken by the city will then be forwarded for a retest at a laboratory agreed upon by both parties. The result of the retest will be accepted as final. All expenses attached to the retest will be borne by the Contractor.

Any rejected Liquid Blended Phosphate must be removed by the Contractor immediately when so ordered by the Chief Procurement Officer, at the Contractor's expense. The Contractor will also be required to issue the City a credit for any previously paid for liquid that may have been contaminated in a receiving tank.

Responsibility with Inspection

Notwithstanding any requirements for inspections and/or tests contained within the Detailed Specifications of this document, the Contractor must perform any inspections and test required to substantiate that the Liquid Blended Phosphate provided under the contract conform to the specifications and contract requirements listed herein, including any technical requirements for the manufacturer's test procedures and ratings specified herein.

Facility Inspection

The Department of Water Management will perform annual inspections of the Manufacturing Facility if deemed necessary by the Commissioner. The inspection will be performed by up to and no more than two (2) Department of Water Management personnel. The inspection will be performed on one (1) or two (2) business days but not to exceed two (2) Business days as needed to observe the Contractor's operation.

Materials Inspection and Responsibility

The City, by its Chief Procurement Officer, will have a right to inspect any material to be used in carrying out this contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor will be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Chief Procurement Officer and must be replaced by the Contractor at no cost to the City.

Any materials or components rejected must be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

Warranty

The Contractor must furnish an original product warranty for the Liquid Blended Phosphates provided under this Contract in accordance with the standard product warranty regularly supplied.

In addition to an original product warranty and any other warranty in the Contract at a minimum, the Contractor hereby warrants for a period of six (6) months from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all/any Liquid Blended Phosphate required or made necessary by reason of defective material or by reason of non-compliance with these specifications. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail. This warranty period shall survive payment and use in the drinking water process.