

COPY

CITY OF ANN ARBOR
INVITATION TO BID



Water Treatment Chemical - Sodium Hexametaphosphate (SHMP)

ITB No. 4786

Due Date: April 14, 2026 by 2:00 P.M. (Local Time)

Water Treatment Services

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of the chemical sodium hexametaphosphate (SHMP) for use by the City's Water Treatment system based on the specifications provided herein. The City typically orders 400 CWT or 800 fifty-pound bags once per year. At this time, estimated start date is on or before July 1, 2026.

The pricing provided for this ITB shall be firm for one (1) year. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for three (3) additional one (1) year periods not to exceed four (4) years in total. Any price adjustments in shall be tied to the producer price index for basic chemical manufacturing (PPI code 3251) and renewals will be evaluated if they are in the best interest of the City.

Sodium hexametaphosphate (SHMP) must be supplied to the City of Ann Arbor Water Treatment Plant, fob destination, freight prepaid and be protected from the weather. Each bidder shall provide the City of Ann Arbor with a complete copy of the U.S. Department of Occupational Safety & Health Administration Safety Data Sheet (SDS) and a typical specification sheet for the product with each product bid.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on a clearly marked "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarifications / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **April 6, 2026 by 5:00 P.M. (local time)** and should be addressed as follows:

Specification/Scope of Work questions emailed to Becky Lahr, Drinking Water Quality Manager, Water Treatment Services Unit at RLahr@a2gov.org

Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to

take advantage of errors, omissions or discrepancies in the specifications.

Site Inspection

On or prior to April 6, 2026, a bidder may inspect the City's site and equipment. Inspections are highly encouraged and are by appointment only during business hours (9:00 a.m. to 3:00 p.m). Appointments can be scheduled by email to Becky Lahr, Drinking Water Quality Manager, Water Treatment Services Unit at RLahr@a2gov.org. No appointments will be scheduled after the deadline.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **April 14, 2026 by 2:00 P.M. (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original printed bid and one (1) bid copy in a sealed envelope clearly marked: ITB No. 4786 – Water Treatment Chemical – Sodium Hexametaphosphate (SHMP).

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

The following forms provided within this ITB Document should be included in submitted bids.

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm

(except holidays). The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the Offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective Offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment.

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that

help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

Chemical Delivery or Supply Insurance Requirements

Insurance: Vendor shall procure and maintain the following insurance during the term of this contract and its performance:

(1) Worker's compensation insurance as required by law; and automobile insurance (for all owned, hired, and non-owned vehicles) with \$1,000,000 limit;

(2) Commercial general liability insurance, written on a per occurrence basis with \$1,000,000 in coverage per occurrence and \$2,000,000 aggregate;

(3) Umbrella liability insurance over all other required insurance, written on a per occurrence basis with \$1,000,000 limit;

(4) Contractor pollution liability insurance, written on a per occurrence basis, with \$1,000,000 limit; including products pollution liability and transportation pollution liability for all deliveries.

For all required insurance, the City shall be named an additional insured without added exclusions or limiting endorsements that diminish the City's protections. Further, all insurers shall be authorized to do business in Michigan, and shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V." All required insurance shall be primary to any insurance the City has (including self-insured retention), and any insurance or retention the City has shall not be required to contribute. For itself and all of its insurers, vendor waives its right to recover against the City for liabilities for which the City has insurance. Vendor shall furnish to the City endorsements from its insurers unconditionally entitling the City to 30-days' notice of cancellation or non-renewal, except that in the case of cancellation or non-renewal due to non-payment of premiums, 10-days' notice is sufficient. Vendor shall furnish the City proof of its compliance with these insurance requirements upon demand, through City-approved means (currently MyCOI). Compliance with this section is a condition of City's payment to vendor. Vendor should add registration@mycoitracking.com to its safe-senders list.

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered 0, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

Bidder further agrees that the cited provisions of Chapter 14 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 9th DAY April OF , 2026.

Carus LLC
Bidder's Name

315 Fifth Street, Peru, IL 61354
Official Address

800-435-6856
Telephone Number


Authorized Signature of Bidder

Barbie Smith/Inside Sales Manager
(Print Name of Signer Above)

bids@carusllc.com
Email Address for Award Notice

SPECIFICATIONS

CITY OF ANN ARBOR STANDARD SPECIFICATIONS FOR SODIUM HEXAMETAPHOSPHATE (SHMP)

This standard pertains to sodium hexametaphosphate (glassy sodium polyphosphate) for use in the treatment of municipal water supplies.

PART 1: General Information

Part 1.1 Definitions

The following definitions shall apply in this standard:

Manufacturer: Any party that produces sodium hexametaphosphate as covered by this standard.

Purchaser: Any party that enters into a contract, either written or verbal, to purchase sodium hexametaphosphate in accordance with the provisions of this standard.

Vendor: Any party that enters into a contract, either written or verbal, to supply sodium hexametaphosphate for purchase in accordance with this standard.

Sodium Hexametaphosphate: A glassy solid that is a soluble phosphate containing Na₂O and P₂O₅ in a ratio of approximately 1.1 to 1 respectively. The product is actually an amorphous chain of polyphosphates with the formula $\text{Na}_n + 2\text{P}_n\text{O}_{3n+1}$. The average of n is approximately 10-16.

Part 1.2 Affidavit of Compliance

The purchaser requires an affidavit from the vendor that the sodium hexametaphosphate furnished under the purchaser's orders meets or exceeds the specifications of this standard and ANSI/AWWA B502-23 and conforms to NSF/ANSI Standard 60.

Part 1.3 Rejection

Notice of Nonconformance. If the sodium hexametaphosphate does not meet the requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the vendor within 10 working days of receipt of the shipment at its point of destination. The results of the purchaser's test shall prevail unless the vendor notifies the purchaser within five working days of receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the purchaser shall forward to the vendor one of the sealed samples taken in accordance to Section 3.2 of this standard. In the event that the retest results do not agree with the test results of the purchaser, the other sealed sample shall be forwarded to a referee laboratory agreed upon by both parties for analysis. The results of the referee laboratory's analysis shall be considered final. If the shipment is found to be in compliance with this standard, then the cost of the referee laboratory shall be assumed by the purchaser. If the shipment is found not to meet the specifications of this standard, the cost of the referee laboratory shall be assumed by the vendor.

If the material delivered is found to not meet the requirements of this standard, the responsibility

of removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

PART 2: Specifications

Sec. 2.1 Physical Requirements

Sodium hexametaphosphate supplied under these specifications may be broken glassy plates, approximately one-sixteenth to one-fourth inch thick and pieces not larger than 2 x 2 inches.

Sec. 2.3 Chemical Requirements

Sodium hexametaphosphate shall contain not less than 60 percent phosphorus pentoxide (P_2O_5), 26.2 percent phosphorus (P), or 80.4 percent phosphate (PO_4) on an as-is basis.

The pH of a one percent solution of sodium hexametaphosphate shall be in the range of 5.8-7.3.

Sec. 2.4 Calculations

Percent P_2O_5 can be expressed as percent P content by multiplying P_2O_5 by 0.437.

Percent P_2O_5 can be expressed as PO_4 content by multiplying P_2O_5 by 1.34.

Sec. 2.5 Impurities

The sodium hexametaphosphate provided under this standard shall contain no soluble or insoluble material, either organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with sodium hexametaphosphate. Furthermore, the sodium hexametaphosphate supplied under this specification shall conform to NSF/ANSI standard 60/61 and the vendor shall provide an affidavit attesting to this conformance.

Water-insoluble matter in the material shall not exceed 0.1 percent by weight.

This standard applies to sodium hexametaphosphate that is prepared by conventional and accepted methods of production. If other methods or raw goods are used in its production, impurities may be present, and this would be inconsistent with good water treatment practices. Additional testing by the manufacturer or vendor may be required by the purchaser to ensure that the sodium hexametaphosphate meets the requirements of this standard and is suitable for water treatment. The additional tests shall be in accordance with product evaluation analysis methods listed for the product available from the manufacturer.

PART 3: Marking and Shipping

Part 3.1 Marking

Each package shall be marked legibly with the net weight of the contents, the name of the manufacturer, the name of the material and the brand name, manufacturing code, and any labels required by local, state and federal authorities.

Part 3.2 Sampling

Samples shall be taken at the point of destination, in accordance to AWWA B502-23.

Sec. 3.3 Shipping and Packaging

The material shall be shipped in 50-pound net weight multi-walled, moisture-proof bags. The net weight reported on each bag shall not deviate from the reported weight by more than 1.0 percent.

The pallets, on which the material is delivered, shall be no wider than 40" on the side that is approached by the pallet jack or fork lift.

Shipments shall be received in covered motor freight lots, F.O.B. Ann Arbor, MI, and be protected from the weather. They shall be delivered in a dry condition and shall have not been previously wet or subject to undue dampness, nor contain more than 2 percent broken packages.

Each shipment shall be subject to scheduling by the purchaser and shall be in truckload lots.

Each bidder shall state all conditions as to minimum shipment and others. Each shipment is to be invoiced separately. The vendor shall give notice, prior to delivery, of the approximate time and date of delivery of each shipment to the purchaser.

PART 4: Testing Procedures

All testing shall be done in accordance to the most current and applicable AWWA standard for sodium hexametaphosphate.

P₂O₅ and pH are good indicators of the overall quality of sodium hexametaphosphate.

BID FORM

VENDOR NAME: Carus LLC

All Bidders shall submit pricing in the format requested

	<u>PRICE</u>
SODIUM HEXAMETAPHOSPHATE	\$ <u>152.00</u> CWT.
FREIGHT	\$ <u>9.00</u> CWT.
TOTAL DELIVERED COST	\$ <u>161.00</u> CWT.

Please indicate surcharges, and any other additional freight charges such as that assessed for "Frost Law" load restrictions appropriately.

Additional freight costs during Road Weight Restrictions: \$ N/C CWT.

INVOICE TERMS: Discount of 0 % or \$ 0 will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

ALL SHIPMENTS WILL BE F.O.B. DESTINATION, FREIGHT PREPAID.

QUANTITY: The City typically orders 400 CWT or 800 fifty-pound bags once per year. This quantity is for estimating purposes only, not a guarantee of actual usage.

SPECIFICATIONS: Please include the typical specifications of your product with your bid to demonstrate your product quality, especially pertaining to specifications in section 2.

Each bidder shall provide the City of Ann Arbor with a complete copy of the U.S. Department of Occupational Safety & Health Administration Safety Data Sheet (SDS) for each product bid.

REFERENCES: Please list at least three (3) entities for which you have done similar work:

<u>Organization</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
1. City of Decatur	1155 S. Martin Luther King Dr., Decatur, IL 62521	Chaundra Smith	217-424-2834
2. City of Hollywood	3441 Hollywood Blvd., Hollywood, FL 33021-6910	Luis Montoya	954-967-4230
3. City of Coral Springs	9500 W. Sample Rd. Coral Springs, FL 33065	Nicholas Caradonna	954-344-1103

GENERAL CONDITIONS

ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

PURCHASE ORDER

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

The terms and conditions of the Purchase Order are provided herein.

CONTRACT TERM

The pricing provided for this ITB shall be firm for one (1) year. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for three (3) additional one (1) year periods not to exceed four (4) years in total. Price increases shall be tied to the producer price index for basic chemical manufacturing (code 3251). The vendor shall provide written notice upon renewal that they intend to exercise the price escalation provision and provide documentation of the calculation of price increase.

The price increase shall be calculated as follows:

Price Increase =
Current Bid Price x
Percentage Difference between PPI Data at Month/Year of ITB Acceptance and Month/Year of Price Increase

PPI Source:

<https://data.bls.gov/PDQWeb/pc>

Example:

Bid Price = \$10/ton

PPI at ITB acceptance (1/1/2015) = 272.8

PPI at Increase Request Date (1/1/2017) = 292.3

Difference as a percentage = 7.1%

New acceptable price = \$10.71

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this document:

Tax Exemption: The City of Ann Arbor ("City") is tax exempt: FEIN # 38-6004534.

Acceptance of Contract: This purchase order is the City's contract to purchase the goods or services attached to this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods or materials ordered herein that occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Vendor must properly package goods to prevent damage. The City will not accept damaged goods. The City reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at Vendor's cost, with no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If goods sold and delivered to the City hereunder are protected by an applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against the City by any person on account of the use or sale of such goods by the City in violation of such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations and standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer any part of this contract without the written consent of the City, acting through an authorized agent. Any unauthorized assignment may subject the Vendor to immediate termination.

Laws Governing, Severability: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future law, such term shall be fully severable, and the remaining terms shall not be affected and shall remain in full force and effect.

Prevailing Wage: Vendor must comply with applicable prevailing wage requirements, including the Davis-Bacon Act.

Living Wage: Vendor must comply, when applicable, with the City's Living Wage Ordinance (Chapter 23, City Code).

Non-Discrimination: Vendor must comply with all applicable state, federal, and local non-discrimination laws, including MCL 37.2209 and Chapter 112 of City Code.

Indemnification: To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney fees, resulting or alleged to result from any act or omission associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City's payment terms are "net 30." The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices under this contract shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly list item descriptions, quantities, and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the "net 30" begin once the invoice is received by City Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable laws, regulations, rules, and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform, or strictly adhere to any covenant, condition or representation contained within this contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within 10 business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate this contract immediately without the requirement of further notice.



Vendor Conflict of Interest Disclosure Form


All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee
	<input type="checkbox"/> Interest in vendor's company
	<input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Carus LLC	800-435-6856	
Vendor Name	Vendor Phone Number	
	4/9/2026	Barbie Smith/Inside Sales Manager
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Carus LLC

Company Name

Barbie Smith
Signature of Authorized Representative

April 9, 2026

Date

Barbie Smith/Inside Sales Manager

Print Name and Title

315 Fifth Street, Peru, IL 61354

Address, City, State, Zip

800-435-6856 / bids@carusllc.com

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.



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

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Managers of Condy Holdings LLC effective 10 December 2025 and are still in full force and effect as of the date below pertaining to persons authorized to act for Condy Holdings LLC and its member companies, including Carus LLC.

WHEREAS, the Board desires to grant to certain Company officers and managers specific spending authority necessary to the day-to-day performance of their respective functions (Exhibit 1 attached hereto; and

IT IS RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer and manager spending authorizations included in the "CONDY HOLDINGS LLC AUTHORIZATION LEVELS – 10 December 2025," attached hereto as Exhibit 1.

In witness whereof I have hereunto set my hand as Assistant Secretary of Condy Holdings LLC on this 9th day of April 2026.

Amy Berggren
Asst. Secretary



EXHIBIT 1

CONDY HOLDINGS LLC
AUTHORIZATION LEVELS – 10 December 2025 ***

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

NOTES:

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

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

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

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



AFFIDAVIT OF COMPLIANCE

Sodium Hexametaphosphate

Sodium Hexametaphosphate conforms to all applicable AWWA Standards.

Certified by ANSI/NSF Standard 60:
Drinking Water Treatment Chemical-Health Effects

A handwritten signature in black ink, appearing to read 'Shane Schultz', written over a horizontal line.

Shane Schultz,
Product Manager, Catalysts & Phosphates

VITRAFOS® SODIUM HEXAMETAPHOSPHATE (TECH) REGULAR CHAIN

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

TYPICAL PROPERTIES:

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

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

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

*These parameters are listed in the COA.

Regulatory: Technical grade
 AWWA Standard B-502-01
 NSF/ANSI Standard 60 for maximum use level at 11.1 mg/L
 USMCA

Storage: Store under normal warehouse conditions
 Protect from temperature extremes

Additional information: Retest date: 730 days from the date of manufacture

Contact information: Customer service: 1-800-243-5052
 Email: customerservice@innophos.com

Document Number: CRAN-PDS-0290
 Effective Date: February 2025

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

SECTION 1. PRODUCT IDENTIFICATION

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

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

CAS#EC NUMBER:

68915-31-1

272-808-3

1.2 PRODUCT USE:

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

1.3 MANUFACTURER'S NAME:ADDRESS:BUSINESS PHONE:WEB SITE INFORMATION:**Innophos, Inc**

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

1-609-495-2495

www.innophos.com

1.4 EMERGENCY PHONE NUMBERS:

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

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

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

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

DATE OF PRIOR REVISION:

March 31, 2023

DATE OF LATEST REVISION:

December 4, 2025

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. 2020/878 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:

Endocrine Disruptor Information: This product does not contain chemicals on the Candidate List of substances of very high concern for Authorisation.

SECTION 3. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients:	WT %	CAS#	EINECS #	Hazard Classification
Polymetaphosphoric 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:

Water Spray: Yes	Carbon Dioxide: Yes
Foam: Yes	Dry Chemical: Yes
Halon: Yes	Other: Any "C" Class

5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:

Under normal use, no special measures are required.

Explosion Sensitivity to Mechanical Impact: No

Explosion Sensitivity to Static Discharge: No

5.3 SPECIAL FIRE-FIGHTING PROCEDURES:

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

SECTION 6. ACCIDENTAL RELEASE MEASURES

6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

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

6.2 ENVIRONMENTAL PRECAUTIONS:

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

6.3 SPILL AND LEAK RESPONSE:

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

SECTION 7. HANDLING and STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

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

7.2 STORAGE AND HANDLING PRACTICES:

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

7.3 SPECIFIC USES:

See Section 1.2.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

8.1 EXPOSURE PARAMETERS:

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

PARTICULATES NOT OTHERWISE REGULATED RESPIRABLE FRACTION

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

PARTICULATES NOT OTHERWISE REGULATED TOTAL DUST

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

8.2 EXPOSURE CONTROLS:

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

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

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

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

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

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

SECTION 9. PHYSICAL and CHEMICAL PROPERTIES

9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

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

ODOR: Odorless

ODOR THRESHOLD: Not Available

pH: 7

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

BOILING POINT: Not Available
FLASH POINT: Not available
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

9.2.1 INFORMATION WITH REGARD TO PHYSICAL HAZARD CLASSES

EXPLOSIVES: Not Available
FLAMMABLE GASES: Not Available
AEROSOLS: Not Available
OXIDISING GASES: Not Available
GASES UNDER PRESSURE: Not Available
FLAMMABLE LIQUIDS: Not Available
FLAMMABLE SOLIDS: Not Available
SELF-REACTIVE SUBSTANCES AND MIXTURES: Not Available
PYROPHORIC LIQUIDS: Not Available
PYROPHORIC SOLIDS: Not Available
SELF-HEATING SUBSTANCES AND MIXTURES: Not Available
SUBSTANCES AND MIXTURES, WHICH EMIT FLAMMABLE GASES IN CONTACT WITH WATER: Not Available
OXIDISING LIQUID: Not Available
OXIDISING SOLID: Not Available
ORGANIC PEROXIDES: Not Available
CORROSIVE TO METALS: Not Available
DESENSITISED EXPLOSIVES: Not Available
GASES UNDER PRESSURE: Not Available

9.2.2 OTHER SAFETY CHARACTERISTICS

MECHANICAL SENSITIVITY: Not Available
SELF-ACCELERATING POLYMERISATION TEMPERATURE: Not Available
FORMATION OF EXPLOSIBLE DUST/AIR MIXTURES: Not Available
ACID/ALKALINE RESERVE: Not Available
EVAPORATION RATE: Not Available
MISCIBILITY: Not Available
CONDUCTIVITY: Not Available
CORROSIVENESS: Not Available
GAS GROUP: Not Available
REDOX POTENTIAL: Not Available
RADICAL FORMATION POTENTIAL: Not Available
PHOTOCATALYTIC PROPERTIES: Not Available

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 ENDOCRINE DISRUPTING PROPERTIES:

No specific data available on this product.

12.7 OTHER ADVERSE EFFECTS:

No specific data available on this product.

12.8 WATER ENDANGERMENT CLASS:

May be water endangering in accordance with EU Guideline 91/155-EWG. Do not allow product to reach ground water, water course or sewage system. At present there are no ecotoxicological assessments for this product.

SECTION 13. DISPOSAL CONSIDERATIONS**13.1 WASTE TREATMENT METHODS:**

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

13.2 EU WASTE CODE:

Not determined.

SECTION 14. TRANSPORTATION INFORMATION**US DOT, IATA, IMO, ADR:**

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

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

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

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

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

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

SECTION 15. REGULATORY INFORMATION**15.1 SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS SPECIFIC FOR THE SUBSTANCE OR MIXTURE:****UNITED STATES REGULATIONS:**

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

U.S. SARA 311/312: None

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

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

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

OTHER U.S. FEDERAL REGULATIONS: None known

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

15.2 CANADIAN REGULATIONS:

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

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:

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

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

15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

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

See Section 2 for Details

CHEMICAL SAFETY ASSESSMENT :

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

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

15.5 JAPANESE INFORMATION FOR PRODUCT:

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

15.6 INTERNATIONAL CHEMICAL INVENTORIES:

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

Asia-Pac: Listed

Australian Inventory of Chemical Substances (AICS): Listed

Korean Existing Chemicals List (ECL): Listed

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

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

Swiss Giftlist List of Toxic Substances: Not Listed

U.S. TSCA: Listed

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

SECTION 16. OTHER INFORMATION

HMIS Rating (Scale 0-4)

Health hazard: 1

Flammability: 0

Physical Hazard: 0

NFPA Rating (Scale 0-4)

Health hazard: 1

Flammability: 0

Physical Hazard: 0

Abbreviations and acronyms

ACGIH	<i>American Conference of Governmental Industrial Hygienists</i>
CFR	<i>Code of Federal Regulations</i>
DOT	<i>Federal Department of Transportation</i>
GHS	<i>The Globally Harmonized System of Classification and Labelling of Chemicals</i>
HMIS	<i>Hazardous Material Identification System</i>
HCS	<i>Hazard Communication Standard</i>
IARC	<i>International Agency for Research on Cancer</i>
IATA	<i>The International Air Transport Association</i>
ICAO	<i>The International Civil Aviation Organization</i>
IMDG	<i>International Maritime Dangerous Goods</i>
IMO	<i>International Maritime Organization</i>
LD50/LC50	<i>Lethal Concentration/Dose, 50 percent</i>
NFPA	<i>National Fire Protection Association</i>
NIOSH	<i>National Institute for Occupational Safety and Health</i>
NTP	<i>National Toxicology Program</i>
OSHA	<i>Occupational Safety and Health</i>
PEL	<i>Permissible Exposure Limit</i>
SARA	<i>Superfund Amendments and Reauthorization Act</i>
TLV	<i>ACGIH Threshold Limit Value</i>
TWA	<i>Time-Weighted Average</i>

PREPARED BY: Chris Eigbrett

MSDS to GHS Compliance
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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.

REVISION HISTORY

March 31, 2023 - SDS Review and update
December 4, 2025 - Section 1 update



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, March 30, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=innophos&TradeName=vitrafos&>

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

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

Facility : Chicago, IL

Sodium Polyphosphates, Glassy

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

Number of matching Manufacturers is 1

Number of matching Products is 2

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